RED HERRING PROSPECTUS
Dated August 21, 2015
Please read Section 32 of the Companies Act, 2013
Book Built Issue

SADBHAV INFRASTRUCTURE PROJECT LIMITED

Our Company was incorporated as Sadbhav Infrastructure Project Limited on January 18, 2007 at Ahmedabad as a public limited company under the Companies Act, 1956. Our Company obtained a certificate for commencement of business on February 7, 2007. For further details, see "History and Certain Corporate Matters" beginning on page 239.

Registered Office: Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 380 006
Tel: (91 79) 2646 3384; **Fax**: (91 79) 2640 0210
Contact Person: Gaurav Vesasi, Company Secretary and Compliance Officer
E-mail: investor@sadbhavinfra.co.in**; Website**: www.sadbhavinfra.co.in
Corporate Identity Number: U45202GJ2007PLC049808

OUR PROMOTERS: SADBHAV ENGINEERING LIMITED AND VISHNUBHAI M. PATEL

PUBLIC ISSUE OF [●] EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH (THE "EQUITY SHARES") OF SADBHAV INFRASTRUCTURE PROJECT LIMITED (OUR "COMPANY" OR "ISSUER") FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF ₹ [●] PER EQUITY SHARE) AGGREGATING UP TO ₹ [●] MILLION ("ISSUE") CONSISTING OF A FRESH ISSUE OF [●] EQUITY SHARES AGGREGATING UP TO ₹ 4,250 MILLION AND AN OFFER FOR SALE OF UP TO 3,235,762 EQUITY SHARES BY XANDER INVESTMENT HOLDING XVII LIMITED AND UPTO 3,235,762 EQUITY SHARES BY NORWEST VENTURE PARTNERS VII – A – MAURITIUS (THE "SELLING SHAREHOLDERS"). THE ISSUE COMPRISES A NET ISSUE TO THE PUBLIC OF [●] (THE "NET ISSUE") AND A RESERVATION OF [●] EQUITY SHARES AGGREGATING UP TO ₹ 250 MILLION FOR SUBSCRIPTION BY ELIGIBLE EMPLOYEES (AS DEFINED HEREIN) (THE "EMPLOYEE RESERVATION PORTION"). THE ISSUE WOULD CONSTITUTE [●]% OF OUR POST-ISSUE PAID-UP EQUITY SHARE CAPITAL AND THE NET ISSUE TO THE PUBLIC WOULD CONSTITUTE [●] % OF OUR POST-ISSUE PAID-UP EQUITY SHARE CAPITAL.

THE FACE VALUE OF EQUITY SHARES IS ₹ 10 EACH. THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY AND THE SELLING SHAREHOLDERS IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGERS AND WILL BE ADVERTISED IN ALL EDITIONS OF THE ENGLISH NATIONAL NEWSPAPER BUSINESS STANDARD, ALL EDITIONS OF THE HINDI NATIONAL NEWSPAPER BUSINESS STANDARD AND THE AHMEDABAD EDITION OF THE GUJARATI NEWSPAPER JAIHIND (GUJARATI BEING THE REGIONAL LANGUAGE OF GUJARAT, WHERE OUR REGISTERED OFFICE IS LOCATED), EACH WITH WIDE CIRCULATION AT LEAST FIVE WORKING DAYS PRIOR TO THE BID/ISSUE OPENING DATE.

In case of any revision to the Price Band, the Bid/Issue Period will be extended by at least three additional Working Days after such revision of the Price Band, subject to the Bid/Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE"), by issuing a press release, and also by indicating the change on the website of the BRLMs and at the terminals of the Syndicate Members.

In terms of Rule 19(2)(b)(iii) of the Securities Contracts (Regulation) Rules, 1957, as amended ("SCRR"), this is an Issue for at least 10% of the post-Issue paid-up equity share capital of our Company. In the event the post-Issue Equity Share capital of our Company calculated at the Issue Price is lower than ₹ 40,000 million but is more than ₹ 16,000 million, then the Issue will be deemed to be undertaken in terms of Rule 19(2)(b)(ii) of the SCRR where the minimum offer to public will be at least such percentage of the post-Issue Equity Share capital which will be equivalent to ₹ 4,000 million calculated at the Issue Price. The Issue is being made through the Book Building Process wherein at least 75% of the Net Issue shall be Allotted on a proportionate basis to Qualified Institutional Buyers ("QIBs"), provided that our Company and the Selling Shareholders may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis. 5% of the QIB Portion (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Issue Price. If at least 75% of the Net Issue cannot be Allotted to QIBs, then the entire application money shall be refunded forthwith. Further, not more than 15% of the Net Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue shall be available for allocation to Retail Individual Bidders in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (the "SEBI Regulations"), subject to valid Bids being received at or above the Issue Price. Further, [●] Equity Shares will be available for allocation on a proportionate basis to Eligible Employees, subject to valid bids being received from them at or above Issue Price. All potential investors, other than Anchor Investors, may participate in this Issue through an Application Supported by Blocked Amount ("ASBA") process providing details of their respective bank account which will be blocked by the SCSBs. QIBs (except Anchor Investors) and Non-Institutional Bidders are mandatorily required to utilise the ASBA process to participate in this Issue. Anchor Investors are not permitted to participate in the Issue through ASBA Process. For details, see "Issue Procedure" beginning on page 576.

RISKS IN RELATION TO THE FIRST ISSUE

This being the first public issue of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 and the Floor Price is [●] times the face value and the Cap Price is [●] times the face value. The Issue Price (determined and justified by our Company in consultation with the BRLMs as stated under "Basis for Issue Price" beginning on page 168 should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active or sustained trading in the Equity Shares or regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

Investment in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Issue. For taking an investment decision, investors must rely on their own examination of our Company and the Issue, including the risks involved. The Equity Shares in the Issue 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 contents of this Red Herring Prospectus. Specific attention of the investors is invited to "Risk Factors" beginning on page 21.

COMPANY'S AND SELLING SHAREHOLDERS' ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Red Herring Prospectus contains all information with regard to our Company and the Issue, which is material in the context of the Issue, that the information contained in this Red Herring Prospectus is true and correct in all material aspects 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 Red Herring Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. Further, the Selling Shareholders accept responsibility that this Red Herring Prospectus contains all information about them as the Selling Shareholders in the context of the Offer for Sale and each Selling Shareholder assumes responsibility for statements in relation to such Selling Shareholder included in this Red Herring Prospectus.

LISTING

The Equity Shares offered through this Red Herring Prospectus are proposed to be listed on the BSE and the NSE. Our Company has received an 'in-principle' approval from the BSE and the NSE for the listing of the Equity Shares pursuant to letters dated June 8, 2015 and June 18, 2015 respectively. For the purposes of the Issue, the Designated Stock Exchange shall be BSE.

BOOK RUNNING LEAD MANAGERS

Kotak Mahindra Capital Company Limited 1st Floor, 27 BKC, Plot No. 27, G Block Bandra Kurla Complex Bandra (East), Mumbai 400 051 Tel: (91 22) 4336 0000 Fax: (91 22) 6713 2447 E-mail: sipl.ipo@kotak.com Investor grievance e-mail: kmccredressal@kotak.com Website: http://investmentbank.kotak.com Contact Person: Ganesh Rane SEBI Registration No.: INM000008704	**Inga Capital Private Limited** Naman Midtown, 'A' wing, 21st floor Senapati Bapat Marg Elphinstone (West), Mumbai 400 013 Tel: (91 22) 4031 3489 Fax: (91 22) 4031 3379 E-mail: sipl.ipo@ingacapital.com Investor grievance e-mail: investors@ingacapital.com Website: www.ingacapital.com Contact Person: Ashwani Tandon SEBI Registration No.: INM000010924	**Edelweiss Financial Services Limited** 14th Floor, Edelweiss House, Off CST Road Kalina, Mumbai 400 098 Tel: (91 22) 4009 4400 Fax: (91 22) 4086 3610 E-mail: sipl.ipo@edelweissfin.com Investor grievance e-mail: customerservice.mb@edelweissfin.com Website: www.edelweissfin.com Contact Person: Hardik Kampani SEBI Registration No.: INM0000010650

BOOK RUNNING LEAD MANAGERS		**REGISTRAR TO THE ISSUE**
ICICI Securities Limited ICICI Centre, H.T. Parekh Marg Churchgate, Mumbai 400 020 Tel : (91 22) 2288 2460 Fax : (91 22) 2282 6580 Email: sipl.ipo@icicisecurities.com Investor Grievance Email: customercare@icicisecurities.com Website: www.icicisecurities.com Contact Person: Anurag Byas SEBI Registration No.: INM000011179	**Macquarie Capital Securities (India) Private Limited** 92, Level 9, 2 North Avenue Maker Maxity Bandra Kurla Complex, Bandra East, Mumbai 400 051 Tel: (91 22) 6720 4000 Fax: (91 22) 6720 4301 E-mail: sipl.ipo@macquarie.com Investor grievance e-mail: investor.complaints@macquarie.com Website: http://www.macquarie.com/in/corporate Contact Person: Anupam Misra SEBI Registration No.: INM000010932	**Link Intime India Private Limited** C-13, Pannalal Silk Mills Compound, L.B.S. Marg Bhandup (West), Mumbai 400 078 Tel: (91 22) 2596 7878 Fax: (91 22) 2596 0329 E-mail: mumbai@linkintime.co.in Website: www.linkintime.co.in Contact Person: Sachin Achar SEBI Registration No.: INR000004058

BID/ISSUE PROGRAMME

BID/ISSUE OPENS ON	August 31, 2015*
BID/ISSUE CLOSES ON	September 2, 2015

**Our Company and the Selling Shareholders may, in consultation with the BRLMs, consider participation by Anchor Investors in accordance with the SEBI Regulations. The Anchor Investor Bid/Issue Period shall be one Working Day prior to the Bid / Issue Opening Date.*

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SECTION I: GENERAL

DEFINITIONS AND ABBREVIATIONS

This Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, shall have the meaning as provided below. References to any legislation, acts, regulations, rules, guidelines or policies shall be to such legislation, act or regulation, as amended from time to time.

General Terms

Term	Description
"our Company", "the Company", "the Issuer" or "SIPL"	Sadbhav Infrastructure Project Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 380 006
"we", "us" or "our"	Unless the context otherwise indicates or implies, refers to our Company together with its Subsidiaries

Company Related Terms

Term	Description
AB	Allahabad Bank
AJTL	Aurangabad – Jalna Toll Way Limited
AJTL Project	Four laning of the Aurangabad Jalna Road (MSH-6) from km 10/400 to km 60/200 (approximately 49.8 km) and Zalta bypass from km 0/00 to km 2/850 (approximately 2.85 km) and Beed bypass from km 292/500 to km 305/650 (approximately 13.15 km) in Maharashtra
AnB	Andhra Bank
ARRIL	Ahmedabad Ring Road Infrastructure Limited
ARRIL Concession Agreement	Concession Agreement dated September 7, 2006 entered into between AUDA and ARRIL
ARRIL Project	Improvement and widening to four lane of two lane Sardar Patel Ring Road around Ahmedabad city in Gujarat
Articles of Association / AoA	Articles of Association of our Company, as amended
AUDA	Ahmedabad Urban Development Authority
Auditors / Statutory Auditors / Joint Auditors	Joint statutory auditors of our Company, namely, Manubhai & Shah, Chartered Accountants and S.R.B.C & Co. LLP, Chartered Accountants
BHTPL	Bijapur – Hungund Tollway Private Limited
BHTPL Project	Four laning of Bijapur – Hungund section of NH – 13 from km 102.00 to km 202.00 (approximately 97.22 km) in Karnataka under NHDP Phase III
Board / Board of Directors	Board of directors of our Company or a duly constituted committee thereof, unless otherwise specified
BOB	Bank of Baroda
BoI	Bank of India
BRTPL	Bhilwara – Rajsamand Tollway Private Limited
BRTPL Project	Four laning of Rajsamand – Bhilwara section of NH – 758 from km 0.00 to km 87.25 (approximately 87.25 km) in Rajasthan under NHDP Phase IV
CARE	Credit Analysis and Research Limited
CB	Canara Bank
CBI	Central Bank of India
CorpBank	Corporation Bank
DB	Dena Bank
Director(s)	Director(s) of our Company, unless otherwise specified
DPTL	Dhule Palesner Tollway Limited
DPTL Project	Four laning of section from Dhule to Palesner of NH-3 from km 168.50 to km 265.00 (approximately 89 km) in Maharashtra under NHDP Phase III
Equity Shares	Equity shares of our Company of face value of ₹10 each
FB	Federal Bank
GDA Facility	Debenture Trust Deed dated January 1, 2015 pursuant to which 1,600 non-convertible debentures amounting to ₹1,600 million was issued in favour of

Term	Description
	HDFC Corporate Debt Opportunities Fund, HDFC Short Term Plan and HDFC High Interest Fund Short Term Plan and the several persons who are for the time being and who may from time to time become the holders of the debentures and whose names are entered in the register of debenture-holders
GIL	Gammon India Limited
GIPL	Gammon Infrastructure Project Limited
GKC	GKC Projects Limited
Group Companies	Companies, firms, ventures etc. promoted by our Promoter, irrespective of whether such entities are covered under Section 370(1)(B) of the Companies Act, 1956 or not, that are considered material by the Board of our Company For details, see "Our Group Companies" beginning on page 286
HCC	Hindustan Construction Company Limited
HCC Concessions	HCC Concessions Limited
HCC Infrastructure	HCC Infrastructure Limited
HDFC	HDFC Bank Limited
HYTPL	Hyderabad – Yadgiri Tollway Private Limited
HYTPL Project	Four laning of Hyderabad – Yadgiri section of NH – 202 from km 18.60 to km 54.00 (approximately 35.65 km) in Andhra Pradesh and Telangana under NHDP Phase III
IB	Indian Bank
ICICI	ICICI Bank Limited
IDBI	IDBI Bank Limited
IDBI Facility	Debenture Trust Deed dated February 25, 2015 pursuant to which 2,000 non-convertible debentures amounting to ₹ 2,000 million was issued in favour of ICICI Prudential Regular Savings Plan, ICICI Prudential Fixed Maturity Plan Series 75-1246 Days Plan U, ICICI Prudential Asset management Company Limited Account, and ICICI Prudential Mutual Fund – ICICI Prudential Regular Saving Fund
IIFCL	India Infrastructure Finance Company Limited
IL&FS	IL&FS Infrastructure Debt Fund Series 1 – A and IL&FS Infrastructure Debt Fund Series 1 - B
Investor CCCPS	1,125,387 compulsorily convertible cumulative preference shares of our Company of face value ₹ 10 each issued and allotted to each of Xander and Norwest pursuant to the Investor Subscription Agreement
Investor Shareholders Agreement	Shareholders agreement dated August 18, 2010 as amended by way of amendment agreements dated August 26, 2010, September 13, 2010, September 11, 2012 and November 11, 2014 entered into between our Company, SEL, Norwest and Xander
Investor Subscription Agreement	Share subscription agreement dated August 18, 2010 entered into between our Company, SEL, Norwest and Xander
IOB	Indian Overseas Bank
ITCL	IL&FS Trust Company Limited
ITSL	IDBI Trusteeship Services Limited
JLI	John Laing Investments Limited
JLIM	John Laing Investments Mauritius (No. 1)
KB	Karnataka Bank
Key Management Personnel	Key management personnel of our Company in terms of the SEBI Regulations and the Companies Act, 2013 and disclosed in "Management" from pages 279 to 281
KMB	Kotak Mahindra Bank Limited
MBCPNL	Maharashtra Border Check Post Network Limited
MBCPNL Project	Modernization and computerization of integrated border check posts at 22 locations in Maharashtra
MBHPL	Mysore – Bellary Highway Private Limited
MBHPL Project	Design, build, finance, operate, maintain and transfer of existing state highway (SH 3 and 33) from Malavalli to Pavagada (approximately 193.34 km) in Karnataka on DBFOMT annuity basis

Term	Description
MCL	Montecarlo Limited
MNEL	Mumbai Nasik Expressway Limited
MNEL Concession Agreement	Concession Agreement dated October 14, 2005 entered into between MNEL and NHAI
MNEL Project	Improvement, operation and maintenance of rehabilitation and strengthening of existing two land road and widening to four lane divided highway of Vadape-Gonde section of NH-3 from km 593.50 to km 440.00 (approximately 99.50 km) in Maharashtra under NHDP Phase III
MoA / Memorandum of Association	Memorandum of Association of our Company, as amended
NSEL	Nagpur – Seoni Express Way Limited
NSEL Project	Four lane divided carriageway from the start of the Seoni Bypass at km 595/925 of NH-7 to MP/MH Border at km 652/0 of NH-7 under NHDP Phase – I
OBC	Oriental Bank of Commerce
PBA	PBA Infrastructure Limited
PIPL	Patel Infrastructure Private Limited
PNB	Punjab National Bank
Promoters	Promoters of our Company namely, SEL and Vishnubhai M. Patel. For details, see “Our Promoters and Promoter Group” on pages 282 to 283
Promoter Group	Persons and entities constituting the promoter group of our Company in terms of Regulation 2(1)(zb) of the SEBI Regulations and disclosed in “Our Promoters and Promoter Group” on pages 283 and 284
Restated Financial Statements	Financial information compiled by the management of our Company from its audited financial statements (prepared in accordance with Indian GAAP) and is prepared in accordance with the requirements of (a) sub-clause (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Companies Act, 2013 read with rule 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014; and (b) relevant provisions of the SEBI Regulations
RHTPL	Rohtak – Hissar Tollway Private Limited
RHTPL Project	Four laning of the Rohtak – Hissar section of NH – 10 from km 87.00 to km 170.00 including connecting link from km 87.00 (NH – 10) to km 348.00 (NH – 71) (approximately 98.81 km) in Haryana under NHDP Phase III
RPTPL	Rohtak – Panipat Tollway Private Limited
RPTPL Project	Four laning of Rohtak – Panipat section of NH-71A from km 0.00 (km 63.30 of NH-10) to km. 80.858 (km 83.50 of NH-1) (approximately 80.858 km) in Haryana under NHDP Phase III
Registered Office	Registered office of our Company located at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 380 006
Registrar of Companies /RoC	Registrar of Companies located at ROC Bhavan, Opposite Rupal Park Society, behind Ankur Bus Stop, Naranpura, Ahmedabad 380 013
SB	Syndicate Bank
SBTPL	Solapur – Bijapur Tollway Private Limited
SEL	Sadbhav Engineering Limited
SEL CCDs	1,100,950 0.01% unsecured compulsory convertible debentures of ₹ 681.23 each aggregating to ₹ 750 million
SEL CCD Certificate	Non-transferable debenture certificate dated November 1, 2012 issued to SEL
SFPL	Sadbhav Finstock Private Limited
Shareholders	Shareholders of our Company from time to time
SPCT	Sadbhav Public Charitable Trust
SQWPL	Sadbhav Quarry Works Private Limited
SRPL	Sadbhav Realty Private Limited
SSNNL	Sardar Sarovar Narmada Nigam Limited
Subsidiaries	Subsidiaries of our Company, namely, AJTL, ARRIL, BHTPL, BRTPL, HYTPL, MBCPNL, NSEL, RHTPL, RPTPL and SUTPL
SUTPL	Shreenathji – Udaipur Tollway Private Limited
SUTPL Project	Four-lane divided project highway comprising the section of NH-8

Term	Description
	commencing from km 177/00 to km 260/100 *i.e.* the Gomati Chauraha to Udaipur section (approximately 79.310 km) in Rajasthan under NHDP Phase IV
UBI	Union Bank of India
VB	Vijaya Bank
VMP HUF	Vishnubhai M. Patel HUF

Issue Related Terms

Term	Description
Allot/ Allotment/ Allotted	Unless the context otherwise requires, allotment of the Equity Shares pursuant to the Fresh Issue and transfer of the Equity Shares offered by the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Allotment Advice	Note or advice or intimation of Allotment sent to the Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI Regulations
Anchor Investor Allocation Price	The price at which Equity Shares will be allocated to Anchor Investors in terms of this Red Herring Prospectus and the Prospectus which will be decided by our Company in consultation with the BRLMs
Anchor Investor Bid/Issue Period	One Working Day prior to the Bid/Issue Opening Date, on which Bids by Anchor Investors shall be submitted and allocation to Anchor Investors shall be completed
Anchor Investor Issue Price	Final price at which the Equity Shares will be Allotted to Anchor Investors in terms of this Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Issue Price but not higher than the Cap Price The Anchor Investor Issue Price will be decided by our Company in consultation with the BRLMs
Anchor Investor Portion	Up to 60% of the QIB Portion which may be allocated by our Company and the Selling Shareholders, in consultation with the BRLMs, to Anchor Investors on a discretionary basis One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price
Application Supported by Blocked Amount or ASBA	An application, whether physical or electronic, used by Bidders, other than Anchor Investors, to make a Bid authorising an SCSB to block the Bid Amount in the ASBA Account ASBA is mandatory for QIBs (except Anchor Investors) and Non Institutional Bidders participating in the Issue
ASBA Account	An account maintained with an SCSB and specified in the Bid cum Application Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the Bid cum Application Form
ASBA Bid	A Bid made by an ASBA Bidder
ASBA Bidder	Prospective investors (other than Anchor Investors) in the Issue who intend to submit the Bid through the ASBA process
Banker(s) to the Issue /Escrow Collection Bank(s)	Banks which are clearing members and registered with SEBI as bankers to an issue and with whom the Escrow Account will be opened, in this case being ICICI Bank Limited, HDFC Bank Limited and Kotak Mahindra Bank Limited
Basis of Allotment	Basis on which Equity Shares will be Allotted to successful Bidders under the Issue and which is described in "Issue Procedure – Allotment and Basis of Allotment" from pages 617 to 619
Bid	An indication to make an offer during the Bid/Issue Period by a Bidder pursuant to submission of the Bid cum Application Form, or during the

Term	Description
	Anchor Investor Bid/Issue Period by the Anchor Investors, to subscribe to or purchase the Equity Shares of our Company at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI Regulations
Bid Amount	Highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account upon submission of the Bid
Bid cum Application Form	Form used by a Bidder, including an ASBA Bidder, to make a Bid and which will be considered as the application for Allotment or transfer, as the case may be, in terms of this Red Herring Prospectus and the Prospectus
Bid/Issue Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Syndicate, the Designated Branches and the Registered Brokers will not accept any Bids, which shall be notified in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard, and the Ahmedabad edition of the Gujarati newspaper Jaihind (Gujarati being the regional language of Gujarat, where our Registered Office is located), each with wide circulation Our Company and the Selling Shareholders may, in consultation with the BRLMs, consider closing the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date in accordance with the SEBI Regulations
Bid/Issue Opening Date	Except in relation to any Bids received from the Anchor Investors, the date on which the Syndicate, the Designated Branches and the Registered Brokers shall start accepting Bids, which shall be notified in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard, and the Ahmedabad edition of the Gujarati newspaper Jaihind (Gujarati being the regional language of Gujarat, where our Registered Office is located), each with wide circulation
Bid/Issue Period	Except in relation to Anchor Investors, the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof
Bid Lot	[●]
Bidder	Any prospective investor who makes a Bid pursuant to the terms of this Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an ASBA Bidder and an Anchor Investor
Book Building Process	Book building process, as provided in Schedule XI of the SEBI Regulations, in terms of which the Issue is being made
Book Running Lead Managers or BRLMs	Book running lead managers to the Issue, being Kotak Mahindra Capital Company Limited, Inga Capital Private Limited, Edelweiss Financial Services Limited, ICICI Securities Limited and Macquarie Capital Securities (India) Private Limited
Broker Centres	Broker centres notified by the Stock Exchanges where Bidders can submit the Bid cum Application Forms to a Registered Broker The details of such Broker Centres, along with the names and contact details of the Registered Broker are available on the respective website of the Stock Exchanges
CAN / Confirmation of Allocation Note	Notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, after the Anchor Investor Bid / Issue Period
Cap Price	Higher end of the Price Band, above which the Issue Price will not be finalised and above which no Bids will be accepted
Client ID	Client identification number maintained with one of the Depositories in relation to demat account
Cut-off Price	Issue Price finalised by our Company in consultation with the BRLMs Only Retail Individual Bidders and the Eligible Employees bidding in the

Term	Description
	Employee Reservation Portion are entitled to Bid at the Cut-off Price. QIBs and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price
Designated Branches	Such branches of the SCSBs which shall collect the Bid cum Application Forms used by the ASBA Bidders, a list of which is available on the website of SEBI at http://www.sebi.gov.in/cms/sebi_data/attachdocs/1365051213899.html or at such other website as may be prescribed by SEBI from time to time
Designated Date	Date on which funds are transferred by the Escrow Collection Bank(s) from the Escrow Account or the amounts blocked by the SCSBs are transferred from the ASBA Accounts, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, after the Prospectus is filed with the RoC, following which the board of directors may Allot Equity Shares to successful Bidders/Applicants in the fresh Issue and the Selling Shareholders may give delivery instructions for the transfer of the Equity Shares constituting the Offer for Sale
Designated Stock Exchange	BSE Limited
Draft Red Herring Prospectus / DRHP	The Draft Red Herring Prospectus dated May 25, 2015 issued in accordance with the SEBI Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue
Edelweiss	Edelweiss Financial Services Limited
Eligible Employee	All or any of the following: (a) a permanent and full time employee of our Company or of SEL, our corporate Promoter (excluding such employees who not eligible to invest in the Issue under applicable laws, rules, regulations and guidelines and Vishnubhai M. Patel and his immediate relatives) as of the date of filing of this Red Herring Prospectus with the RoC and who continues to be an employee of our Company, until the submission of the Bid cum Application Form and is based, working in India or abroad as on the date of submission of the Bid cum Application Form; and (b) a Director of our Company, whether a whole time Director or otherwise, (excluding such Directors not eligible to invest in the Issue under applicable laws, rules, regulations and guidelines and Vishnubhai M. Patel and his immediate relatives) as of the date of filing this Red Herring Prospectus with the RoC and who continues to be a Director of our Company until the submission of the Bid cum Application Form and is based in India or abroad as on the date of submission of the Bid cum Application Form An employee of our Company, who is recruited against a regular vacancy but is on probation as on the date of submission of the Bid cum Application Form will also be deemed a 'permanent and a full time employee' The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹ 200,000
Eligible NRI(s)	NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the Bid cum Application Form and this Red Herring Prospectus will constitute an invitation to subscribe to or purchase the Equity Shares
Employee Reservation Portion	Portion of the Issue being [●] Equity Shares aggregating up to ₹ 250 million available for allocation to Eligible Employees, on a proportionate basis
Escrow Account	Account opened with the Escrow Collection Bank(s) and in whose favour the Bidders (excluding the ASBA Bidders) will issue cheques or drafts in respect of the Bid Amount when submitting a Bid
Escrow Agent	Escrow agent appointed pursuant to the Share Escrow Agreement namely Link Intime India Private Limited
Escrow Agreement	Agreement to be entered into by our Company, the Selling Shareholders, the

Term	Description
	Registrar to the Issue, the BRLMs, the Syndicate Members and the Escrow Collection Bank(s) for collection of the Bid Amounts and where applicable, refunds of the amounts collected from the Bidders (excluding the ASBA Bidders), on the terms and conditions thereof
First Bidder	Bidder whose name shall be mentioned in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name shall also appear as the first holder of the beneficiary account held in joint names
Floor Price	Lower end of the Price Band, subject to any revision thereto, at or above which the Issue Price and the Anchor Investor Issue Price will be finalised and below which no Bids will be accepted
Fresh Issue	Fresh issue of up to [●] Equity Shares by our Company aggregating up to ₹ 4,250 million
General Information Document / GID	General Information Document prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013 notified by SEBI
Inga	Inga Capital Private Limited
I-Sec	ICICI Securities Limited
Issue	Public issue of up to [●] Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] each, aggregating up to ₹ [●] million comprising the Fresh Issue and the Offer for Sale The Issue comprises of Net Issue to the public aggregating up to ₹ [●] million and Employee Reservation Portion
Issue Price	Final price at which Equity Shares will be Allotted in terms of the Red Herring Prospectus Issue Price will be decided by our Company in consultation with the BRLMs on the Pricing Date
Issue Proceeds	Proceeds of the Issue that is available to our Company and the Selling Shareholders
Kotak	Kotak Mahindra Capital Company Limited
Macquarie	Macquarie Capital Securities (India) Private Limited
Maximum RII Allottees	Maximum number of RIIs who can be allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot
Mutual Fund Portion	5% of the QIB Portion (excluding the Anchor Investor Portion), or [●] Equity Shares which shall be available for allocation to Mutual Funds only
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
Net Issue	Issue less the Employee Reservation Portion
Net Proceeds	Proceeds of the Fresh Issue less our Company's share of the Issue expenses For further information about use of the Net Proceeds and the Issue expenses, see "Objects of the Issue" on page 152
Non-Institutional Bidders	All Bidders that are not QIBs or Retail Individual Bidders or Eligible Employees bidding in the Employee Reservation Portion and who have Bid for Equity Shares for an amount of more than ₹ 200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Portion	Portion of the Issue being not more than 15% of the Issue consisting of [●] Equity Shares which shall be available for allocation on a proportionate basis to Non-Institutional Bidders, subject to valid Bids being received at or above the Issue Price
Non-Resident	A person resident outside India as defined under FEMA and includes a non – resident Indian, FIIs, FVCI and FPIs
Norwest	Norwest Venture Partners VII – A – Mauritius
Offer Agreement	Agreement dated May 25, 2015 between our Company, the Selling Shareholders and the BRLMs, as amended by Amendment Agreement of the same date, pursuant to which certain arrangements are agreed to in relation to the Issue

Term	Description
Offer for Sale	Offer for sale of up to 3,235,762 Equity Shares by Xander and up to 3,235,762 Equity Shares by Norwest at the Issue Price aggregating up to ₹ [●] million in terms of this Red Herring Prospectus
Price Band	Price band of a minimum price of ₹ [●] per Equity Share (Floor Price) and the maximum price of ₹ [●] per Equity Share (Cap Price) including any revisions thereof Price Band and the minimum Bid Lot size for the Issue will be decided by our Company and the Selling Shareholders in consultation with the BRLMs and will be advertised, at least five Working Days prior to the Bid/Issue Opening Date, in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard, and the Ahmedabad edition of the Gujarati newspaper Jaihind, (Gujarati being the regional language of Gujarat, where our Registered Office is located) each with wide circulation
Pricing Date	Date on which our Company, in consultation with the BRLMs, will finalise the Issue Price
Prospectus	Prospectus to be filed with the RoC after the Pricing Date in accordance with Section 26 of the Companies Act, 2013, and the SEBI Regulations containing, *inter alia*, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information, including any addenda or corrigenda thereto
Public Issue Account	Account opened with the Bankers to the Issue to receive monies from the Escrow Account(s) and the ASBA Accounts on the Designated Date
QIB Category / QIB Portion	Portion of the Net Issue (including the Anchor Investor Portion) being not less than 75% of the Net Issue consisting of [●] Equity Shares which shall be allocated to QIBs (including Anchor Investors)
Qualified Institutional Buyers or QIBs / QIB Bidder	Qualified institutional buyers as defined under Regulation 2(1)(zd) of the SEBI Regulations
Red Herring Prospectus / RHP	This red herring prospectus dated August 21, 2015 issued by our Company in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Issue, including any addenda or corrigenda thereto This red herring prospectus will be registered with the RoC at least three days before the Bid/Issue Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date
Refund Account(s)	Account opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount (excluding refund to ASBA Bidders) shall be made
Refund Bank(s)	ICICI Bank Limited
Refunds through electronic transfer of funds	Refunds through NECS, direct credit, RTGS or NEFT, as applicable
Registered Brokers	Stock brokers registered with the stock exchanges having nationwide terminals, other than the Members of the Syndicate
Registrar to the Issue / Registrar	Link Intime India Private Limited
Retail Individual Investors / Retail Individual Bidders/ RIIs	Individual Bidders, other than Eligible Employees bidding in the Employee Reservation Portion, submitting Bids, who have Bid for the Equity Shares for an amount not more than ₹ 200,000 in any of the bidding options in the Net Issue (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs)
Retail Portion	Portion of the Issue being not more than 10% of the Net Issue consisting of [●] Equity Shares which shall be available for allocation to Retail Individual Investor(s) in accordance with the SEBI Regulations, subject to valid bids being received at or above the Issue Price
Revision Form	Form used by Bidders, including ASBA Bidders, to modify the quantity of the

Term	Description
	Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s) QIB Bidders and Non-Institutional Bidders are not allowed to lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage
Self Certified Syndicate Bank(s) or SCSB(s)	Banks registered with SEBI, offering services in relation to ASBA, a list of which is available on the website of SEBI at http://www.sebi.gov.in/cms/sebi_data/attachdocs /1365051213899.html
Selling Shareholders	Xander and Norwest
Share Escrow Agreement	Agreement to be entered into between the Selling Shareholders, our Company, the Escrow Agent and the BRLMs in connection with the transfer of Equity Shares under the Offer for Sale by the Selling Shareholders and credit of such Equity Shares to the demat account of the Allottees
Specified Locations	Bidding centres where the Syndicate shall accept Bid cum Application Forms from ASBA Bidders, a list of which is available at the website of the SEBI (www.sebi.gov.in/sebiweb.home/list/5/33/0/0/Recognised-Intermediaries) and updated from time to time
Syndicate / Members of the Syndicate	BRLMs and the Syndicate Members
Syndicate Agreement	Agreement to be entered into between the BRLMs, the Syndicate Members, our Company and the Selling Shareholders in relation to collection of Bids in the Issue (other than Bids directly submitted to the SCSBs under the ASBA process and Bids submitted to Registered Brokers at the Broker Centres)
Syndicate Members	Intermediaries registered with SEBI who are permitted to carry out activities as an underwriter, namely, Kotak Securities Limited, Edelweiss Securities Limited, Intime Equities Limited and Antique Stock Broking Limited
TRS / Transaction Registration Slip	Slip or document issued by the Syndicate, or the SCSB (only on demand), as the case may be, to the Bidder as proof of registration of the Bid
Underwriters	The BRLMs and the Syndicate Members
Underwriting Agreement	Agreement among the Underwriters, our Company and the Selling Shareholders to be entered into on or after the Pricing Date
Working Day	Any day, other than Saturdays and Sundays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of the time period between the Bid/Issue Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all days excluding Sundays and bank holidays in Mumbai in accordance with the Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010 issued by SEBI
Xander	Xander Investment Holding XVII Limited

Technical/Industry Related Terms /Abbreviations

Term	Description
ACIT	Assistant Commissioner of Income Tax
AMC	Ahmedabad Municipal Corporation
Arbitration Act	Arbitration and Conciliation Act, 1996
AVC	Automatic vehicle classification
BOT	Build, operate and transfer, including DBFOT and DBFOMT
COD	Date of commencement of the commercial operation of the project as defined under the relevant concession agreement for each project, and includes PCOD, to the extent applicable
CRISIL	CRISIL Limited
CRISIL Report	Reports by CRISIL dated December 26, 2013; September 2, 2014; October 2014; April 9, 2015; May 7, 2015; May 19, 2015; May 20, 2015; June 10, 2015; July 7, 2015; July 15, 2015 and July 21, 2015
DBFO	Design, build, finance and operate

Term	Description
DBFOMT	Design, build, finance, operate, maintain and transfer
DBFOT	Design, build, finance, operate and transfer
DCIT	Deputy Commissioner of Income Tax
DE ratio	Debt - equity ratio
DSCR	Debt service coverage ratio
EPC	Engineering, procurement and construction
GQ	Golden Quadrilateral
KSHIP	Karnataka State Highways Improvement Project
Lane kms	A measurement unit generally used in the road industry to represent the length and width of roads. One lane km equals one kilometre long and single lane road which is generally three-and-a-half meters wide. Lane kms are computed based on the length of road specified under the concession agreement, multiplied by the number of lanes
LHS	Left hand side
MOEF	Ministry of Environment and Forests, Government of India
MPRDC	Madhya Pradesh Road Development Corporation
MSRDC	Maharashtra State Road Development Corporation Limited
NH	National Highway
NH Act	National Highways Act, 1956
NH Fee Rules	National Highways Fee (Determination of Rates and Collection) Rules, 2008
NH Rules	National Highways Rules, 1957
NHAI	National Highways Authority of India
NHAI Act	National Highways Authority of India Act, 1988
NHDP	National Highways Development Programme
O&M	Operation and maintenance
OMT	Operate, maintain and transfer
PCOD	Provisional commercial operation date as defined under the relevant concession agreement for each project
PCU	Passenger Car Units
RHS	Right hand side
ROBs	Road over bridges or railways over bridges, as the context may refer to, in respect of the roads
RoW	Right of way along roads
SH	State highways
SPV	Special purpose vehicle
Toll	A charge payable for use of road and highways, including service fee
V R Tech	V R Techniche Consultants Private Limited
V R Tech Report	Report titled “Traffic Growth Rates for SIPL Toll Roads” dated August 2014

Conventional and General Terms or Abbreviations

Term	Description
AGM	Annual General Meeting
AIF	Alternative investment funds as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investment Funds)

Term	Description
	Regulations, 2012
AOP	Association of Person
AS / Accounting Standards	Accounting Standards issued by the Institute of Chartered Accountants of India
Bn / bn	Billion
Bonus Act	Payment of Bonus Act, 1965
BPLR	Benchmark Prime Lending Rate
BSE	BSE Limited
CAGR	Compounded Annual Growth Rate
CCCPS	Compulsorily convertible cumulative preference shares
CCI	Competition Commission of India
CDSL	Central Depository Services (India) Limited
CENVAT	Central Value Added Tax
CESTAT	Customs, Excise and Service Tax Appellate Tribunal
CIN	Corporate Identity Number
CIT	Commissioner of Income Tax
CST Act	Central Sales Tax Act, 1956
CST Rules	Central Sales Tax (Registration and Turnover Rules), 1957
Category I Foreign Portfolio Investors	FPIs who are registered as "Category I foreign portfolio investors" under the SEBI FPI Regulations
Category II Foreign Portfolio Investors	FPIs who are registered as "Category II foreign portfolio investors" under the SEBI FPI Regulations
Category III Foreign Portfolio Investors	FPIs who are registered as "Category III foreign portfolio investors" under the SEBI FPI Regulations
Companies Act	Companies Act, 1956 and Companies Act, 2013, as applicable
Companies Act, 1956	Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the sections of the Companies Act, 2013) along with the relevant rules made thereunder
Companies Act, 2013	Companies Act, 2013, to the extent in force pursuant to the notification of sections of the Companies Act, 2013, along with the relevant rules made thereunder
Contract Labour Act	Contract Labour (Regulation and Abolition) Act, 1970
DIN	Director Identification Number
DIPP	Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India
DP / Depository Participant	A depository participant as defined under the Depositories Act
DP ID	Depository Participant Identification
DSRA	Debt Service Reserve Account
Depositories	NSDL and CDSL
Depositories Act	Depositories Act, 1996
ECB	External Commercial Borrowings
EGM	Extraordinary General Meeting
Employees' Compensation Act	Employees' Compensation Act, 1923
EPF Act	Employees' Provident Funds and Miscellaneous Provisions Act, 1952

Term	Description
EPS	Earnings Per Share
ESI Act	Employees' State Insurance Act, 1948
Equity Listing Agreement	Listing Agreement to be entered into with the Stock Exchanges on which the Equity Shares of our Company are to be listed
FCNR Account	Foreign currency non-resident account
FDI	Foreign direct investment
FDI Policy	Consolidated Foreign Direct Investment Policy notified by the DIPP under D/o IPP F. No. 5(1)/2015-FC-1 dated May 12, 2015, effective from May 12, 2015
FEMA	Foreign Exchange Management Act, 1999, read with rules and regulations thereunder
FEMA Regulations	Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000
FII(s)	Foreign institutional investors as defined under the SEBI FPI Regulations
Financial Year / Fiscal / FY	Unless stated otherwise, the period of 12 months ending March 31 of that particular year
FIPB	Foreign Investment Promotion Board
FPI(s)	A foreign portfolio investor as defined under the SEBI FPI Regulations
FVCI	Foreign venture capital investors as defined and registered under the SEBI FVCI Regulations
GAAR	General Anti Avoidance Rules
GDP	Gross Domestic Product
GIR	General Index Register
GoI or Government	Government of India
Gratuity Act	Payment of Gratuity Act, 1972
GST	Goods and Services Tax
HUF	Hindu Undivided Family
I-Base	ICICI Bank Base Rate
IBAR	ICICI Bank Benchmark Advance Rate
IBR	ICICI Benchmark Rate
ICAI	The Institute of Chartered Accountants of India
IEC	Importer Exporter Code
IFRS	International Financial Reporting Standards
Ind AS	Indian Accounting Standards
India	Republic of India
Indian GAAP	Generally Accepted Accounting Principles in India
IPC	Indian Penal Code, 1860
IPO	Initial public offering
IRDAI	Insurance Regulatory and Development Authority of India
IT	Information Technology
IT Act	The Income-tax Act, 1961
km	Kilometres
LC	Letter of Credit
LIBOR	London Interbank Offered Rate
MICR	Magnetic Ink Character Recognition

Term	Description
MW Act	Minimum Wages Act, 1948
Mn	Million
Mutual Fund (s)	Mutual Fund(s) means mutual funds registered under the SEBI (Mutual Funds) Regulations, 1996
N.A. / NA	Not Applicable
NAV	Net Asset Value
NBFC	Non-banking financial company registered with the RBI
NECS	National Electronic Clearing Services
NEFT	National Electronic Fund Transfer
NR	Non-resident
NRE Account	Non Resident External Account
NRI	A person resident outside India, who is a citizen of India or a person of Indian origin, and shall have the meaning ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2000
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
NSDP	Net State Domestic Product
NSE	The National Stock Exchange of India Limited
OCB/Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA. OCBs are not allowed to invest in the Issue
p.a.	Per annum
P/E Ratio	Price/Earnings Ratio
PAN	Permanent Account Number
Partnership Act	Indian Partnership Act,1932
PAT	Profit After Tax
PLR	Prime Lending Rate
R&D	Research and Development
RBI	The Reserve Bank of India
RoNW	Return on Net Worth
₹ /Rs./Rupees/INR	Indian Rupees
RTGS	Real Time Gross Settlement
SCRA	Securities Contracts (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992
SEBI Act	Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI FII Regulations	Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors)

Term	Description
	Regulations, 2014
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996
Securities Act	U.S. Securities Act, 1933
SICA	Sick Industrial Companies (Special Provisions) Act, 1985
SPV	Special Purpose Vehicle
Sq. ft.	Square feet
State Government	The government of a state in India
Stock Exchanges	The BSE and the NSE
STT	Securities Transaction Tax
Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
TDS	Tax deducted at source
UK	United Kingdom
ULIP	Unit-linked insurance plan
U.S. / USA / United States	United States of America
US GAAP	Generally Accepted Accounting Principles in the United States of America
USD / US$	United States Dollars
VAT	Value Added Tax
VCFs	Venture Capital Funds as defined in and registered with SEBI under the SEBI VCF Regulations
Wealth Tax Act	Wealth-tax Act, 1957
WPI	Wholesale Price Index

The words and expressions used but not defined herein shall have the same meaning as is assigned to such terms under the SEBI Regulations, the Companies Act, the SCRA, the Depositories Act and the rules and regulations made thereunder.

CERTAIN CONVENTIONS, PRESENTATION OF FINANCIAL, INDUSTRY AND MARKET DATA

Certain Conventions

All references to "India" in this Red Herring Prospectus are to the Republic of India and all references to the "U.S.", "USA" or "United States" are to the United States of America.

Unless stated otherwise, all references to page numbers in this Red Herring Prospectus are to the page numbers of this Red Herring Prospectus.

Financial Data

Unless stated otherwise, the financial information in this Red Herring Prospectus is derived from our consolidated and unconsolidated Restated Financial Statements as of and for the fiscal years ended March 31, 2015, 2014, 2013, 2012 and 2011. The financial information pertaining to our Subsidiaries and DPTL is derived from their respective audited financial statements.

In this Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures in decimals have been rounded off to the second decimal and all percentage figures have been rounded off to two decimal places and accordingly there may be consequential changes in this Red Herring Prospectus.

Our Company's Financial Year commences on April 1 and ends on March 31 of the next year; accordingly, all references to a particular Financial Year, unless stated otherwise, are to the 12 month period ended on March 31 of that year.

There are significant differences between Indian GAAP, U.S. GAAP and IFRS. The reconciliation of the financial information to IFRS or U.S. GAAP financial information has not been provided. Our Company has not attempted to explain those differences or quantify their impact on the financial data included in this Red Herring Prospectus and we urge Investors to consult their own advisors regarding such differences and their impact on our Company's financial data. For details in connection with risks involving differences between Indian GAAP and IFRS, see "Risk Factors – Public companies in India, including our Company, are required to prepare financial statements under Ind AS. The transition to Ind AS in India is very recent and still unclear and our Company may be negatively affected by such transition" on page 51. Accordingly, the degree to which the financial information included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting policies and practices, Indian GAAP, the Companies Act and the SEBI Regulations. Any reliance by persons not familiar with Indian accounting policies, Indian GAAP, the Companies Act, the SEBI Regulations and practices on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited.

Unless the context otherwise indicates, any percentage amounts, as set forth in "Risk Factors", "Business", "Management's Discussion and Analysis of Financial Conditional and Results of Operations" beginning on pages 21, 202 and 494 respectively, and elsewhere in this Red Herring Prospectus have been calculated on the basis of the consolidated and unconsolidated Restated Financial Statements of our Company.

Currency and Units of Presentation

All references to:

- "Rupees" or "₹ " or "INR" or "Rs." are to Indian Rupee, the official currency of the Republic of India; and
- "USD" or "US$" are to United States Dollar, the official currency of the United States.

Except otherwise specified, our Company has presented certain numerical information in this Red Herring Prospectus in "million" units. One million represents 1,000,000 and one billion represents 1,000,000,000.

Exchange Rates

This Red Herring Prospectus contains conversion of certain other currency amounts into Indian Rupees that have been presented solely to comply with the SEBI Regulations. These conversions should not be construed as a representation that these currency amounts could have been, or can be converted into Indian Rupees, at any particular rate or at all.

The following table sets forth, for the periods indicated, information with respect to the exchange rate between the Rupee and other currencies:

(*in* ₹)

Currency	As on March 31, 2011	As on March 31, 2012	As on March 31, 2013	As on March 31, 2014	As on March 31, 2015	As on May 29, 2015	As on July 31, 2015
1 USD	44.65	51.16(1)	54.39(2)	60.10(3)	62.59	63.76(4)	64.0054

Source: RBI Reference Rate, except otherwise specified

(1) Exchange rate as on March 30, 2012, as RBI Reference Rate is not available for March 31, 2012 being a Saturday.

(2) Exchange rate as on March 28, 2013, as RBI Reference Rate is not available for March 31, 2013, March 30, 2013 and March 29, 2013 being a Sunday, a Saturday and a public holiday, respectively.

(3) Exchange rate as on March 28, 2014, as RBI Reference Rate is not available for March 31, 2014, March 30, 2014 and March 29, 2014 being a public holiday, a Sunday and a Saturday, respectively.

(4) Exchange rate as on May 29, 2015, as RBI Reference Rate is not available for May 31, 2015and May 30, 2015 being a public holiday, a Sunday and a Saturday, respectively.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Red Herring Prospectus has been obtained or derived from publicly available information as well as various industry publications and sources. Further, information has also been derived from V R Tech Report and the CRISIL Report. For risks in relation to commissioned reports, see "Risk Factors – Some of the reports referred to in this Red Herring Prospectus were commissioned by our Company" on page 30.

Industry publications generally state that the information contained in such publications has been obtained from publicly available documents from various sources believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. Accordingly, no investment decisions should be made based on such information. Although we believe the industry and market data used in this Red Herring Prospectus is reliable, it has not been independently verified by us, the Selling Shareholders or the BRLMs or any of their affiliates or advisors. The data used in these sources may have been re-classified by us for the purposes of presentation. Data from these sources may also not be comparable.

The extent to which the market and industry data used in this Red Herring Prospectus is meaningful depends on the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which business of our Company is conducted, and methodologies and assumptions may vary widely among different industry sources.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors. Accordingly, investment decisions should not be based solely on such information.

Disclaimer of CRISIL

CRISIL Research, a division of CRISIL Limited (CRISIL) has taken due care and caution in preparing the report (Report) based on the information obtained by CRISIL from sources which it considers reliable (Data). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data / Report and is not responsible for any errors or omissions or for the results obtained from the use of Data / Report. This Report is not a recommendation to invest / disinvest in any company covered in the Report. CRISIL especially states that it has no liability whatsoever to the subscribers / users / transmitters / distributors of this Report. CRISIL Research operates independently of, and does not have access to information obtained by CRISIL's Rating Division / CRISIL Risk and Infrastructure Solutions Limited (CRIS), which may, in their regular operations, obtain information of a confidential nature. The views expressed in this Report are that of CRISIL Research and not of CRISIL's Rating Division / CRIS. No part of the Report may be published / reproduced in any form without CRISIL's prior written approval.

Definitions

For definitions, see "Definitions and Abbreviations" beginning on page 2. In "Main Provisions of Articles of Association" beginning on page 629, defined terms have the meaning given to such terms in the Articles of Association. In "Statement of Tax Benefits" beginning on page 173, defined terms have the meaning given to such terms in the Statement of Tax Benefits. In "Financial Statements" beginning on page 295, defined terms have the meaning given to such terms in the Financial Statements.

FORWARD-LOOKING STATEMENTS

This Red Herring Prospectus contains certain "forward-looking statements". These forward-looking statements generally can be identified by words or phrases such as "aim", "anticipate", "believe", "expect", "estimate", "intend", "objective", "plan", "project", "will", "will continue", "will pursue", "seek to" or other words or phrases of similar import. Similarly, statements that describe our Company's strategies, objectives, plans, prospects or goals are also forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement.

Actual results may differ materially from those suggested by the forward-looking statements due to risks or uncertainties associated without expectations with respect to, but not limited to, regulatory changes pertaining to the industry in India in which our Company operates and our ability to respond to them, our ability to successfully implement our strategy, our growth and expansion, technological changes, our Company's exposure to market risks, general economic and political conditions in India which have an impact on its business activities or investments, the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally, changes in domestic laws, regulations and taxes and other changes in its industry. Certain important factors that could cause actual results to differ materially from our Company's expectations include, but are not limited to, the following:

- Non-compliance with specific obligations under the financing agreements of our Company and certain of our Subsidiaries;
- Inability of SEL, our corporate Promoter to acquire projects and discontinuing to provide their expertise in executing BOT projects and assistance in completing the financing of our projects;
- Associates of I-Sec, one of our BRLMs, having other associations with our Company and Subsidiaries and benefiting from the Objects of the Issue;
- Utilisation of a portion of Net Proceeds towards repayment or prepayment of certain loans not resulting in any tangible assets;
- We having entered into, or in the future entering into, related party transactions;
- Delays in completion of construction of current and future projects leading to termination of concession agreements or leading to cost overruns;
- Non-performance of obligations by our joint venture partners;
- Outstanding litigation against our Company, our Directors, our Promoters, our Subsidiaries and our Group Companies; and
- Disruption of operations of one or more of our projects and inability of our Subsidiaries to collect toll or non-payment of annuity on time or at all.

For further discussion on factors that could cause the actual results to differ from the expectations, see "Risk Factors", "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on pages 21, 202 and 494, respectively. 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 gains or losses could materially differ from those that have been estimated.

We cannot assure investors that the expectation reflected in these forward-looking statements will prove to be correct. Given these uncertainties, investors are cautioned not to place undue reliance on such forward-looking statements and not to regard such statements as a guarantee of future performance.

Forward-looking statements reflect the current views of our Company as of the date of this Red Herring Prospectus and are not a guarantee of future performance. These statements are based on the management's beliefs and assumptions, which in turn and based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate, and the forward-looking statements based on these assumptions could be incorrect. Neither our Company, our Directors, the Selling Shareholders, the BRLMs nor any of their respective affiliates or advisors 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. In accordance with the SEBI Regulations, our Company and the BRLMs will ensure that investors in India are informed of material developments from the date of this Red Herring Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges. The Selling Shareholders will ensure that investors are informed of material developments in relation to statements and undertakings made by the Selling Shareholders in this Red Herring Prospectus until the time of grant of listing and trading permission by the Stock Exchanges.

SECTION II: RISK FACTORS

An investment in Equity Shares involves a high degree of risk. You should carefully consider all the information in this Red Herring Prospectus, before making an investment in the Equity Shares. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business, results of operations, cash flows and financial condition could suffer, the price of the Equity Shares could decline, and you may lose all or part of your investment. In making an investment decision, prospective investors must rely on their own examination of us and the terms of the Issue including the merits and risks involved. You should consult your tax, financial and legal advisors about particular consequences to you of an investment in this Issue. The financial and other related implications of risks concerned, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are risk factors where the effect is not quantifiable and hence has not been disclosed in such risk factors.

This Red Herring Prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Red Herring Prospectus. See *"Forward-Looking Statements" beginning on page 19.*

In this Section, unless the context otherwise requires, references to "our Company" or to "the Company" refers to Sadbhav Infrastructure Project Limited on a standalone basis and a reference to "we" or "us" or "our" refers to Sadbhav Infrastructure Project Limited and our Subsidiaries on a consolidated basis. Unless the context otherwise states, the financial information used in this Section is derived from our consolidated Restated Financial Statements.

Internal Risk Factors

1. We are subject to restrictive covenants under our financing agreements that could limit our flexibility in managing our business or to use cash or other assets. Moreover, our Company and certain of our Subsidiaries are currently not in compliance with specific obligations under their financing agreements, which have also triggered cross defaults under certain financing agreements of our Company and other Subsidiaries. Such current and any future defaults could lead to acceleration of our repayment obligations, termination of one or more of our financing agreements and concession agreements or force us to sell our assets, which may adversely affect our cash flows, business, results of operations and financial condition.

There are certain restrictive covenants in the financing agreements that we have entered into with certain banks and financial institutions for our borrowings, including, but not limited to, requirements that we obtain consent from the lenders prior to:

- effecting any change in the nature or scope of the project or any change in the financing plan;
- effecting any change in capital structure (including shareholding pattern), or issuing shares;
- acquiring assets, shares, debentures or partnership or similar interests;
- making capital expenditures;
- making certain payments (including payment of dividend, redemption of shares, prepayment of indebtedness, payment of interest on unsecured loans and investments);
- creation of security interest in secured properties;
- incurrence of other indebtedness;
- entering into any partnership, profit-sharing or royalty agreements;
- removal of any person exercising substantial powers of management over the affairs of the Company or the Subsidiary;
- declaring dividend (interim or final);
- amending the constitutional documents of our Company or our Subsidiaries;
- undertaking new projects, making investments or taking assets on lease; and
- providing guarantees, indemnities or similar assurances in respect of indebtedness of any other

person.

Further, pursuant to the terms of certain of our Company's financing agreements, the debenture holders have the right to seek early redemption of a certain percentage of the debentures held by them in certain instances, including in the event the rating of the debentures is downgraded by the relevant rating agency and any of these conditions is satisfied: (i) our Company undertakes securitization of debt of its Subsidiaries resulting in increase of total outstanding debt; (ii) our Company sells all or part of its stake held by it in any of the Subsidiaries; or (iii) our Company raises capital.

Further, the term sheet entered into for part-refinancing BHTPL's debt (subject to NHAI's approval), permits the lenders to call back up to 50% of the accumulated claw back amount (i.e. an amount required to be accumulated by BHTPL which may be recalled by lenders to meet any shortfall in debt-servicing) in the event the ratings of the sponsors (the Company and MCL after the Issue) fall below a specified rate or in the event of breach of any financial covenants. The term sheet also provides for the creation of a cash sweep reserve account for up to 5.0% of the scheduled debt servicing to be accumulated, which the lenders shall have the option to use for prepayment in the event of any covenant breach.

In addition, such restrictive covenants may also affect some of the rights of our shareholders and our ability to pay dividends if we are in breach of our obligations under the applicable financing agreement. Such financing agreements also require us to maintain certain financial ratios. Certain lenders of our Subsidiaries are also entitled to accelerate the repayment of the loans at any time based on the lenders' assessment of the cash flows of the relevant Subsidiary. Further, any downgrading of the credit rating of our Subsidiaries by a credit rating agency below a specified grade or any adverse comment from the statutory auditors of such Subsidiary may qualify as an event of default under the relevant financing agreements of our Subsidiaries. Certain financing agreements also provide the banks and financial institutions with the right to convert any outstanding amounts into equity shares of the company at par in the case of default. Certain of these banks and financial institutions also have a right to appoint nominee directors under these financing agreements. Pursuant to the provisions of certain loan facilities availed of by the Company, the lenders are entitled to recall the loan at any time on demand or call notice requiring the borrower to repay (either in full or in part) the amount outstanding on any particular day. Such restrictive covenants restrict our ability to conduct business and may adversely affect cash flows, our results of operations and financial condition.

Our Company and certain of our Subsidiaries are currently not in compliance with specific obligations under their respective financing agreements, which have triggered defaults under such agreements and cross defaults under certain financing agreements of our Company and other Subsidiaries.

Our Company and certain of our Subsidiaries may not be in compliance with specific financial and other covenants, which constitute events of default under the respective financing agreements and also trigger cross default provisions under certain financing agreements of our Company and other Subsidiaries. In addition, defaults under the financing agreements of SEL, our corporate Promoter, and its subsidiaries, and our Promoter, Mr. Vishnubhai Patel and group companies would trigger cross-default and cross-acceleration provisions in certain of the financing agreements of our Company and certain of our Subsidiaries.

Such non-compliances and cross defaults, include the following:

- Our Company was not in compliance with the following covenants under its financing agreements:
    - DSCR for Financial Years 2015 and 2014 under the ICICI Facility;
    - covenant under the GDA Facility, pursuant to which it was not permitted to incur any loss on a standalone basis. Our Company incurred a net loss for the Financial Year 2015;
    - providing notice of board and shareholders' meeting after the occurrence of an event of default to the lender's agent and security trustee, routing of cash inflows through designated accounts, incurring additional debt, creation of security interests over property, revenue or assets of the Company, material breach in performance of covenant, conditions and agreement, providing notice to lenders and security trustee in case of event of default or potential event of default, granting of loans and advances under the ICICI Facility; and

    - rating of lenders facilities by a credit rating agency and routing all banking business through the lender pro-rata to the lender's exposure in the aggregate credit facilities from the banking system under the KMB sanction letter.

- HYTPL was not in compliance with the DSCR for the Financial Years 2015 and 2014, and certain information covenants provided in the HYTPL Facility for previous years. Further, the defaults under the HYTPL Facility also triggered a cross-default under the HYTPL ECB Facility. Similarly, the defaults under the HYTPL ECB Facility also triggered a cross-default under the HYTPL Facility;

- BHTPL was not in compliance with the DSCR provided in the BHTPL Facility for the Financial Years 2015 and 2014. The defaults under the BHTPL Facility also triggered a cross-default under the BHTPL ECB Facility. The non-compliance with the DSCR provision under the BHTPL ECB Facility was remedied in relation to the Financial Year 2014 by amendment of the DSCR provision. Similarly, the other defaults under the BHTPL ECB Facility also triggered a cross-default under the BHTPL Facility;

- RPTPL was not in compliance with DE ratio under the RPTPL Facility and the DSCR and the DE ratio under the RPTPL ECB Facility. The defaults under the RPTPL Facility also triggered a cross-default under the RPTPL ECB Facility. Similarly, the defaults under the RPTPL ECB Facility also triggered a cross-default under the RPTPL Facility.

- AJTL, BRTPL and SUTPL were not in compliance with certain information covenants, including, provision of reports to the lenders, notice to shareholders and conducting shareholders meetings under its financing agreements.

- ARRIL and AJTL were not in compliance with the DSCR provided in the relevant financing agreements for Financial Year 2015.

- MBCPNL was not in compliance with the DSCR provided in its financing agreement for Financial Year 2015.

- Each of the above-mentioned non-compliances also triggered cross-defaults in the ICICI Facility and the GDA Facility. Further, the non-compliances and the cross default in the ICICI Facility and the GDA Facility also triggered cross-defaults in the IDBI Facility, BRTPL Facility and the SUTPL Facility. The cross-default under the IDBI Facility had also trigged a cross default under the GDA Facility and ICICI Facility.

- In addition to the above, certain non-compliances by SEL, our corporate Promoter (which is also listed as a sponsor/guarantor in the financing agreements of our Company, RHTPL, BRTPL and SUTPL) also triggered a cross-default in the ICICI Facility, the GDA Facility, RHTPL Facility, the BRTPL Facility and the SUTPL Facility. Further, certain non-compliances by our Company (which is also listed as a sponsor/guarantor in the financing agreements of RHTPL, BRTPL and SUTPL) had also triggered a cross-default in the ICICI Facility and GDA Facility, RHTPL Facility, BRTPL Facility and the SUTPL Facility. Further, the cross-defaults in the RHTPL Facility, the BRTPL Facility and the SUTPL Facility had also triggered a cross-default in the ICICI Facility and the GDA Facility.

While we have received waivers for the above past non-compliances from the relevant lenders, these waivers are applicable as of the date of the waiver. Further, the waivers are only for past defaults and we cannot assure you that the waivers under financing agreements where we may have new or additional defaults may be forthcoming. We cannot assure you that we will be in compliance with our obligations under the financing agreements including with respect to maintenance of certain financial ratios.

In addition to the other rights available under the ICICI Facility, the ICICI Facility also provides the lenders with the right to convert any outstanding amounts into equity shares of our Company at par. While we have received waivers from ICICI Bank in relation to the events of default under the ICICI Facility, we cannot assure you that ICICI will not exercise its rights under the ICICI Facility for any future events of default.

AJTL has informed its lenders of non-compliance with the DSCR covenant for the Financial Years 2014, 2013 and 2012, through a letter dated November 18, 2014. In addition, ARRIL has informed its lenders of non-compliance with the DSCR covenant for the Financial Year 2014, through a compliance certificate dated June 16, 2014. The relevant financing agreements provide that the lenders are entitled to issue a notice of such default and upon receipt of such notice, AJTL and ARRIL are required to remedy the breach within the cure period provided in the respective financing agreements. Neither AJTL nor ARRIL has received a notice from its lenders for such non-compliance. We cannot assure you that the lenders will not issue notices in the future or take any other action under the relevant financing agreements. In the event AJTL or ARRIL receive such notices and are unable to cure the default within the specified time period, the lenders will be entitled to exercise rights available to them as a consequence of such events of default. Such events of default will also trigger a cross default in certain of our other financing agreements and in case of ARRIL, would result in a default under its concession agreement as well.

The inability to obtain waivers, remedy defaults, prevent non-compliance could adversely affect our cash flows, business, results of operation and financial condition.

In the event that we are unable to remedy defaults or obtain necessary waivers for any future non-compliances, in time or at all, one or more of our lenders may accelerate our obligations under the financing agreements, convert any outstanding amounts into equity shares of our Company and Subsidiaries at par, seek to invoke or enforce their security interest in respect of such borrowings, including by way of our lenders seeking to take over and sell or transfer our assets (excluding project assets) or by requiring a reorganization of our management set-up and appointment of nominee directors on our Board or the board of directors of our Subsidiaries. We cannot assure you that we will be in compliance with any of the covenants in the future or that we will be able to obtain waivers for such non-compliances in the future. Moreover, acceleration of loans by one or more lenders may trigger cross acceleration and cross default provisions in other financing agreements. We may not be able to meet our obligations to our lenders if our lenders accelerate the loans, which may adversely affect our cash flows, business, results of operation and financial condition.

See "Financial Indebtedness" beginning on page 450.

2. ***We may be dependent on SEL, our corporate Promoter, for acquiring our projects, their expertise in executing BOT projects and their assistance to complete the financing for our projects. Further, the agreement between SEL and our Company pursuant to which SEL has undertaken to carry out the roads, highway and related business only through our Company and our Subsidiaries may be subject to issues relating to enforceability under Indian law. Further, since our Promoter, SEL, is in similar lines of business as our Company, there may be potential conflicts of interest between our Company and our Promoter.***

While our Company is pre-qualified on an annual basis up to December 31, 2015, to bid either directly or through joint ventures for BOT projects, subject to certain eligibility criteria, of project value up to ₹ 26,500 million by the NHAI, we may continue to be dependent on SEL for acquiring projects awarded by NHAI, which are either of a higher project value or due to the requirements of the concession, financing or other bidding documents for the project.

SEL, our corporate Promoter, is a pre-qualified bidder meeting the technical and financial qualifications stipulated by the NHAI for construction of NHAI road projects. In the past, once SEL was declared as the selected bidder for a BOT road and highways project, it either transferred its shareholding in the relevant SPV incorporated for such purpose to our Company or incorporated the SPV with our Company as a shareholder. However, in relation to the MBHPL Project, prior to signing the concession agreement, KSHIP did not permit our Company to hold shares in MBHPL in place of our corporate Promoter, SEL, because the bid for the project was awarded to SEL. SEL has filed an application dated October 22, 2014 with KSHIP to provide consent for a transfer of 74.0% of the shareholding in MBHPL from SEL to our Company. We cannot assure you that the application will be considered favourably and that the MBHPL Project will be transferred from SEL to our Company. We cannot assure that such instances will not occur in the future and that shares of the subsidiaries incorporated by SEL will be transferred to our Company. Further, until now, the EPC work for most of our projects has been carried out by SEL through a fixed price contract with us, the terms of which include clauses on limitation of liability of SEL to the extent of its fees payable under the EPC contract. Accordingly, if there is any liability in excess of such amount, we may have to incur costs to meet such liabilities and which such costs may not be recoverable from the EPC contractor. SEL's financial strength also assists us in securing the financing for our projects.

SEL and our Company have entered into an agreement dated October 22, 2014, pursuant to which, SEL has undertaken, among other things, to carry out the roads, highways and related business on BOT basis only through our Company and our Subsidiaries subject to certain terms and conditions as set out in the agreement. We cannot assure you that SEL, our corporate Promoter will continue to transfer interest in projects to us or continue to provide assistance on terms which are similar to terms which it has provided in the past or which are favourable to us or at all (EPC, pre-qualification or otherwise), which may restrict our ability to acquire or develop future projects. The agreement is subject to the provisions of the Indian Contract Act, 1872, as amended, with respect to certain provisions in the agreement which may be considered by a court of law in India as resulting in a restraint of trade and held to be unenforceable. Any violation, non-compliance (whether in whole or in part) or unenforceability of the agreement may have an adverse effect on our growth, the results of our operations and financial condition. See "History and other Corporate Matters" on page 239 and 240. Further, the agreement may also be subject to the provisions of the Competition Act, 2002, as amended. For additional risks in relation to the Competition Act, see "Risk Factors — External Risks — Risks Related to India — We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could adversely affect our business." on page 51 and 52.

Further, while we have entered into an agreement with SEL, whereby the road and highways and related projects business on a BOT basis will be carried out by our Company and its subsidiaries and not by any other entity in the SEL group, subject to the requirements of the bid, concession and financing documents, we cannot assure you that there will not be a conflict in interest between our Company and SEL, our corporate Promoter in the future. See "History and Certain Corporate Matters – Summary of Key Agreements" on pages 241 to 252.

3. ***Associates of I-Sec, one of our BRLMs, have other associations with our Company and Subsidiaries and shall benefit from the Objects of the Issue and therefore, ICICI Bank Limited and I-Sec may be considered as interested parties with respect to these transactions.***

We have appointed I-Sec, among others as a BRLM for this Issue. We have availed several loan facilities (including external commercial borrowings) from ICICI Bank Limited, a company under the same management as I-Sec, as part of our normal borrowing activity. As of May 31, 2015, the principal amount outstanding on the loans availed from ICICI Bank Limited is ₹ 4,324.20 million and USD 136.77 million, of which ₹ 1,800 million is proposed to be repaid from the Net Proceeds. Further, we have issued debentures to or availed loans under different schemes of ICICI Prudential and as of May 31, 2015 the principal amount outstanding under those is ₹ 2,000 million. In accordance with our financing agreements for the loans availed, 31,096,308 Equity Shares of our Company, 2,510,400 equity shares of ARRIL, 13,453 equity shares of MBCPNL, 10,579,052 equity shares of SUTPL and 8,843,400 equity shares of BRTPL, 20,212,192 equity shares of BHTPL, 1,656,355 equity shares of HYTPL, 14,400,000 equity shares of NSEL and 1,115,087 equity shares of RPTPL have been pledged with ICICI Bank Limited as on May 31, 2015. See "Financial Indebtedness" on pages 450 to 452. Therefore ICICI Bank Limited and I-Sec may be considered as interested parties with respect to these transactions.

4. ***Our Company proposes to utilize a portion of the Net Proceeds to repay or prepay certain loans availed by our Company, including repayment to SEL, our corporate Promoter, and accordingly, the utilization of that portion of the Net Proceeds will not result in creation of any tangible assets.***

Our Company intends to use a certain portion of the Net Proceeds for the purposes of repayment or prepayment, in full or part, of certain loans availed by our Company. The details of the loans identified to be repaid or prepaid using the Net Proceeds have been disclosed in the section titled "Objects of the Issue" on pages 155 to 161 ("Identified Loans"). However, the repayment or prepayment of the Identified Loans are subject to various factors including, (i) any conditions attached to the loans restricting our ability to prepay the loans and time taken to fulfil such requirements, (ii) receipt of consents for prepayment or waiver from any conditions attached to such prepayment from our respective lenders, and (iii) terms and conditions of such consents and waivers. While we believe that utilization of Net Proceeds for repayment of loans would help us to reduce our cost of debt and enable the utilization of our funds for further investment in business growth and expansion, the repayment of loans will not result in the creation of any tangible assets for our Company.

5. We have entered into and may in the future enter into related party transactions.

We have in the course of our business entered into, and will continue to enter into, transactions with related parties. Our Company has entered into several related party transactions with SEL, our corporate Promoter and our Subsidiaries, including in relation to acquisition of projects, construction and development of projects, management services, operations and maintenance services, inter-corporate loans, transfer of property and office space. For more information regarding our related party transactions, see "Related Party Transactions" beginning on page 293. We cannot assure you that we will receive similar terms in our related party transactions in the future.

While we believe that all of our related party transactions are in compliance with applicable law, we cannot assure you that we could not have achieved more favourable terms had such transactions been entered into with unrelated parties. Further, the Companies Act, 2013 has brought into effect significant changes to the Indian company law framework including specific compliance requirements such as obtaining prior approval from audit committee, board of directors and shareholders for certain related party transactions. We cannot assure you that such transactions, individually or in the aggregate, will not have an adverse effect on our reputation, cash flows, business, results of operations and financial condition.

6. Delays in the completion of construction of current and future projects could lead to termination of the concession agreements or cost overruns, which could have an adverse effect on our cash flows, business, results of operations and financial condition.

Typically, our projects are subject to specific completion schedules. We provide the concessioning authorities with performance securities, which are typically valid for a period of one year from the appointed date (i.e. the date on which conditions precedents under financing agreements for the project are fulfilled), and require us to complete the construction of our projects within a specified timeframe. The performance security provided for our AJTL, ARRIL, MBCPNL and NSEL Projects is valid for more than one year.

Additionally, our BOT projects are typically required to achieve commercial operation no later than the scheduled commercial operation dates specified under the relevant concession agreements, or by the end of the extension period, if any is granted by the concessioning authority. Subject to certain customary exceptions such as (i) occurrence and continuance of force majeure events that are not within the control of the concessionaire, or (ii) delays that are caused due to reasons solely attributable to the concessioning authority, failure to adhere to contractually agreed timelines or extended timelines could require us to pay liquidated damages as stipulated in the concession agreement or lead to encashment and appropriation of the bank guarantee or performance security. The concessioning authority may also be entitled to terminate the concession agreement in the event of delay in completion of the work if the delay is not on account of any of the agreed exceptions. With respect to some of our projects, in the event of termination for any of the aforesaid reasons, we may only receive partial payments under such agreements and such payments may be less than our estimated cash flows from such projects. For example, with respect to termination of the concession agreement entered in relation to the Solapur-Bijapur toll road project due to non-receipt of environmental, forest and wild-life clearances and problems in connection with land acquisition only received a refund of the performance security of ₹ 501.3 million. In addition, due to the termination of the concession agreement our Company also wrote-off a subordinate debt aggregating to ₹ 66.01 million granted to SBTPL during the Financial Year 2014. We cannot assure you that we will not be required to write off other debts given to our Subsidiaries. Further, we may not be able to obtain extensions for projects on which we face delays or time overruns.

The table below provides the total number of our completed and ongoing projects along with the total number of projects that have been delayed or are exceeding project milestones:

Total number of completed projects	6
Total number of delayed projects	2

Total number of ongoing projects	4
Total number of projects exceeding project milestones	1

In addition to the risk of termination by the concessioning authority, delays in completion of development may result in cost overruns, lower or no returns on capital and reduced revenue for the concessionaire thus impacting the project's performance, as well as failure to meet scheduled debt service payment dates and increased interest costs from our financing agreements for the projects. For example, we have faced delays in receipt of provisional completion certificates from the concessioning authorities with respect to the RPTPL Project due to non-receipt of certain approvals and non-shifting of towers by the railway department, the HYTPL Project due to delay in land acquisition by the concessioning authority and certain checkposts in the MBCPNL Project due to various reasons including delay in land acquisition by the concessioning authority and agitation, which has led to a delay in COD. In addition, eight of the check posts in the MBCPNL Project which are currently under construction have exceeded their respective construction periods as permitted under the MBCPNL concession agreement and we have not obtained any waivers or extensions of time for such non-completion of construction work. Further, we have faced delays in commencement of toll collection after COD with respect to the BHTPL Project and the MBCPNL Project due to the late issuance of general resolutions from the concessioning authority. We cannot assure you that similar delays will not occur in the future. Such delays could have adverse effects on our cash flows, business, results of operations and financial condition.

Further, typically for projects in the development stage, the concession agreements require us to complete the financing for the project within the period specified in the relevant concession agreement. In the event of delay in completing the financing for the project, the concessionaire is typically entitled to a limited extension subject to payment of damages to the concessioning authority calculated at a specified rate of the performance security for each day of delay. Timely completion of construction of our projects is subject to various execution risks as well as other matters, including securing financing and receipt of relevant approvals for such projects. We cannot assure you that we will be able to complete the financing for future projects as may be provided in the concession agreements or complete our current and future projects within specified schedules or at all.

We cannot assure you that there will not be a delay in receipt of the letter of acceptance from the concessioning authority after the Company or SEL is declared the lowest bidder. For example, for the Karaikudi-Ramanathpuram project, the NHAI cancelled the project after the bidding was completed and we did not receive a letter of acceptance despite SEL being the lowest bidder. For the MBHPL project there was a period of approximately two years between successfully winning the bid and receiving the letter of acceptance. Such delays could have adverse effects on our cash flows, business, results of operations and financial condition.

7. Our joint venture partners may not perform their obligations, which could impose additional financial and performance obligations on the Company, resulting in reduced profits or in some cases, losses from the projects. Further, we may have disagreements with our joint venture partners with respect to the operation of our SPVs.

Each of ARRIL, BHTPL, MBCPNL and DPTL are SPVs held in partnership with joint venture partners. Further, we anticipate that certain of our future projects will be developed and maintained through joint ventures as we continue to jointly bid for contracts with acceptable joint venture partners.

Our liability in relation to the projects being executed by such SPVs under their concession and financing agreements is typically joint and several. The success of these Subsidiaries depends significantly on the satisfactory performance by our joint venture partners and fulfilment of their obligations, including obligations relating to equity financing. Delays in infusing equity or sub debt contributions on the part of our joint venture partners may potentially adversely affect our ability to subscribe to equity in our incorporated Subsidiaries as the relevant shareholding percentages may be fixed under the relevant joint venture agreements. For example, we had experienced a delay in equity infusion by our joint venture partner in HYTPL in the past (our Company now holds all of the outstanding equity interest in HYTPL). Further, in November 2014, JLI, one of the joint venture partners for the DPTL Project did not contribute to the equity in DPTL primarily due to their exercise of put option for HCC and SEL to acquire the shares of DPTL held by JLI. HCC, SEL and our Company made the required equity contribution in DPTL. While we have not experienced delays in equity infusion by our joint venture partners in our other SPVs, we cannot assure you that we will not face delays in the future.

The inability of a joint venture partner to continue to fund or execute a project due to financial or legal difficulties or its inability to bring in investment as stipulated in the joint venture agreement could result in us bearing increased or entire costs incurred for the completion of the project. In some cases, we may not be able to provide the services which our joint venture partners have failed to provide, due to our lack of experience or expertise in certain areas and we may not be successful in finding acceptable substitute partners, in a timely manner or at all.

Under most of the financing agreements of our Subsidiaries, we, along with our joint venture partners, are required to execute sponsor or promoter undertakings in relation to prescribed equity contributions and providing additional funds in the event of a shortfall in resources or cost overruns during the construction period and meeting certain obligations in the event of default of the financing agreements for all projects.

If our joint venture partners fail to perform their obligations satisfactorily, or at all, the relevant Subsidiary may be unable to perform adequately or deliver its contracted services. Further, we may be more reliant on our joint venture partners in regions where we have limited experience. In addition, we may also need the cooperation and consent of our various joint venture partners in connection with the operations of our Subsidiaries, which we may not obtain in a timely manner or at all. We may have disagreements with our joint venture partners regarding the business and operations of the joint ventures. For example, in relation to BHTPL, our joint venture partner, MCL, has filed a petition before the Company Law Board, Mumbai bench alleging certain irregularities in relation to corporate and other matters pertaining to BHTPL including, *inter alia*, acts of oppression and mismanagement of affairs of BHTPL, non-involvement of the nominee director of MCL in the day to day affairs of BHTPL, awarding of EPC contract to SEL and payment of project fees to our Company through service, rent and O&M agreements. The matter is currently pending. See "Outstanding Litigation and Material Developments" on pages 514 and 515. We cannot assure you that we will be able to resolve such disputes in a manner that will be in our best interests or at all, or that the interests and goals of our joint venture partners will be consistent or aligned with our interests. While we have not experienced any other disputes with our joint venture partners, if we are unable to successfully manage relationships with our joint venture partners, our projects, cash flows and our profitability may suffer.

8. There are outstanding litigation against the Company, our Directors, our Promoters, our Subsidiaries and our Group Companies.

We are involved in certain legal proceedings which are pending at different levels of adjudication before various courts, tribunals, enquiry officers, and appellate authorities.

We cannot provide assurance that these legal proceedings will be decided in our favour. Decisions in such proceedings adverse to our interests may have a significant adverse effect on our business, results of operations, cash flows and financial condition.

A summary of the pending civil and criminal proceedings involving the Company, our Directors, our Promoters, our Subsidiaries and our Group Companies, is provided below:

Litigation involving the Company

Nature of the cases/ claims	No. of cases outstanding	Amount involved *(in ₹ million)*
Civil	1	Not quantifiable
Indirect Tax	1	43.48
Notices	1	0.11

Litigation against our Directors

Nature of the cases/ claims	No. of cases outstanding	Amount involved *(in ₹ million)*
Civil	3	422.76
Direct Tax	5	95.06

Litigation against our Promoters

Nature of the cases/ claims	No. of cases outstanding	Amount involved *(in ₹ million)*
Criminal	1	Not quantifiable
Civil	5	430.88
Labour	1	Not quantifiable
Direct Tax	20	1,165.72
Indirect Tax	4	159.33
Arbitration	1	816.00
Notices	4	8.80

Litigation against our Subsidiaries

Nature of the cases/ claims	No. of cases outstanding	Amount involved *(in ₹ million)*
Civil	5[(1)]	9.12
Direct Tax	14	143.38
Notices	5	Not quantifiable

[(1)] *This includes the show cause notice issued to SEL by the Mining Engineer, Mines and Geology Department for imposing a penalty of ₹ 8.12 million. While SUTPL is not a party to the litigation, the case may have an adverse impact on the SUTPL Project. This also includes the order passed by the National Green Tribunal, Pune, prohibiting the Regional Transport Officer and others from undertaking any activity in relation to illegal mining and cutting of trees in the disputed area. Whilst MBCPNL has not been made a party, the litigation may have an impact on the MBCPNL Project.*

Litigation against our Group Companies

Nature of the cases/ claims	No. of cases outstanding	Amount involved *(in ₹ million)*
Criminal	2	Not quantifiable
Civil	3	0.25
Arbitration	1	Not quantifiable
Motor Accidents Claims	2	0.24
Direct Tax	1	0.28
Notices	5	17.37

The amounts claimed in these proceedings have been disclosed to the extent ascertainable and include amounts claimed jointly and severally. If any new developments arise, such as a change in Indian law or rulings against us by appellate courts or tribunals, we may need to make provisions in our financial statements that could increase our expenses and current liabilities. For further details of legal proceedings involving the Company, its Subsidiaries, our Promoters and our group companies, see "Outstanding Litigation and Material Developments" beginning on page 514.

9. Our Company's performance depends on the financial performance of our Subsidiaries and their ability to declare and pay dividends.

All our projects are operated through our Subsidiaries. Except with respect to our advisory, project and toll management services, our Company's only material sources of revenue are and are expected to be dividends, distributions and payments pursuant to unsecured loans to the Subsidiaries. The ability of these Subsidiaries to make dividend payments is subject to applicable laws and regulations in India relating to payment of dividends. In addition, loans obtained by these Subsidiaries contain restrictions on the payment of dividends, including, among others, financial covenants being met and certain debt service accounts being adequately funded prior to the declaration and/or payment of dividends by these Subsidiaries.

In the event of a bankruptcy, liquidation or reorganisation of a Subsidiary, the Company's claim in the assets of such Subsidiary as a shareholder in the Subsidiary remains sub-ordinated to the claims of lenders and other creditors. Lenders to the Subsidiaries also typically have a floating charge, including dividend payments by, and all cash of, these Subsidiaries, effectively providing the lenders to the Subsidiary a first priority lien over any distribution upon the occurrence of an event of default under the financing arrangements.

10. Some of the reports referred to in this Red Herring Prospectus were commissioned by our Company.

We have obtained certain market data, industry forecasts and data used throughout this Red Herring Prospectus from internal surveys, market research and publicly-available industry, Government and research information, publications and websites. We have also commissioned the following reports which may not be publicly available: (i) Report titled "Traffic Growth Rates for SIPL Toll Roads" by V R Techniche Consultants Private Limited, dated August 2014; and (ii) the CRISIL Report dated August 4, 2015.

Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of the information is not guaranteed. Similarly, while we believe these industry forecasts and market research to be reliable, we have not independently verified this information and do not make any representation as to the accuracy of this information.

11. Delays in the acquisition of private land or eviction of encroachments from Government owned land by the Government may adversely affect the timely performance of our contracts leading to disputes with the Government.

Road and highway projects are dependent on the procurement of unencumbered contiguous land. Failure to acquire unencumbered contiguous land by the Central or State Governments or other concerned agencies under the concession agreements could result in us changing, delaying or abandoning entire projects, which in turn could adversely affect our business.

Pursuant to the terms of most of our concession agreements, Government entities are required to facilitate the acquisition or license of or secure rights of way over, tracts of land or to hand over unencumbered land, free of encroachments to us. Delays in any of the foregoing may result in the delay of project implementation prescribed by the relevant concession agreement and cause consequent delays in commencement of construction or termination of the concession agreement on account of a material default by the concessioning authority. For example, our Solapur-Bijapur toll road project was terminated due to problems in connection with land acquisition and obtaining environment, forest and wildlife clearances. Further, for the NSEL Project, the project size was reduced by approximately 115 lane kms. to 110.92 lane kms. because the land was part of a reserve forest area and bordered a tiger reserve area. Such events may also lead to disputes and cross-claims for liquidated damages between us and the relevant Government entity. Additionally, a failure to acquire land may lead to a change of scope of the project or payment delays or disputes with the Government entity for claims in connection with a completed project's eligibility for an early completion bonus (if any). We will continue to face risks associated with implementation which could be due to reasons including those beyond our control which can include, among others, non availability of environmental clearances, delay in acquisition of land by the Government, or other delays from the concessioning authority or joint venture partners with whom we have entered into contractual arrangements.

Any delays or inability to complete such land acquisitions may also result in increases in the price of construction materials from original estimates, which we may not be able to pass on to the users of toll roads. Further, we may be exposed to legal proceedings or claims by landowners objecting to the acquisition of their lands for our projects. These factors could have an adverse effect on our business, results of operations and financial condition.

12. If the operation of one or more of our projects is disrupted and our Subsidiaries are not able to collect tolls or are not paid annuities on time or at all, or a premature termination of any of our projects occurs, this could have an adverse effect on our financial condition, cash flows and results of operations.

Presently, our revenues are substantially derived from our operating Subsidiaries. For our NSEL Project, we receive a fixed annuity and for our MBCPNL Project, which is partially operational, we have commenced collection of revenue through user fees at nine border check posts. For our remaining five operational projects, we derive revenues from the collection of toll. For the Financial Year 2015, 92.3% of our Company's total revenue on a consolidated basis was contributed by our Subsidiaries. Further, for the Financial Year 2015, BHTPL, RPTPL, ARRIL and MBCPNL contributed 20.7%, 17.0%, 16.2% and 15.9%, respectively to our Company's total revenue.

In the event of disruption in receipt of toll, annuity or user fees, our cash flows, business, results of operations and financial condition may be adversely affected. For example, in relation to the AJTL Project, the Chief Engineer of the PWD, Maharashtra restrained collection of toll at both of the toll booths due to non-compliance with maintenance requirements and non-completion of the railway over-bridges. Pursuant to orders of the Bombay High Court, District and Sessions Court, AJTL was permitted to resume toll collection under an interim arrangement subject to certain conditions including completion of pending work by October 31, 2014 and depositing toll amounts in a separate account to be held in escrow. AJTL was unable to utilize such amount until completion of all the requirements. While the pending work has been completed and the toll amounts held in escrow till February 25, 2015 with respect to the AJTL Project have been released, we cannot assure you that such events will not occur in the future in relation to our Subsidiaries. Any such suspension of toll, annuity or user fees will have an adverse effect on our financial condition, cash flows and results of operations.

Further, we will be unable to continue the operation of a particular road concession without the continuing concession right from the concessioning authorities. A concession may be revoked by the concessioning authority for the reasons set forth in the relevant concession agreement, including but not limited to, one or more of the following:

- failure to comply with prescribed minimum shareholding requirements;
- failure to complete pending items listed in the provisional completion certificate within the prescribed time;
- refusal or non-acceptance of any proposed augmentation of capacity of the existing toll road;
- failure to augment the capacity of the project if the average daily traffic exceeds the design capacity for which the project was designed for in an accounting year and continues to exceed for the next three accounting years;
- failure to make any payments, including negative grants, to the concessioning authority in a timely manner;
- failure to comply with operational or maintenance standards;
- temporary or permanent halt of operations;
- occurrence of an event of default under financing documents where the lenders have recalled all or a portion of the loan;
- continuation of a force majeure event, such as an act of God, act of war, expropriation or compulsory acquisition of any project assets by the Government, industrial strikes and public agitation, beyond a specified time; and
- failure by the relevant Subsidiary to comply with any other material term of the relevant concession agreement.

Under most of our concession agreements, if the concession agreement is terminated by the concessioning authority due to a default by the Subsidiary, or by the Subsidiary due to a default by the concessioning authority, such Subsidiary is entitled to receive termination payments from the concessioning authority in accordance with the terms of the relevant concession agreement. Such termination payments are computed taking into account equity and debt (senior and subordinated), of the Subsidiary in accordance with the concession agreement. There can be no assurance that the concessioning authority will pay such termination payments in time or at all. Further, there can be no assurance that the termination payments from the concessioning authority, if any, will be adequate to enable our Company to recover its investments in the Subsidiaries. If the concession agreements are terminated prematurely, our business, results of operations, cash flows and financial condition may be adversely affected.

For certain of our projects with the concessioning authority, there is a risk that they will want to increase the capacity of the project. If this is the case, we will have right of first refusal to undertake such augmentation. However, for other projects there will be a new bid process. We cannot assure you that if we are required to participate in the bidding process we will be successful. If we do not win the bid to, our cash flows, business, results of operations and financial condition may be adversely affected.

13. ***Our business depends on our ability to successfully bid for or acquire projects. Our inability to successfully bid for or acquire projects could have an adverse effect on the growth of our business.***

As part of our growth strategy, we intend to acquire projects from third parties and bid for projects on an individual basis or with joint venture partners. Such future acquisitions of projects will depend on various factors such as: (i) our ability to identify projects on a cost-effective basis, (ii) our ability to integrate acquired operations into the business, (iii) our ability to outbid our competitors and (iv) other legal, tax and accounting issues. Further, such acquisitions may require consents from the lenders under the existing financing agreements and the concessioning authority. We cannot assure you that we will be able to achieve the strategic purpose of such acquisitions or operational integration or an acceptable return on such investments or successfully bid for such projects, which may adversely affect our cash flows, business, results of operations and financial condition.

14. ***We have not included pro forma financials in the Red Herring Prospectus to give effect to the several acquisitions made by or proposed to be made by our Company. Therefore, investors must rely on their own understanding and evaluation of the impact of the acquisitions on the results of operations and financial condition of our Company.***

Since April 1, 2013 our Company has acquired significant shareholding in MBCPNL, HYTPL, SUTPL, BRTPL, RHTPL, ARRIL and NSEL. As such, line items for our share of profit / loss attributable to minority interest and net profit / loss for the period in our consolidated restated profit and loss statements would be different had such acquisitions happened on April 1, 2013.

Further, our Company has entered into agreements to acquire significant shareholding in MBHPL and DPTL. Since the MBHPL Project is under development, it does not have any revenue. However, MBHPL's assets and liabilities have not been consolidated with our consolidated Restated Financial Statements because our Company does not yet hold any equity shares of MBHPL. Similarly, while we have provided the audited financial statements of DPTL for the Financial Years 2015 and 2014, which includes the comparative financial statements for Financial Year 2013, our consolidated Restated Financial Statements do not consolidate DPTL's results of operations or financial condition.

We have not included pro forma financials in the Red Herring Prospectus to give effect to the several acquisitions made by or proposed to be made by our Company. Therefore, investors must rely on their own understanding and evaluation of the impact of the acquisitions on the results of operations and financial condition of our Company. In addition, our financial statements for the Financial Years 2014 and 2015 included beginning on page 295 would not be accurate indicators of our results of operations and financial condition subsequent to the completion of the proposed acquisitions.

Further, some of the significant accounting policies of DPTL were different from our significant accounting policies. For example, for the Financial Years 2014 and 2013, depreciation of intangible assets was done using straight line method by DPTL and revenue method by our Company. Accordingly, the audited financial statements of DPTL for the Financial Years 2014 and 2013 included in this Red Herring Prospectus are not accurate indicators of DPTL's contribution to our consolidated financial statements. For details of the respective significant accounting policies, see "Financial Statements of Dhule Palesner Tollway Limited" and "Financial Statements" beginning on pages 82 and 295.

15. ***As indicated in the examination report of our auditors relating to our Restated Financial Statements, the Companies (Auditor's Report) Order, 2003 an annexure to the auditor reports to the audited unconsolidated financial statements contains qualification that there were no internal audits carried out of our Company for the Financial Years 2014, 2013, 2012 and 2011. Additionally, there were certain delays in payment of statutory dues and unpaid disputed dues. Further, the audit report also includes certain emphasis of matter paragraphs.***

For the Financial Years 2014, 2013, 2012 and 2011, no internal audit of our Company was carried out and therefore, the auditors were unable to comment on the internal audit system. The absence of an internal audit system may affect procedures such as, among other things, the review of implementation of policies on timeliness and accuracy of recording, valuation and payment of taxes; verification of controls and the compliance with our contracts and laws, rules and regulations. Our auditors for each of the respective periods have qualified their report (unconsolidated and consolidated) on Companies (Auditor's Report) Order 2003 and Companies (Auditor's Report) Order, 2015, as applicable.

Following is a summary of the auditors' qualifications appearing in the auditors' report on Companies (Auditor's Report) Order 2003 and Companies (Auditor's Report) Order, 2015, as applicable, for the last five financial years:

Financial Year	Auditors' Qualifications
2015	Disputed income tax dues outstanding for the financial years 2012, 2011, 2009 and 2008 was ₹ 130.61 million; and Our accumulated losses are more than fifty percent of our net worth.
2015 and 2014	Disputed service tax outstanding for the financial years 2010 and 2011 was ₹ 40.98 million.
2014, 2013, 2012 and 2011	No internal audit was carried out and accordingly, the auditors were unable to comment on the internal audit system.
2015, 2014 and 2013	Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases.
2014	₹ 2,980.68 million raised on short term basis in the form of unsecured loan from related party were used for investment in equity shares and sub-ordinate debts to its subsidiaries and associate as promoter's contributions.
2013	Disputed service tax outstanding for the financial years 2010 and 2011 was ₹ 43.48 million.
2011	Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases and a significant delay with respect to deposit of service tax amounting to ₹ 24.20 million.

In addition to the above, the auditors have also included certain emphasis of matter paragraphs in their audit reports. Investors should consider these qualifications in evaluating our financial position, cash flows and results of operations. For details on these qualifications, emphasis of matter and steps taken by our Company, see "Summary of Financial Information" on pages 77 to 81.

16. We had negative net cash flows from investing activities and restated losses in the past and may continue to have negative net cash flows and losses in the future.

We had negative cash flows from investing activities and restated losses for the following periods as set out below:

Particulars Consolidated	For the Financial Year				
	2015	2014	2013	2012	2011
	(₹ in millions)				
Net cash generated from / (used in) investing activities	(12,055.13)	(9,392.74)	(9,040.40)	(14,581.22)	(8,642.51)
Net increase / (decrease) in cash and cash equivalents	1,156.20	1.18	(719.72)	718.18	489.48
Net Profit / (Loss) for the Year	(3,015.61)	(1,559.37)	(456.66)	97.99	98.84

Negative net cash flows from investing activities for these periods were primarily attributable to the purchase of fixed assets, including work in progress. Restated losses for these periods were primarily attributable to high total expenses. For further details in relation to the net cash flows in the preceding periods, see the section "Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on pages 295 and 494, respectively. We cannot assure you that our net cash flow will be positive in the future.

17. The Promoter Group of our Company does not include Kanubhai Patel and Govindbhai Patel, brothers of our individual Promoter, Vishnubhai M. Patel or any entity in which they may have an interest.

On account of informal business disassociation of Vishnubhai M. Patel from his brothers, Kanubhai

Patel and Govindbhai Patel, the Promoter Group of our Company does not include Kanubhai Patel and Govindbhai Patel or any entities in which they may have an interest. Vishnubhai M. Patel has confirmed that Kanubhai Patel and Govindbhai Patel do not hold, directly or indirectly, any securities in our Company and Vishnubhai M. Patel does not hold, directly or indirectly, any securities in or have any interest in any venture that may have been promoted by Kanubhai Patel and Govindbhai Patel. Further, Kanubhai Patel, Govindbhai Patel and any entity in which they may have an interest are not included in the Promoter Group of our Company since our Company does not have access to any information pertaining to Kanubhai Patel and Govindbhai Patel or any entities in which they may have an interest.

In addition to the above, Kanubhai Patel and others have filed a company petition before the Company Law Board, Regional Bench, Bombay against the Company, SEL, Vishnubhai M. Patel and others under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company*"* on pages 514 and 515.

18. Our Company does not have any listed peer companies for comparison of performance and therefore, investors must rely on their own examination of accounting ratios of our Company for the purposes of investment in the Issue.

Business models of some of the listed companies which undertake certain business, which may be considered similar to our business are not comparable to our business model based on (i) percentage of contribution made by BOT, EPC and other activities to the total revenue of these listed companies; and (ii) nature and extent of activities in diverse sectors undertaken by these listed companies. Therefore, there are no listed companies that may be considered as the peer group of our Company. Therefore, investors must rely on their own examination of accounting ratios of our Company for the purposes of investment in the Issue.

19. We propose to utilise a portion of Net Proceeds for investment in our subsidiary, SUTPL, and we cannot assure you that we will achieve anticipated returns. Further, there has been a delay in implementation of the SUTPL Project and we cannot assure you that there will be no delays in the implementation of the SUTPL Project in the future and which may impact our investment in the SUTPL Project.

We propose to utilise a portion of the Net Proceeds as equity investment and advancing of sub-ordinate debt to our Subsidiary, SUTPL for part financing of the SUTPL Project. Under the terms of the loan arrangement for the SUTPL Project, our Company is required to undertake certain investments by way of *inter alia* equity investment and sub-ordinate debt in the SUTPL Project and we propose to utilise a portion of the Net Proceeds for this purpose. Since this investment is subject to certain restrictions such as restrictions under the relevant financing arrangements on charging of interest on sub-ordinate debt advanced by our Company to SUTPL and certain restrictions under the Companies Act on dividends that can be paid by SUTPL to our Company, we cannot assure you that we will achieve anticipated returns from the investments made in the SUTPL Project or that there are other better business purposes for which the Net Proceeds could have been utilised.

Further, as of May 31, 2015, the overall progress of the SUTPL Project did not meet its targets due to, among other reasons, a delay in acquisition of land and delay in approval of estimates in shifting of utilities from the concessioning authority. We cannot assure you that there will be no operational delays in the future with respect to the SUTPL Project or such delays will not adversely impact our existing and proposed investments in the SUTPL Project.

20. Our Promoters have pledged Equity Shares of our Company, and our Company has pledged equity shares of certain Subsidiaries, in favour of their respective lenders. In the event that such lenders exercise their rights under the respective share pledge agreements in the event of default and in accordance with the respective financing agreements, our business, results of operations, cash flows and prospects may be adversely affected.

As of May 31, 2015, our Company has pledged shares of certain Subsidiaries held by it in favour of certain lenders to secure loan facilities obtained by our Company and its Subsidiaries. For example, our Company has pledged 86.0% of the equity share capital of ARRIL, 51.2% of the equity share capital of AJTL, 20.0% of the equity share capital of BHTPL, 100.0% of the equity share capital of RPTPL, 51.0% of the equity share capital of HYTPL, 30.0% of the equity share capital of NSEL, 56.9% of the equity share capital of MBCPNL, 51.0% of the equity share capital of SUTPL, 51.0% of the equity share capital of BRTPL and 51.0% of equity share capital of RHTPL have also been pledged in favour of lenders. Further, SEL, our corporate Promoter has pledged its shareholding in certain of our Subsidiaries in favour of certain lenders. For details of equity shares of our Subsidiaries pledged by our Company as of March 31, 2015, see "Financial Statements" on pages 331 and 443 to 444.

Also, as of May 31, 2015, our Promoters have pledged Equity Shares equivalent to 25.42% of the equity share capital of the Company as security for the following loans availed of by our Company and SEL:

Name of the Lender / Trustee of the Debentures	Promoters	Percentage of pre-Issue capital	No. of Equity Shares pledged
IL&FS Trust Company Limited	SEL	15.07	46,849,873
	Vishnubhai M. Patel	0.35	1,100,110
ICICI Bank Limited	SEL	10.00	31,096,308

For details of Equity Shares pledged by our Promoters as security for the loan availed of by our Company as of March 31, 2015, see "Financial Statements" on pages 319 to 321.

Any default or breach under the financing agreements pursuant to which such securities have been pledged will entitle the lenders, among others, to enforce the pledge over such collateral and take ownership of the collateral and to sell the pledged equity shares to third parties. If these pledges are enforced, our or our Promoters' shareholding in such Subsidiaries or the shareholding of our Promoters in our Company, as applicable, may be reduced and we may face impediments in taking decisions on certain key, strategic matters and the lenders will be entitled to attend general meetings of our Company or our Subsidiaries, and exercise voting rights in respect of the collateral. In addition, pursuant to the terms of one of our financing agreements, in the event the security has been invoked, all actions of our Company which require special resolution under law will not be taken without prior consent of the lenders. As a result, we may not be able to conduct our business or implement our strategies as currently planned, which may adversely affect our business, results of operations, cash flows and prospects.

21. Our business is substantially dependent on road and other highway BOT projects awarded by various Government entities and could be negatively affected by any adverse development in this sector, including as a result of any adverse changes in the policies adopted by such Government entities.

Our business is substantially dependent on road and highways BOT projects awarded by Government entities. Toll collection, user fee and annuity income from roads and highways BOT projects have historically accounted, and we expect will continue to account for a substantial part of our consolidated revenues from operations. Owing to such lack of diversification, any adverse development in this sector, including as a result of any change in the policies adopted by the Government regarding award of its projects or our existing relationship with the Government could adversely affect our business.

We benefit from policies adopted by the Government in respect of infrastructure developments, including amongst other things, incentives granted, resource and budgetary allocation and concessions. Any changes in these existing policies pertaining to incentives granted, could adversely affect our existing projects and opportunities to secure new projects. For details of certain of these policies and incentives, see "Regulations and Policies" and "Statement of Tax Benefits" beginning on pages 235 and 173, respectively.

We operate in a business environment where awards of road and other infrastructure projects is dependent upon a number of factors, including the economy of the country, the focus of the Central and State Governments on road infrastructure and their budgetary limitations. For example, during the Financial Year 2013, projects awarded under NHDP (Phase I, II and III) decreased to 153 km. Further, while approximately 54.0% of the total length of the NHDP (Phase I, II and III) was complete as of May 31, 2015. In addition, as of June 30, 2015, approximately 94% of the project length of Phase VII of NHDP had yet to be awarded. As such, our business and growth vary from period to period and during those periods where the focus of the Governments and investments in road infrastructure are less, our business and growth may be adversely affected.

In addition, the Government entities are a critical party to the development and ongoing operations of our projects, as a result of which there may be instances when such projects are delayed or disrupted due to, among other things, extensive internal processes, policy changes, Government or external budgetary allocation and insufficiency of funds. For example, with respect to the Karaikudi-Ramanathpuram project, the NHAI cancelled the project after the bidding process was completed. To the extent that any of the projects awarded to us by the Government entities are delayed, disrupted or cancelled, our cash flows, business, results of operations and financial condition may be adversely affected. For example, recent news reports indicate that given the muted response in the public private partnership sector, the NHAI is increasingly beginning to adopt the EPC route for construction of national highways. Further, the Cabinet Committee on Economic Affairs in August 2014 permitted the Ministry of Road Transport and Highways to amend the model concession agreement as may be required from time to time and to decide the mode of delivery of projects. Recently, the Government of Maharashtra has announced exemptions for light motor vehicles from paying toll at certain toll booths in Maharashtra and may also take similar actions for other toll booths in the future. On June 3, 2015, AJTL received a letter from the Government of Maharashtra exempting light motor vehicles (cars and jeeps) and state operated transport buses from toll payment, which will be reimbursed to AJTL by the Government of Maharashtra. While we have not received a notice from the Government of Maharashtra with respect to any of our other projects directing us to exempt certain toll booths from collection of toll, we cannot assure you that we will not receive similar notices for our other projects for collection of toll. Further, we have made a provision for amounts payable to AUDA for toll collected without permission at the ARRIL Project.

Any adverse changes in Government policies may lead to our agreements being restructured or renegotiated or a decrease in the concession period or our inability to collect toll, which could adversely affect our financing, capital expenditure, asset utilization, revenues, cash flows or operations relating to our existing projects as well as our ability to participate in competitive bidding or bilateral negotiations for our future projects.

22. Our Company has unsecured loans that may be recalled by the lenders at any time.

As of May 31, 2015, our Company has availed the following unsecured loans which may be recalled by their respective lenders at any time. In the event that any lender seeks the accelerated repayment of any such loan, it may have a material adverse effect on our business, cash flows and financial condition.

Lender	Amount *(in ₹ million)*
SEL	5,374.61
D Thakkar Construction Private Limited	110.00

In addition to the above, our Promoters and Group Companies may avail of unsecured loans which could be recalled by the respective lenders. See "Financial Indebtedness" on pages 454 to 456.

23. Revenue from toll collections for our toll based projects are dependent on various factors, including, actual traffic volume as compared to our forecasted traffic volumes, traffic saturation and toll leakage.

When preparing the tender for a toll based project, particularly to determine the bid undertaking for such toll based project or contract, we forecast the traffic volume for the road in order to arrive at our expected revenue over the concession period or the contract period, as applicable. In such instances, if the actual traffic volume is significantly less than the forecasted traffic volume, the revenue generated from the toll based project may be lower than the anticipated revenue. We forecast the traffic volume for toll based projects based on the data provided by external agencies engaged by our Company such as traffic consultants and in-house team of professionals. The forecasting of traffic volumes is based on various assumptions, and we cannot assure you that such forecasts will be accurate. While most of our toll-based concession agreements provide for an extension of the concession period if the actual traffic volumes are significantly lower than the target traffic (as per the concession agreement) projected for the project, we cannot assure you that the concession period will be actually extended.

We currently have five operational and one partially operational toll based road projects in India. For toll based projects and user fee based projects, our revenue is primarily derived from toll receipts and user fees, respectively, which are dependent on traffic volumes and traffic mix on the toll roads and toll fees. Traffic volumes are directly or indirectly affected by a number of factors, many of which are outside our control, including:

- toll fees;
- fuel prices in India;
- volume or population of automobiles;
- affordability of automobiles;
- quality, convenience and travel time on alternative routes outside of our network;
- convenience and extent of a toll road's connections with other parts of the local and national highway networks;
- availability and cost of alternative means of transportation, including rail networks and air transport;
- level of commercial, industrial and residential development in areas served by our projects;
- adverse weather conditions; and
- seasonal holidays.

For example, factors such as the mining ban, ban on sand transportation and the Telangana agitation in the past two financial years have affected the toll revenues generated by BHTPL and HYTPL, respectively. In the event that we experience a decrease in traffic volumes or a change in traffic mix, we would experience a corresponding decrease in our revenues, which in turn may adversely affect our business, results of operations, cash flows and financial condition. Generally, the concessioning authority that has granted the relevant BOT concession to us unilaterally determines the terms on which we may collect toll revenues (subject to annual adjustments to account for inflation as specified in the concession agreements), and we are not permitted to increase such toll rates. As a result of such restrictions, in the event of an increase in our operation and maintenance expenses, we may not be in a position to increase our revenues in the same proportion.

Toll roads that are part of projects operated by us may experience high levels of traffic and congestion at certain times of the day or days of the week. Although we may consider possible solutions and take appropriate steps to ease traffic flow and reduce congestion on such roads, there can be no guarantee that the saturation problems will be resolved under conditions that are economically satisfactory to us. This could lead to user dissatisfaction and could potentially reduce the traffic volume which may adversely affect our results of operations, cash flows, business and financial condition.

Further, our collection of toll is primarily dependent on the integrity of toll collection systems, our internal control and checks and internal audit systems and willingness to pay toll fees. While we have in place an internal audit and an integrated toll collection system, the level of revenues derived from collection of tolls may be reduced by leakage through toll evasion, theft, fraud or technical defaults in our toll systems or forced violations by users of our toll roads. If toll collection is not properly monitored, leakage may reduce our toll revenue. Further, toll collection errors may amount to a loss of revenue as there is an inherent risk of under-collection of toll fees given that most users of toll roads pay in cash. Any significant failure by us to control leakage in toll collection systems could have an adverse effect on our results of operations, cash flows, business and financial condition.

24. We may not receive approvals from relevant concessioning authorities or our lenders with respect to our proposed acquisitions and divestments or we may not be able to complete necessary formalities to complete our proposed acquisitions.

We have entered into agreements to purchase the shares of DPTL on September 22, 2010 and November 3, 2014 and MBHPL on November 3, 2014 from SEL, our corporate Promoter, and have made advance payments for part of the shares of DPTL. We have also entered into a share purchase agreement to purchase additional shares of DPTL on April 16, 2015 from HCC Concessions and HCC. The acquisition is pending achievement of certain conditions precedents, including receipt of approvals from the project lenders and the relevant concessioning authorities. DPTL has applied to its lenders for this approval for the transfer on October 30, 2014. DPTL has received an approval from NHAI for shares proposed to be acquired, subject to fulfilment of certain conditions including submission of an undertaking from the members of the consortium to the DPTL Project and their associates that all operational and maintenance requirements of the DPTL Project will be met by itself or through its associates/subsidiaries and submission of no-objection of the senior lenders to the DPTL Project for the acquisition. DPTL has also received approvals from certain project lenders.

Further, we have entered into a share purchase agreement dated November 3, 2014 to acquire 58,511,700 equity shares (74.00% of the outstanding equity interest) from SEL. Currently, we are awaiting approval from KSHIP and the project lenders and expect to complete the acquisition upon receipt of such approvals. For further details, see "History and Certain Corporate Matters" on pages 251 to 252. SEL has applied to KSHIP on October 22, 2014 for approval to transfer shares in MBHPL to our Company. SEL has not applied to MBHPL's lenders for their approval for the transfer of shares in MBHPL to our Company.

We have also entered into an agreement to purchase 10,400,000 shares of MNEL on September 22, 2010 from SEL along with a term sheet with SEL and Gammon Infrastructure Projects Limited, pursuant to which SEL has agreed to transfer 10,399,500 equity shares (19.99% of the outstanding equity interest) of MNEL to our Company, which we intend to sell to Gammon Infrastructure Projects Limited. We have made an advance payment for the share purchase from SEL. The acquisition and divestment of shares of MNEL are subject to the definitive agreements being entered into by the parties and the satisfaction of certain conditions including approvals from the lenders and the concessioning authority. We cannot assure you that the conditions such as receipt of approvals from the concessioning authorities or lenders will be satisfied or such acquisitions or divestments will be completed within the time stipulated or at all. In addition, SEL has filed a petition before the Company Law Board, Mumbai bench against, among others, MNEL, GIL and GIPL alleging certain acts of oppression and mismanagement of affairs of MNEL. The Company Law Board has passed an order recording the consent terms arrived at between the parties and directed that SEL shall have tag-along rights to sell its 20.00% shareholding along with the shareholding of GIPL to a third party. See "Business – Proposed Acquisition and Divestment of MNEL Project" on page 228.

Further, we have entered into several agreements for transfer of shares in certain other SPVs, which are yet to be completed due to certain transfer formalities. For instance, we have entered into an agreement dated November 3, 2014 to purchase 2,092,000 (20.00%) equity shares of ARRIL ("ARRIL Sale Shares") from PIPL. While we have paid consideration for the equity share purchase to PIPL, the transfer of 627,600 ARRIL Sale Shares is pending replacement of pledge by our Company. Further, we are liable to pay interest at the rate of 12.45% per annum on the second tranche consideration, payable from March 1, 2015 till the expiry of 90 days thereon. We cannot assure that we will complete the transfer formalities in a timely manner or at all. Similarly, the transfer of certain equity shares of NSEL is pending release of pledge by NSEL's lenders. Failure or delay in completing the transfer formalities may adversely affect our cash flows, business, results of operations and financial condition.

25. Our inability to complete the acquisitions of equity shares of DPTL successfully or any significant liability as a result of the acquisitions may adversely affect our business, results of operations and financial condition.

Our Company has entered into agreements to purchase up to 99.0% of the equity shares of DPTL from SEL, HCC Concessions and HCC. Further, the NHAI has levied certain claims against DPTL for not rectifying defects and deficiencies in the DPTL Project for certain periods, relating to, among others, not maintaining emergency call boxes and repair of potholes and damaged pavements.

Further, under the share purchase agreement dated September 22, 2010 entered into with SEL, our Company has paid ₹ 163.80 million for acquisition of 27.18% of the equity share capital of DPTL. In addition, pursuant to share purchase agreement dated November 3, 2014 entered with SEL, our Company is required to pay ₹ 81.90 million for 11.9% of the equity share capital of DPTL. Further, our Company and SEL have entered into a share purchase agreement dated April 16, 2015 with HCC Concessions and HCC to acquire 60.0% of the outstanding equity share capital of DPTL for an aggregate consideration of ₹ 412.68 million. Our Company is also required to acquire a subordinated shareholder loan of ₹ 1,627.03 million granted by HCC to DPTL, including any unpaid interest that is due and payable. Currently, we have received approval for the transaction from NHAI and from certain project lenders and are awaiting approvals from the remaining project lenders. We expect to complete this acquisition once such approvals are received and the remainder of the conditions precedent to the acquisition (which are currently being progressed) are satisfied. For further details, see "History and Certain Corporate Matters" on pages 249 and 251.

The share purchase agreement with HCC Concessions and HCC specifically requires, among others, that (i) all non-compliances under financing agreements be waived by the respective lenders; and (ii) the parties agree upon the statement of claim in relation to the NHAI claim, as conditions precedent to completion of the acquisition. We cannot assure you that DPTL will successfully address these requirements, which may lead to a delay in acquiring DPTL. Any failure in successfully acquiring DPTL, or any delays in the integration process, could adversely affect our ability to achieve the anticipated benefits of the acquisition of DPTL and may adversely affect our business, results of operations and financial condition. For details of the acquisitions and the DPTL Project, see "History and Certain Corporate Matters" and "Business" on pages 249 and 251 and 226 to 227, respectively.

In addition, the acquisition of DPTL may be completed after listing of the Equity Shares on the Stock Exchanges. We cannot assure you that such acquisition will not have an impact on the business and financial results of our Company.

Further, while certain representations and confirmations have been obtained from the sellers of equity interests in DPTL, we may remain subject to various liabilities, risks and uncertainties upon completion of acquisition including existing debt obligations of DPTL, liabilities in relation to legal proceedings, claims of NHAI, non-compliances with applicable laws.

26. We are required to meet specifications and standards of operation and maintenance in our projects. We may be subject to increase in operation and maintenance costs which will lead to an increase in operating expenses to comply with such specifications and standards, which may adversely affect our business, cash flows and results of operations.

Our concession agreements typically specify certain operation and maintenance standards and specifications to be met by us while undertaking our operation and maintenance activities. These specifications and standards require us to incur operation and maintenance costs on a regular basis. Our operating expenses for the Financial Years 2014 and 2015 were ₹ 885.20 million and ₹ 1,413.80 million, respectively, representing 22.5% and 26.8%, respectively of our total revenues for the same periods. The operation and maintenance costs and operating expenses of our projects may increase due to factors beyond our control, including, among others:

- standards of maintenance or road safety applicable to our projects prescribed by the relevant regulatory authorities;
- restoration of our projects in the event of any landslides, floods, road subsidence, other natural disasters accidents or other events causing structural damage or compromising safety;
- unanticipated increases in construction material costs;
- higher axle loading, traffic volume or environmental stress leading to more extensive or more frequent heavy repairs or maintenance costs;
- increase in electricity tariff rates or other fuel costs resulting in an increase in the cost of energy;
- local disturbances;
- increase in the cost of labour; and
- adverse weather conditions.

In the event that our costs increase, we may be unable to offset such increases with higher revenues by increasing toll fees or annuity payments to be received. As such, the inability to change the terms and conditions, including the toll fees and annuity payments of the concession during the concession period may adversely affect our operational and financial flexibility. Any significant increase in operation and maintenance costs beyond the amounts budgeted for by us, or any failure to meet quality standards, may increase our operating expenses, reduce our profits, could expose us to penalties imposed by the concessioning authorities and could have an adverse effect on our cash flows, business, results of operations and financial condition.

27. Our ability to negotiate the standard form of contracts for our projects may be limited and certain restrictive, unusual or onerous provisions may be imposed on us.

Concession agreements with the NHAI are based on a model concession agreement prescribed by the NHAI, which provides for a fixed term concession with no provisions for renewal of the concession agreement after the expiry of the term. Further, the concession agreements for some of our projects provide that the concessioning authority may decide to augment the capacity of the project roads prior to the completion of the concession term by way of a new bid process. We cannot assure you that we will be successful in winning any subsequent bid for such capacity augmentation and such loss may lead to a reduction in the concession period of the project. Additionally, we may be restricted in our ability to, among other things, increase toll rates, sell our interests to third parties, undertake expansions and contract with certain third parties.

Our ability to negotiate the terms of contracts with concessioning authorities is limited and certain restrictive, unusual or onerous provisions may be imposed on us, such as the requirement to seek consent prior to undertaking certain actions (including for creation of encumbrances or security interests and selection of contractors), payment of liquidated damages in certain cases, minimum shareholding requirement, restriction on transfer of equity shares, indemnifying concessioning authorities, setting up escrow arrangements for toll roads, construction of competing toll roads by the Government or the concessioning authority, change of scope of work of the projects, compliance with operation and maintenance requirements and substitution of the concessionaire by the NHAI and the senior lenders in the event of breach or default under the project documents and financing documents. The concession agreements also contain provisions that mandate substitution clauses in project agreements. Additionally, pursuant to a circular dated January 29, 2014 issued by the NHAI, the NHAI or lenders may substitute the concessionaire, the selected bidder or the consortium members of the toll road projects in the event of a "financial default" by such entity, which includes situations in which the NHAI or lenders have reasons to apprehend that such entity is likely to face financial distress and is likely to default in the compliance of the terms of the relevant concession agreement. While approving such substitutions, the NHAI may also impose a penalty on the defaulting entity, subject to a cap of 1.0% of the total project cost.

For example, in relation to some of our projects, we have not submitted project agreements such as financing agreements to the NHAI for its review prior to amending such agreements. Further, on August 12, 2015, SEL transferred the outstanding shares in NSEL to our Company. Further, in the case of the concession agreement for AJTL, AJTL was solely responsible for acquiring land required for the construction of the AJTL Project and had to bear the risk and costs in connection with such land acquisition for the project. Further, the Government of Maharashtra has the absolute right to take over the project facility at any time after completion of the project during the concession period subject to a compensation of the unrecovered amount according to the cash flow statements of AJTL. Under the concession agreement for MBCPNL, even though the concessioning authority or the Government of Maharashtra is responsible for applying for environmental clearances specified under the concession agreement, MBCPNL is required to pursue and obtain all environmental clearances and permissions required for the MBCPNL project. We cannot assure you that such failure or inability to obtain the necessary approvals will not constitute an event of default under the relevant concession agreements.

In addition to toll projects, we currently operate one project on an annuity basis. Annuity projects have certain inherent risks associated with them, including fixed payments and our inability to further negotiate financial terms. Further, the annuity payment is generally payable at regular intervals as provided in the concession agreement and is subject to reduction if the assured availability of the carriageway is not available for use by traffic for each annuity payment period.

The form of the concession agreement has only evolved in the last decade and there is limited guidance available on the interpretation of a number of terms and conditions of such concession agreements. In addition, certain terms of the concession agreements are untested and accordingly, their interpretation by the NHAI or the relevant concessioning authority may be different from that of our Company. In the event that the interpretation of such concession agreements is unfavourable to us, our cash flows, business and results of operations may be adversely affected. For details of the general terms and conditions of concession agreements, see "Business" on pages 228 and 229.

If, due to unforeseen circumstances, we are required to but are unable to negotiate out of the restrictive, unusual or onerous provisions which we had previously agreed to, our cash flows, business, results of operations and financial condition may be adversely affected.

28. Certain of our concession agreements with commissioning authorities require payment of fixed annual premiums in consideration for being granted the right to build and operate the concession project. Failure to make such payments could result in the termination of the relevant concession agreement by the commissioning authority.

Under our concession agreements for the RPTPL, HYTPL and SUTPL Projects, we are required to make a premium payment to the NHAI, for securing the right to build and operate the project. These premium payments are to be paid from the first year of the operation and have subsequent increments for each year of the concession period. In the event of any decrease in our revenue due to lack of growth in traffic or otherwise, we may not be able to generate enough revenue from such projects to make the annual premium payment in a timely manner. Failure to make such payments could constitute an event of default under the relevant concession agreement.

The Ministry of Road Transport and Highways conveyed a scheme of deferment of premium whereby the premium payable to the NHAI could be deferred over a few years and is payable along with interest. For example, in relation to the HYTPL and RPTPL Projects, we were permitted to defer our premium payment obligations under the respective concession agreements subject to certain additional restrictive covenants and onerous obligations. For example, the concessionaire was not permitted to make any claim on return on equity until the outstanding deferred premium obligations along with interest are fully met and until the premium equals or exceeds the originally quoted premium for that particular year. Further, the NHAI has the authority to terminate the concession at any point if in its sole opinion, the deferred premium along with debt due is more than potential fee flows available from the project for the balance period of the concession.

If any of our concession agreements are terminated as a result of a failure to satisfy annual premium payment liabilities, our cash flows, business, results of operations and financial condition may be adversely affected.

29. Our Company did not register with the RBI as a NBFC despite having been classified as a NBFC for the Financial Year 2011. Our Company may be subject to a penalty for non-registration as a NBFC.

While our Company met the requirements to be classified as a NBFC for the Financial Year 2011, as provided in the Reserve Bank of India Act, 1934 (the "RBI Act"), we did not register with the RBI as a NBFC. Our Company had applied to the RBI on November 14, 2014, seeking an exemption from such registration requirements for the Financial Year 2011. The RBI, through its letter dated November 24, 2014, observed that our Company was not a NBFC as on March 31, 2014, because our Company did not meet the principal business criteria (a necessary condition to be considered as a NBFC) for the three subsequent Financial Years 2012, 2013 and 2014. Further, while the RBI noted that our Company has violated provisions of section 45-1A of the RBI Act for the Financial Year 2011, the RBI has not taken any action. We cannot assure you that RBI will not require our Company to pay a penalty for non-registration as a NBFC for the Financial Year 2011.

In addition, while our Company does not currently qualify as a core investment company ("CIC"), we cannot assure you that our Company will not qualify as a NBFC or a CIC in the future, due to the nature of the business of our Company. In the event our Company is classified as a NBFC or a CIC, we will be required to comply with certain conditions, including those in relation to adjusted net worth and outside liabilities, as specified under the RBI Act and other applicable regulations.

30. Failure to provide performance security may result in forfeiture of bid security and termination of the contract thereby affecting our cash flows, business, results of operations and financial condition.

We are required to deliver a performance security to the concessioning authority under the concession agreements. Typically, we are required to ensure that the performance security is valid and enforceable for a period of one year after the appointed date or such other period as is stipulated under the concession agreement. Under the concession agreement for MBCPNL, MBCPNL is required to provide separate performance securities for the construction period and the operations and maintenance period. This performance security will be released after one year of handing over the project to the

Government of Maharashtra after completion of the concession period.

Delay or inability in providing performance security may result in termination of the concession agreement or the bid security may be encashed by the concessioning authority. As of May 31, 2015, we have outstanding performance securities of ₹ 335.00 million in aggregate for our operating projects and projects which are under various stages of development. In case of an event of default by us or failure by us to meet the conditions precedent under the relevant concession agreement, the concessioning authority is entitled to encash the relevant performance security. Upon such encashment, the concessioning authority is required to grant us a stipulated period of time to provide a new performance security or in the event of partial appropriation, replenishing the existing performance security to its original level. If the new performance security is not provided or if the existing performance security is not replenished within such period, the concessioning authority may terminate the relevant concession agreement. Further, upon furnishing of a new performance security or replenishing the existing performance security, we may be granted an additional cure period to remedy the default, and if the default is not remedied within such period, the concessioning authority may terminate the relevant concession agreement. In the event that a significant amount of performance security provided by us is required to be encashed, our cash flows will be adversely affected.

31. Our business requires working capital. Any failure in arranging adequate working capital for our operations may adversely affect our business, results of operations, cash flows and financial condition.

We have working capital requirements for our projects, part of which would be met through additional borrowings in the future. Moreover, we may need working capital for project management business, particularly for the operation and maintenance of our projects. There can be no assurance that we will be successful in arranging adequate working capital for our operations and any failure in doing so may adversely affect our cash flows, business, results of operations and financial condition.

32. Our Company will not receive any proceeds from the Offer for Sale portion and our Company's management will have flexibility in utilising the Net Proceeds.

This Issue includes an Offer for Sale of 6,471,524 Equity Shares by the Selling Shareholders. The entire proceeds of the Offer for Sale after deducting relevant Issue expenses from the Offer for Sale will be paid to the Selling Shareholders and our Company will not receive any such proceeds. For further details, see "Objects of the Issue" on pages 151 and 167.

Our Company intends to primarily use the Net Proceeds of the Issue for the capital expenditure and repayment of certain loans as described in "Objects of the Issue" beginning from page 151. The management of our Company will have broad discretion to use the Net Proceeds, and investors will be relying on the judgment of our Company's management regarding the application of the Net Proceeds. The funding plans are in accordance with our Company's own estimates. Our Company may have to revise its management estimates from time to time and consequently its requirements may change. Additionally, various risks and uncertainties, including those set forth in this section "Risk Factors", may limit or delay our Company's efforts to use the Net Proceeds to achieve profitable growth in its business.

Further, pursuant to Section 27 of the Companies Act, 2013, any variation in the objects would require a special resolution of the Shareholders and our Promoters or controlling Shareholders will be required to provide an exit opportunity to the Shareholders of our Company who do not agree to such proposal to vary the Objects, in accordance with the Articles of Association of our Company and as may otherwise be prescribed by the SEBI.

Furthermore, pending utilisation of the Net Proceeds of the Issue, our Company will have flexibility to temporarily invest the Net Proceeds in deposits with schedule commercial banks. Accordingly, the use of the Net Proceeds for purposes identified by our Company's management may not result in actual growth of its business, increased profitability or an increase in the value of your investment.

33. We have incurred significant indebtedness which may restrict our ability to raise the required funds in future in a timely manner, on favourable terms or at all.

The road infrastructure sector is capital intensive and requires significant expenditure. Our ability to borrow and the terms of our borrowings will depend on our financial condition, the stability of our cash flows, general market conditions for infrastructure companies, economic and political conditions in the markets where we operate and our capacity to service debt in what is expected to be a rising interest rate environment. As of July 31, 2015, our total outstanding indebtedness was ₹ 65,919.82 million. For this purpose, the exchange rate for borrowings in USD has been considered at 1 USD = ₹ 64.0054, the exchange rate prevailing on July 31, 2015. Our significant indebtedness results in substantial debt service obligations which could lead to reduced availability of cash flow to pursue growth plans, increased vulnerability to economic downturn and limited flexibility in our operations. Given the nature of our business, we will continue to incur substantial indebtedness even after the Issue, and we cannot assure you that the aforementioned risks will not have an adverse effect on our cash flows, results of operations and financial condition.

Under certain of our existing financing agreements, we are required to obtain prior consent from the existing lenders for incurring any additional indebtedness, issuing debentures, any change in capital structure and accepting deposits from the public. Compliance with the various terms of our financing agreements is subject to interpretation and we cannot assure you that we have requested for or received all consents from our lenders that are required under our financing agreements. In particular, with respect to the restructurings of HYTPL, MBCPNL, SUTPL, BRTPL and RHTPL, the lenders may interpret the agreements such that we may require their consents for changes in memorandum and articles of association of the relevant Subsidiary, changes in existing management, modification or cancellation of project documents and transfer of pledged shares. As a result, it is possible that a lender could assert that we have not complied with all terms under our existing financing agreement. Any failure to comply with such requirements under our financing agreements that is not waived by our lenders or is not otherwise cured by us, may lead to a termination of our credit facilities and may adversely affect our ability to conduct our business and operations.

Further, one of our financing agreements provides that loans and other funding rolled over, refinanced or obtained by us for a certain period of time from the date of the existing facility, shall not be on more economically favourable terms with respect to such existing facility. In addition, our Company has given non-disposal undertakings in respect of certain equity shares in certain of the Subsidiaries, which prohibit us from creating any security interest or encumbrance on such equity shares. Such conditions in our financing agreements may restrict our ability to obtain additional funds in a timely manner, on favourable terms or at all. Any inability to obtain sufficient financing could result in the delay or abandonment of our development and growth plans. As a result, if adequate financing is not available, there may be an adverse effect on our cash flows, business, results of operations and financial condition. For further details regarding our indebtedness, see "Financial Indebtedness" beginning on page 450.

34. The road BOT infrastructure sector is intensely competitive and our inability to compete effectively may adversely affect our cash flows, business, results of operations and financial condition.

We face significant competition for the acquisition and bidding of projects from a large number of infrastructure and road development companies. Prior to our Company's pre-qualification to bid for BOT projects awarded by NHAI, SEL bid for projects, which were then transferred to us. For projects awarded by NHAI, if average daily traffic on roads increases beyond a certain point (i.e. 90.0% of 60,000 PCU's in any year), the NHAI may commission a competing toll road. Further, some of our competitors may commence operations in the vicinity of our current projects and may charge toll at competitive prices, resulting in a decrease of use of our projects. While technical capacity and performance and personnel, as well as reputation and experience, are important considerations in the concessioning authority's decision, price is a major factor in most tender awards. Once prospective bidders clear the technical requirements of the tender, the contract is usually awarded to the most competitive financial bidder.

Further, for many large road and highway BOT projects, SEL or we may not always meet the pre-qualification criteria in our own right. Thus, another key factor affecting our financial results is our ability to partner and collaborate with other companies as joint venture partners or co-sponsors. We face competition from other bidders in a similar position looking for acceptable joint venture partners for pre-qualification requirements. If SEL or we are unable to partner with other companies or lack the credentials to be the partner-of-choice for other companies, we may lose the opportunity to bid for, and therefore fail to increase or maintain our volume of new infrastructure development projects.

Further, some of our competitors are larger than us, have stronger financial resources or a more experienced management team, or have stronger engineering capabilities in executing technically complex projects. They may also benefit from greater economies of scale and operating efficiencies and may have greater experience in the infrastructure development business. Further, the premium placed on having experience may cause some of the new entrants to accept lower margins in order to be awarded a contract. The nature of the bidding process may cause us and our competitors to accept lower margins in order to be awarded the contract. We may also decide not to participate in some projects as accepting such lower margins may not be financially viable and this may adversely affect our competitiveness to bid for and win future contracts. We cannot assure you that we can continue to compete effectively with our competitors in the future, and failure to compete effectively may have an adverse effect on our cash flows, business, results of operations and financial condition.

35. Our ability to complete our projects in a timely manner and operate, maintain and expand our toll roads is subject to performance of our contractors.

We engage third-party contractors and sub-contractors to perform parts of our contract or provide services or manpower. Although our contractors are qualified, we do not have control over their day to day performance. We cannot ensure that there will be no delay in performance of duties by our contractors, which may cause a delay in completion of our projects. We may also be exposed to risks relating to the ability of the contractors to obtain requisite approvals for the operation and maintenance activities as well as the quality of their services, equipment and supplies. In particular, failure to ensure the reliability and sustainability of toll collectors who are required to man the toll booths continuously may adversely affect the overall level of our net revenue. In addition, under certain of the concession agreements, the consent of the concessioning authority is required for any selection or replacement of an operation and maintenance contractor. Further, under certain of our financing agreements, consent of the lenders is required for replacement of the engineering, procurement and construction contractor and operation and maintenance contractor for the project.

Further, while we may sub-contract our construction work and may be indemnified by the sub-contractor for any loss or damage due to their default, we may still be liable for accidents on the projects due to defects in design and quality of construction of our projects during their construction and operation. In addition, we can make no assurance that such contractors or their sub-contractors will continue to hold or renew valid registrations under the relevant labour laws in India or be able to obtain the requisite approvals for undertaking such construction and operation.

If our contractors are unable to perform in accordance with their commitments on time or meet the quality standards required, our ability to complete projects on time or at all could be impaired. Further, if a sub-contractor becomes insolvent, we may be unable to recover damages or compensation for defective work and we may incur additional expenditure as a result of correcting any defective work. This may have an adverse effect on our reputation, cash flows, business, results of operations and financial condition.

36. We are dependent on a number of key personnel, including our senior management, and the loss of or our inability to attract or retain such persons could adversely affect our cash flows, business, results of operations and financial condition.

Our performance depends largely on the efforts and abilities of our senior management and other key personnel, including our present officers. The inputs and experience of our senior management and key managerial personnel are valuable for the development of business and operations and the strategic directions taken by our Company. We cannot assure you that we will be able to retain these employees or find adequate replacements in a timely manner, or at all. In terms of our concession agreements, we are required to employ qualified and trained employees for operating the project. We may require a long period of time to hire and train replacement personnel when skilled personnel terminate their employment with our Company. We may also be required to increase our levels of employee compensation more rapidly than in the past to remain competitive in attracting skilled employees that our business requires. Competition for qualified personnel with relevant industry expertise in India is intense due to the scarcity of qualified individuals in the toll road business. A loss of the services of our key personnel could adversely affect our cash flows, business, results of operations and financial condition.

37. Our inability to collect receivables from concessioning authorities or other third parties on time or at all may adversely affect our cash flows, business, results of operations and financial condition.

There may be delays associated with the collection of receivables, such as grant and annuity, from concessioning authorities and other third parties, including Government owned, controlled or funded entities and related parties. We cannot assure you that we will be able to collect our receivables in time or at all which may have an adverse effect on our cash flows, business, results of operations and financial condition. See "Financial Statements – Restated Unconsolidated Statement of Other Current Assets" and "Financial Statements – Restated Unconsolidated Statement of Trade Receivables" on pages 339 and 336.

38. Our insurance coverage may not adequately protect us against all material hazards.

We are insured against a majority of the risks associated with our business, such as equipment failure, advanced loss of profit, work accidents, loss of cash in transit, standard fire and special perils, fidelity or explosion. In addition, we have obtained separate insurance coverage for personnel related risks, public liability and special contingency and loss of movable assets risks. Under most of our concession agreements, we are required to obtain insurance for the project undertaken by us. While we believe that the insurance coverage which we maintain would be reasonably adequate to cover the normal risks associated with the operation of our business and we are in compliance with the requirements of the concession agreements, we cannot assure you that any claim under the insurance policies maintained by us will be honoured fully, in part or on time, or that we have taken out sufficient insurance to cover all material losses. Further, we may not have obtained insurance cover for some of our projects that do not require us to maintain insurance.

Notwithstanding the insurance coverage that we carry, we may not be fully insured against some business risks and the occurrence of an event that causes losses in excess of limits specified under the relevant policy, or losses arising from events not covered by insurance policies, could adversely affect our cash flows, business, results of operations and financial condition. If we are subject to litigation or claims or our operations are interrupted for a sustained period, we cannot assure you that our insurance policies will be adequate to cover the losses that may be incurred as a result of such interruption. If we suffer large uninsured losses or if any insured losses suffered by us significantly exceed our insurance coverage, it may adversely affect our cash flows, business, results of operations and financial condition.

To the extent that we suffer loss or damage for which we did not obtain or maintain insurance, and which is not covered by insurance or exceeds our insurance coverage, the loss would have to be borne by us and our results of operations, cash flows and financial performance could be adversely affected. For further details on insurance arrangements, see "Business– Insurance" on page 233.

39. We have filed claims before the NHAI, other concessioning authorities and Government entities in relation to our projects, which are still pending.

We have filed claims before the NHAI, other concessioning authorities and Government entities, including, in relation to the AJTL Project, ARRIL Project, NSEL Project and RPTPL Project with respect to various factors, including change of scope, change in law, loss of revenue due to delay in receipt of fee notification, loss of revenue due to octroi abolition, non payment of interest on delayed payment of annuities by NHAI and delay in release of grants. These claims are currently pending and we cannot assure you that the outcome of the proceedings will be in our favour and will not have an adverse effect on our cash flows, business, results of operations and financial condition. In the event such claims are not accepted by the authorities, we may be required to initiate legal proceedings which may involve substantial costs. Any adverse finding in such litigation would have an adverse effect on our cash flows, business, results of operations and financing condition. See "Outstanding Litigation and Material Developments" on pages 518 to 520, 523 to 525.

40. We have certain contingent liabilities that may adversely affect our financial condition.

As of March 31, 2015, we had the following contingent liabilities as per Accounting Standard 29 outstanding on a consolidated basis:

Particulars	As of March 31, 2015
	(₹ in million)
Claims against the Company not acknowledged as debts	
Service Tax*	43.48
Income Tax matter**	141.04

* *Towards service tax demand from authorities for recovery of CENVAT credit on input service availed during the Financial Years 2010 and 2011. Our Company has filed an appeal against the demand. See "Outstanding Litigation and Material Developments" on page 516.*

***The income tax demands are pertaining to several Subsidiaries with respect to disallowance in computation of income claimed by the respective Subsidiaries under the Income Tax Act. No tax expense has been accrued in the financial statements for the tax demand raised. The respective Subsidiaries have filed an appeal against the demands. Pursuant to order dated July 16, 2015, the DCIT, TDS Circle has reduced the liability in relation to MBCPNL for assessment year 2010-11 from ₹ 126.01 million to ₹ 113.93 million. Therefore, as on date of the Red Herring Prospectus, the contingent liabilities in relation to income tax matters amounts to ₹128.96 million. See "Outstanding Litigation and Material Developments" on pages 517, 518 to 522 and 524.*

If the aforementioned contingent liabilities materialise, our profitability and cash flows may be adversely affected. For further details of contingent liabilities as per Accounting Standard 29, see "Financial Statements" from pages 356 and 357 and pages 443 to 446.

41. Three of our Group Companies have incurred losses in the last preceding Financial Year, based on the last audited financial statements available.

The following Group Companies have incurred losses in the last preceding Financial Year, based on the last available audited financial statements:

Sr. No.	Name of the entity	Profit/(Loss) (Amount in ₹ million)		
		For the Financial Year		
		2015	2014	2013
1.	MNEL	-	(12.71)*	409.84
2.	SRPL	(1.75)	(1.79)	(5.49)
3.	SPCT	(0.03)	(0.82)	(1.27)

* *For the nine months ended September 30, 2014. MNEL changed its financial year from period ending on March 31 every year to period ending on December 31 every year in 2013.*

We cannot assure you that our Group Companies will not incur losses in the future. Further, some of our Group Companies maintain consolidated accounts with SEL, our corporate Promoter. As a result of such consolidation, we are unable to assess whether such Group Companies have been loss making entities in the past three years. For further details of our loss making Group Companies, see "Our Group Companies – Loss making Group Companies" on page 292.

42. Our Company or its Subsidiaries may be required to pay additional stamp duty if the concession agreements are subject to payment of stamp duty as deeds creating leasehold rights or as development agreements.

Our Company or our Subsidiaries may be required to pay additional stamp duty if the concession agreements are subject to payment of stamp duty as deeds creating leasehold rights or as development agreements. News reports have indicated that the stamp duty authorities, including Gujarat, Andhra Pradesh and Haryana (where our projects are located) had alleged that since the concession agreements relate to the letting of toll to the concessionaires in the form of a lease, or as development agreements, such agreements are required to be stamped as lease agreements, or as development agreements as applicable, and accordingly, concession agreements that have not been stamped as such should be considered to be inadequately stamped. The news reports have also indicated that the NHAI had stated that it considered the land granted for construction and development of roads to concessionaires as being merely for public use and not in the form of a lease. However, stamp duty authorities may not agree with the NHAI's view in this regard and could demand payment of stamp duty for a lease or development agreement. In addition, the High Court of Allahabad and the High Court of Madhya Pradesh have held that a concession agreement should be stamped as a lease agreement and have upheld the imposition of a higher stamp duty on such agreements. Further, although the concession agreements contain provisions for reimbursement by the concessioning authority in the event of a change in law, the imposition of additional stamp duty may not be considered to be a change in law requiring the concessioning authority to compensate the Subsidiaries for the financial burden and/or amend the concession agreements.

43. Compliance with, and changes in, safety, health and environmental laws and regulations may adversely affect our cash flows, business results of operations and financial condition.

As an infrastructure development company, we are required to comply with various laws and regulations relating to the environment, health and safety. Our project operations are subject to local environmental laws and regulations including the Environment (Protection) Act, 1986, Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974. We may incur substantial costs in complying with environmental laws and regulations. We cannot assure you that compliance with such laws and regulations will not result in delays in completion of construction work causing a delay in achieving COD, a material increase in our costs or otherwise have an adverse effect on our financial condition, cash flows and results of operations.

The scope and extent of any new environmental, health and safety regulations, including their effect on our operations and cash flows, cannot be predicted with certainty. The costs and management time required to comply with these requirements could be significant. The measures we implement in order to comply with these new laws and regulations may not be deemed sufficient by Government authorities and our compliance costs may significantly exceed our estimates. If we fail to meet environmental, health and safety requirements, we may also be subject to administrative, civil and criminal proceedings by Government authorities, as well as civil proceedings by environmental groups and other individuals, which could result in substantial fines and penalties against us as well as orders that could limit or halt our operations. We cannot assure you that we will not become involved in future litigation or other proceedings or be held responsible in any such future litigation or proceedings relating to safety, health and environmental matters in the future. Clean-up and remediation costs, as well as damages, payment of fines or other penalties, other liabilities and related litigation, could adversely affect our cash flows, business, prospects, financial condition and results of operations. For further details on environmental, health and safety regulations applicable to us, see "Regulations and Policies" beginning on page 235.

44. Our operations could be adversely affected by strikes, work stoppages or increased wage demands by our employees or any other kind of disputes with our employees and contract labour.

As of May 31, 2015, we employed 1,338 employees. While we consider our current labour relations to be good, we cannot assure you that we will not experience disruptions in work due to disputes or other problems with our work force, which may adversely affect our ability to perform our obligations for the projects.

The number of contract labourers employed by us varies from time to time based on the nature and extent of work contracted to independent contractors. We enter into contracts with certain independent contractors to complete specified assignments. Further, any disputes between such contractors and their employees may also result in disruptions in our operations, which may also adversely affect our ability to complete a project in a timely manner.

45. Our business is subject to seasonal and other fluctuations that may affect our cash flows and business operations.

Our business and operations are affected by seasonal factors, which may require the evacuation of personnel, suspension or curtailment of operations, resulting in damage to construction sites or delays in the delivery of materials. In particular, the monsoon season in the second quarter of each Financial Year may restrict our ability to carry on activities related to our projects and fully utilize our resources. This may result in delays to our contract schedules and reduce our productivity. During periods of curtailed activity due to adverse weather conditions, we may continue to incur operating expenses and our project related activities may be delayed or reduced. For example, we faced delays in the completion of a railway over-bridge for the AJTL Project due to the monsoon, non-availability of certain materials and delay in receipt of permission from railway authorities for track shutdown. Additionally, traffic volumes witness a decrease during the monsoon. Such fluctuations may adversely affect our toll revenues, cash flows, results of operations and financial conditions.

46. The cost of implementing new technologies for collection of tolls and monitoring our projects could be significant and could adversely affect our results of operations, cash flows and financial condition.

Our future success will depend in part on our ability to respond to technological advances and emerging standards and practices on a cost effective and timely basis. In addition, rapid and frequent technology and market demand changes can often render existing technologies and equipment obsolete, requiring substantial new capital expenditures or write-down of assets. Our failure to successfully adopt such technologies in a cost effective and a timely manner could increase our costs (in comparison to our competitors who are able to successfully implement such technologies) and lead to us bidding at lower margins or loss of bidding opportunities vis-à-vis such competitors. Additionally, Government authorities may require adherence with certain technologies in the execution of projects and we cannot assure you that we would be able to implement the same in a timely manner, or at all. For example, as part of the approval for deferment of premium, certain Subsidiaries are required to install electronic toll collection systems. Further, implementation of such technology may not be cost effective, thereby negatively impacting our profitability. Any of the above events may adversely affect our future prospects, cash flows, business, results of operations and financial condition.

47. We require certain approvals or licenses in the ordinary course of business and the failure to obtain or retain them in a timely manner, or at all, may adversely affect our operations.

Under the concession agreements entered into by us for a majority of our projects, we are required to obtain and maintain most of the approvals. While we have obtained a number of required approvals for our operations, certain approvals for which we have submitted applications are still pending. For some of the approvals which may have expired, we may have either made or are in the process of making an application for obtaining the approval or its renewal.

We cannot assure you that we will receive these approvals in time or at all. We have faced delays in receipt of environment, forest and wildlife clearances for our projects in the past and in the case of SBTPL, we were required to terminate our concession agreement due to such delay. Further, in relation to the RPTPL Project, we faced a delay in completion of the project due to non-receipt of the approval from the Commission of Railway Safety for laying of girders on railway over bridges. In the event that we do not receive these approvals, our cash flows, business, prospects and results of operations may be adversely affected. For details of the applications that we have made and are pending receipt of approval, and which are required but have not yet been applied for, see "Government and Other Approvals" beginning on page 543. Further, we cannot assure that the approvals, licenses, registrations and permits issued to us would not be suspended or revoked in the event of non-compliance or alleged non-compliance with any terms or conditions thereof, or pursuant to any regulatory action.

Furthermore, our Government approvals and licenses are subject to numerous conditions, some of which are onerous and require us to make substantial expenditure. If we fail to comply, or a regulator claims that we have not complied, with these conditions, our cash flows, business, results of operations and financial condition would be adversely affected.

48. We will be controlled by our Promoters so long as they control a majority of the Equity Shares.

After the completion of this Issue, our Promoters will control, directly or indirectly, approximately [•]% of our Company's outstanding Equity Shares. As a result, our Promoters will continue to exercise significant control over us. Our Promoters may take or block actions with respect to our business, which may conflict with our interests or the interests of our minority shareholders, such as actions which delay, defer or cause a change of our control or a change in our capital structure, merger, consolidation, takeover or other business combination involving us, or which discourage or encourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of us. We cannot assure you that our Promoters and members of our Promoter Group will act in our interest while exercising their rights in such entities.

49. An inability to manage our growth could disrupt our business and reduce our profitability.

We have experienced high growth in recent years and expect our business to grow significantly as a result of our expanded operations. We expect this growth to place significant demands on us and require us to continuously evolve and improve our operational, financial and internal controls across the organization. In particular, continued expansion increases the challenges involved in:

- maintaining high levels of concessioning authority satisfaction;
- recruiting, training and retaining sufficient skilled management, technical, execution and marketing personnel;
- increasing the strength and depth of our management personnel to address future growth;
- adhering to health, safety and environment and quality and process execution standards that meet requirements under the concession agreements and industry practice;
- preserving a uniform culture, values and work environment in operations across India; and
- developing and improving our internal administrative infrastructure, particularly our financial, operational, communications and other internal systems.

Further, in the future, we may consider making strategic acquisitions of other infrastructure development and construction companies whose resources, capabilities and strategies are complementary to and likely to enhance our business operations. If such an opportunity arises, we may not be able to complete the acquisition on terms commercially acceptable to us, or at all. The inability to identify acceptable acquisition targets or investments or the inability to complete such transactions may adversely affect our competitiveness and our growth prospects.

Our ability to successfully implement our business plan requires adequate information systems and resources and oversight from senior management. We will need to continuously develop and improve our financial, internal accounting and management controls, reporting systems and procedures as we continue to grow and expand our business. An inability to manage our growth may have an adverse effect on our cash flows, business and results of operations.

50. Certain properties, including our registered office are not owned by us and we have only leave and license rights over it. In the event we lose such rights, our cash flows, business, financial condition and results of operations could be adversely affected.

The premises on which our registered office is situated has been licensed to us by SEL, our corporate Promoter. We are required to pay a license fee of ₹ 75,000.00 per month net of taxes and such arrangement may be terminated by SEL. If SEL decides to terminate such arrangement, we may suffer a disruption in our operations.

51. We do not own all of the intellectual property rights used by us.

We do not own all of the intellectual property rights in the trade name and logo used by us. Our Company has entered into an agreement with SEL for use of the "Sadbhav" trade name and logo on a license basis for a consideration of ₹ 10,000.00, which is valid up to such date as it is terminated by SEL for reasons such as unremediable breach committed by our Company, its subsidiaries, DPTL or MNEL, compromise with creditors or liquidation of our Company, its subsidiaries, DPTL or MNEL, disposal of the whole or any significant part of their assets or business undertakings by, our Company, its subsidiaries, DPTL or MNEL, or our Company ceasing to be a subsidiary of SEL, or any subsidiary, DPTL or MNEL, ceasing to be a subsidiary of, or controlled by, our Company. If any of the intellectual property used by us becomes unavailable, we could face disruptions in our operations, which may adversely affect our business and reputation.

External Risks

Risks Related to India

52. Changing laws, rules and regulations and legal uncertainties may adversely affect our business and financial performance.

Our business and financial performance could be adversely affected by any change in laws or interpretations of existing, or the promulgation of new laws, rules and regulations applicable to us and our business. We cannot assure you that the Central Government or state Governments in India will not implement new regulations and policies which will require us to obtain additional approvals and licenses from the Government and other regulatory bodies or impose onerous requirements and conditions on our operations. We cannot predict the terms of any new policy, and we cannot assure you that such policy will not be onerous. For example, the Ministry of Road Transport and Highways has prepared a draft legislation to establish an industry regulator with both enforcement and advisory functions. The Government has sought the views of the concerned ministries on the draft Regulatory Authority for Highways in India Bill, 2013. The draft bill proposes to, *inter alia*, give adjudicatory powers to a proposed regulator (independent of the NHAI) in areas such as contract dispute resolution, enforcement of contractual provisions and renegotiation of future contracts.

Further, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (the "Land Acquisition Act, 2013") came into force with effect from January 1, 2014. The provisions of the Land Acquisition Act, 2013 cover various aspects related to the acquisition of land which may affect us, including provisions stipulating (i) restrictions on land acquisition (e.g., certain types of agricultural land) and (ii) compensation, rehabilitation and resettlement of affected people residing on such acquired land. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Amendment) Bill, 2015 passed by the lower house of the Indian Parliament, seeks to amend the provisions of the Land Acquisition Act, 2013 to make the provisions in relation to determination of compensation, rehabilitation and resettlement and infrastructure amenities of the Land Acquisition Act, 2013 applicable to the NH Act with effect from January 1, 2015. Further, it exempts certain categories of land use, including infrastructure projects under public-private ownership where ownership of land continues to vest in the Government, from requirements to obtain consents from affected families where land is being acquired. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Second Amendment) Bill, 2015 provides that, infrastructure projects under public-private partnership, among others, are exempt from the chapters on determination of social impact and public purposes and special provision to safeguard food security of the Land Acquisition Act. Any changes and related uncertainties with respect to the implementation of new regulations may have an adverse effect on our business, financial condition and results of operations, including delays in commissioning schedule of our projects.

53. Significant increases in the price or shortages in supply of crude oil could adversely affect the volume of traffic at the projects operated by us and the Indian economy in general, including the infrastructure sector, which could have an adverse effect on our business and results of operations.

India imports a significant majority of its requirements of crude oil. Crude oil prices are volatile and are subject to a number of factors, including the level of global production and political factors, such as war and other conflicts, particularly in the Middle East, where a substantial proportion of the world's oil reserves are located. Any significant increase in the price of or shortages in the supply of crude oil could adversely affect the volume of traffic at the projects operated by us and adversely affect the Indian economy in general, including the infrastructure sector, which could have an adverse effect on our business and results of operations.

54. The Companies Act, 2013 has effected significant changes to the existing Indian company law framework and the SEBI has introduced changes to the listing agreement, which are effective from October 1, 2014.

The Companies Act, 2013 has introduced certain additional requirements which do not have corresponding provisions under the Companies Act, 1956. Accordingly, we may face challenges in interpreting and complying with such requirements due to limited jurisprudence in respect of the relevant provisions. In the event our interpretation of such provisions of the Companies Act, 2013 differs from, or contradicts with, any judicial pronouncements or clarifications issued by the Government in the future, we may face regulatory actions or we may be required to undertake remedial steps. Additionally, some of the provisions of the Companies Act, 2013 overlap with other existing laws and regulations (such as the corporate governance norms and insider trading regulations issued by the SEBI). The SEBI issued revised corporate governance guidelines effective from October 1, 2014, pursuant to which, we are required to, *inter alia*, appoint independent directors subject to terms and conditions as prescribed, establish a vigilance mechanism for directors and employees and constitute or reconstitute certain committees in accordance with the revised guidelines by April 1, 2015. We may face difficulties in complying with any such overlapping requirements. Further, we cannot currently determine the impact of provisions of the Companies Act, 2013 or the revised SEBI corporate governance norms, which are yet to come in force.

55. Public companies in India, including our Company, are required to prepare financial statements under Ind AS. The transition to Ind AS in India is very recent and still unclear and our Company may be negatively affected by such transition.

Our Company currently prepares its annual financial statements under Indian GAAP. Public companies in India, including our Company, are required to prepare annual and interim financial statements under Indian Accounting Standard 101 "First-time Adoption of Indian Accounting Standards ("IndAS") going forward. On January 2, 2015, the Ministry of Corporate Affairs, Government of India (the "MCA") announced the revised roadmap for the implementation of IndAS for companies other than banking companies, insurance companies and non-banking finance companies through a press release (the "Press Release"). On February 16, 2015, the MCA issued the Companies (Indian Accounting Standards) Rules, 2015 (the "Indian Accounting Standard Rules") which came into effect on April 1, 2015. The implementation of IndAS is applicable to our Company from April 1, 2016. Our Company may also be required to convert its balance sheet as of April 1, 2015 in accordance with IndAS for preparing comparable financial statements for the previous year. In addition, any holding, subsidiary, joint venture or associate companies of the companies specified above shall also comply with such requirements from the respective periods specified above.

There is not yet a significant body of established practice on which to draw informing judgments regarding its implementation and application. Additionally, IndAS differs in certain respects from IFRS and therefore financial statements prepared under IndAS may be substantially different from financial statements prepared under IFRS. There can be no assurance that the Company's financial condition, results of operation, cash flow or changes in shareholders' equity will not be presented differently under IndAS than under Indian GAAP or IFRS. When our Company adopts IndAS reporting, it may encounter difficulties in the ongoing process of implementing and enhancing its management information systems including determination of fair valuations of its assets and liabilities wherever applicable or on account of accounting policy options available with the Company and adopted at the time of transition. There can be no assurance that the adoption of IndAS by our Company will not adversely affect its results of operation or financial condition. Any failure to successfully adopt IndAS in accordance with the prescribed timelines may have an adverse effect on the financial position and results of operation of our Company.

56. We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could adversely affect our business.

The Competition Act, 2002, as amended (the "Competition Act"), regulates practices having an appreciable adverse effect on competition in the relevant market in India. Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an appreciable adverse effect on competition is considered void and results in the imposition of substantial monetary penalties. Further, any agreement among competitors which directly or indirectly involves the determination of purchase or sale prices, limits or controls production, supply, markets, technical development, investment or provision of services, shares the market or source of production or provision of services by way of allocation of geographical area, type of goods or services or number of customers in the relevant market or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an appreciable adverse effect on competition. The Competition Act also prohibits abuse of a dominant position by any enterprise.

On March 4, 2011, the Government issued and brought into force the combination regulation (merger control) provisions under the Competition Act with effect from June 1, 2011. These provisions require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed asset and turnover based thresholds to be mandatorily notified to and pre-approved by the Competition Commission of India (the "CCI"). Additionally, on May 11, 2011, the CCI issued the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, as amended, which sets out the mechanism for implementation of the merger control regime in India. The Competition Act aims to, among others, prohibit all agreements and transactions which may have an appreciable adverse effect on competition in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an appreciable adverse effect on competition in India.

The applicability or interpretation of the Competition Act to any merger, amalgamation or acquisition proposed or undertaken by us, or any enforcement proceedings initiated by CCI for alleged violation of provisions of the Competition Act may adversely affect our business, financial condition or results of operation.

57. Changes in legislation or the rules relating to tax regimes could an adversely affect our business, prospects and results of operations.

The Government has proposed to alter the implementation of direct taxes by way of introduction of the Direct Taxes Code, 2013. The Direct Taxes Code, 2013 proposes to consolidate and amend laws relating to income tax and wealth tax The Government has indicated in the union budget for the Financial Year 2016 that Direct Tax Code shall not be pursued further.

Additionally, the Government has proposed a comprehensive national goods and services tax ("GST") regime that will combine taxes and levies by the Central and state Governments into a unified rate structure, which is proposed to be effective from April 1, 2016. Given the limited availability of information in the public domain concerning the GST, we are unable to provide any assurance as to the tax regime following implementation of the GST. The implementation of this new structure may be affected by any disagreement between certain state Governments, which could create uncertainty. Any such future amendments may affect our overall tax efficiency, and may result in significant additional taxes becoming payable.

Further, the General Anti Avoidance Rules (GAAR) are proposed to be effective from April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement could result in denial of tax benefit amongst other consequences. In the absence of any precedents on the subject, the application of these provisions is uncertain. If the GAAR provisions are made applicable to our Company, it may have an adverse tax impact on us.

We have not determined the impact of such proposed legislations on our business. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current business or restrict our ability to grow our business in the future.

58. Our business is dependent on economic growth in India.

Our performance is dependent on the health of the overall Indian economy. While the GDP growth rate of India is estimated to have increased to 7.4% in the Financial Year 2015 (*Source: Indian Economic Survey 2014-15, Ministry of Finance, Government of India*), there have been periods of slowdown in the economic growth of India in the past. India's economic growth is affected by various factors including domestic consumption and savings, balance of trade movements, namely export demand and movements in key imports (oil and oil products), global economic uncertainty and liquidity crisis, volatility in exchange currency rates, and annual rainfall which affects agricultural production. In the past, economic slowdowns have harmed industries including the road infrastructure sector. Any future slowdown in the Indian economy could harm our business, results of operations and financial condition.

59. Fluctuation in the value of the Rupee against foreign currencies may have an adverse effect on our results of operations.

While all of our revenues and most of our expenses are denominated in Rupees, we have and may enter into agreements in the future, including financing agreements and agreements to acquire components and capital equipment, which are denominated in foreign currencies and require us to bear the cost of adverse exchange rate movements. Four of our Subsidiaries have entered into financing agreements with foreign lenders and such loans are denominated in foreign currencies. Depreciation of the Indian Rupee and foreign currency fluctuations in the past have had an adverse impact on foreign currency loans availed of by one of the Subsidiaries. Accordingly, any fluctuation in the value of the Rupee against these currencies has and will affect the Rupee cost to us of servicing and repaying any obligations we may incur that expose us to exchange rate risk.

60. Our ability to raise foreign capital may be constrained by Indian law.

As an Indian company, we are subject to exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit our financing sources for our projects under development and hence could constrain our ability to obtain financings on competitive terms and refinance existing indebtedness. In addition, we cannot assure you that any required regulatory approvals for borrowing in foreign currencies will be granted to us without onerous conditions, or at all. Limitations on foreign debt may have an adverse effect on our business growth, financial condition and results of operations.

61. Under Indian law, foreign investors are subject to investment restrictions that limit our ability to attract foreign investors, which may adversely impact the trading price of the Equity Shares.

Under foreign exchange regulations currently in force in India, transfer of shares between non-residents and residents are freely permitted (subject to certain exceptions), if they comply with the valuation and reporting requirements specified by the RBI. If a transfer of shares is not in compliance with such requirements and does not fall under any of the exceptions specified by the RBI, then the RBI's prior approval is required. Additionally, shareholders who seek to convert Rupee proceeds from a sale of shares in India into foreign currency and repatriate that foreign currency from India require a no-objection or a tax clearance certificate from the Indian income tax authorities. We cannot assure you that any required approval from the RBI or any other Government agency can be obtained on any particular terms or at all. See "Restriction on Foreign Ownership of Indian Securities" on page 628.

Risks Related to the Issue

62. The Issue Price of the Equity Shares may not be indicative of the market price of the Equity Shares after the Issue.

The Issue Price of the Equity Shares will be determined by the Company in consultation with the BRLMs through the Book Building Process. This price will be based on numerous factors, as described under "Basis for Issue Price" beginning on page 168 and may not be indicative of the market price for the Equity Shares after the Issue. The market price of the Equity Shares could be subject to significant fluctuations after the Issue, and may decline below the Issue Price. We cannot assure you that the investor will be able to resell their Equity Shares at or above the Issue Price

63. The price of the Equity Shares may be volatile, and you may be unable to resell the Equity Shares at or above the Issue Price.

Prior to the Issue, there has been no public market for the Equity Shares, and an active trading market on the Indian Stock Exchanges may not develop or be sustained after the Issue. The Issue Price of the Equity Shares may bear no relationship to the market price of the Equity Shares after the Issue. The market price of the Equity Shares after the Issue may be subject to significant fluctuations in response to, among other factors, variations in our operating results, market conditions specific to the road infrastructure sector in India, developments relating to India and volatility in the BSE and the NSE and securities markets elsewhere in the world.

64. Any future issuance of Equity Shares by us may dilute your shareholding and adversely affect the trading price of the Equity Shares.

Any future issuance of the Equity Shares or securities linked to the Equity Shares by us may dilute your shareholding in the Company, adversely affect the trading price of the Equity Shares and our ability to raise capital through an issue of our securities. In addition, any perception by investors that such issuances or sales might occur could also affect the trading price of the Equity Shares. No assurance may be given that we will not issue additional Equity Shares.

65. Future sales of Equity Shares by our Promoters and significant shareholders may adversely affect

the market price of the Equity Shares.

After the completion of the Issue, our Promoters and significant shareholders will own, directly and indirectly, approximately [●]% of our outstanding Equity Shares. Sales of a large number of the Equity Shares by our Promoters and/or significant shareholders could adversely affect the market price of the Equity Shares. Similarly, the perception that any such primary or secondary sale may occur, could adversely affect the market price of the Equity Shares. No assurance may be given that our significant shareholders will not dispose of, pledge or encumber their Equity Shares in the future.

66. You may be subject to Indian taxes arising out of capital gains on the sale of the Equity Shares.

Under current Indian tax laws, unless specifically exempted, capital gains arising from the sale of Equity Shares in an Indian company are generally taxable in India. Any gain realized on the sale of listed equity shares on a stock exchange held for more than 12 months will not be subject to capital gains tax in India if Securities Transaction Tax ("STT") has been paid on the transaction. STT will be levied on and collected by a domestic stock exchange on which the Equity Shares are sold. Any gain realized on the sale of equity shares held for more than 12 months, which are sold other than on a recognized stock exchange and on which no STT has been paid to an Indian resident, will be subject to long term capital gains tax in India. Further, any gain realized on the sale of listed equity shares held for a period of 12 months or less will be subject to short term capital gains tax in India. Capital gains arising from the sale of the Equity Shares will be exempt from taxation in India in cases where the exemption from taxation in India is provided under a treaty between India and the country of which the seller is resident. Generally, Indian tax treaties do not limit India's ability to impose tax on capital gains. As a result, residents of other countries may be liable for tax in India as well as in their own jurisdiction on a gain upon the sale of the Equity Shares.

67. Rights of shareholders under Indian laws may be more limited than under the laws of other jurisdictions.

Indian legal principles related to corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. Shareholders' rights under Indian law may not be as extensive as shareholders' rights under the laws of other countries or jurisdictions. Investors may have more difficulty in asserting their rights as shareholder in an Indian company than as shareholder of a corporation in another jurisdiction.

68. Holders of Equity Shares may be restricted in their ability to exercise pre-emptive rights under Indian law and thereby suffer future dilution of their ownership position.

Under the Companies Act, a company incorporated in India must offer its equity shareholders pre-emptive rights to subscribe and pay for a proportionate number of equity shares to maintain their existing ownership percentages prior to issuance of any new equity shares, unless the pre-emptive rights have been waived by the adoption of a special resolution by holders of three-fourths of the equity shares voting on such resolution.

However, if the law of the jurisdiction that you are in does not permit the exercise of such pre-emptive rights without our filing an offering document or registration statement with the applicable authority in such jurisdiction, you will be unable to exercise such pre-emptive rights, unless we make such a filing. If we elect not to file a registration statement, the new securities may be issued to a custodian, who may sell the securities for your benefit. The value such custodian receives on the sale of any such securities and the related transaction costs cannot be predicted. To the extent that you are unable to exercise pre-emptive rights granted in respect of the Equity Shares, your proportional interests in the Company may be reduced.

Prominent Notes

1. Issue of [●] Equity Shares for cash at a price of ₹[●] per Equity Share (including a share premium of ₹ [●] per Equity Share), aggregating up to ₹[●] million comprising of a Fresh Issue of [●] Equity Shares aggregating up to ₹4,250 million by our Company and an Offer for Sale of up to 6,471,524 Equity Shares aggregating to ₹[●] million by the Selling Shareholders. The Issue will constitute [●]% of the fully diluted post issue paid-up Equity Share capital of the Company. The Issue also includes a reservation of [●] Equity Shares of ₹10 each aggregating up to ₹250.00 million for subscription by the Eligible Employees. The Net Issue will constitute [●]% of the post-Issue paid up Equity Share capital of our Company.

2. The Issue is being made through the Book Building Process wherein at least 75% of the Net Issue shall

be Allotted on a proportionate basis to QIBs, provided that our Company and the Selling Shareholders may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis. 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. If at least 75% of the Net Issue cannot be Allotted to QIBs, then the entire application money shall be refunded forthwith. Further, not more than 15% of the Net Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue shall be available for allocation to Retail Individual Bidders in accordance with SEBI Regulations to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

3. There has been no change in the Company's name since incorporation. The Company was incorporated as Sadbhav Infrastructure Project Limited on January 18, 2007, at Ahmedabad, Gujarat, as a public limited company under the Companies Act, 1956. For details of change in the Registered Office, see "History and Certain Corporate Matters" on page 239.

4. As of March 31, 2015, the Company's net worth was ₹8,435.92 million as per the Company's unconsolidated Restated Financial Statements and ₹7,881.88 million as per the Company's consolidated Restated Financial Statements.

5. As of March 31, 2015, the net asset value per Equity Share was ₹27.13 as per the Company's unconsolidated Restated Financial Statements and was ₹25.35 as per the Company's consolidated Restated Financial Statements.

6. As of March 31, 2015, the EPS, RoNW and net asset value per Equity Share as adjusted for issue of bonus shares and conversion of the CCPS was ₹ (9.74), (38.26)% and ₹25.35 on a consolidated basis and was ₹(1.97), (7.25)% and ₹27.13 on an unconsolidated basis.

7. The average cost of acquisition of Equity Shares by SEL, our corporate Promoter, is ₹19.10 and by Vishnubhai M. Patel is ₹0.91. The average cost of acquisition of Equity Shares by Xander, one of the Selling Shareholders, is ₹61.81 and by Norwest, one of the Selling Shareholders, is ₹ 61.81. For details, see "Capital Structure" on pages 140 and 141 and 143 and 144. The average cost of acquisition per Equity Share by our Promoters and Selling Shareholders has been calculated by taking the average of the amounts paid by each of our Promoters and Selling Shareholders to acquire Equity Shares.

8. For details of related party transactions entered into by the Company with our Promoters, Group Companies and Subsidiaries in the last Financial Year, including nature and cumulative value of the transaction, see "Related Party Transactions" beginning on page 293.

9. There has been no financing arrangement whereby our Promoter Group, directors of our corporate Promoter, our Directors and their relatives have financed the purchase by any other person of securities of the Company other than in normal course of the business of the financing entity during the period of six months immediately preceding the date of filing of this Red Herring Prospectus.

10. Except as disclosed in the section "Our Group Companies" and section "Related Party Transactions" beginning on pages 286 and 293, none of our Group Companies have business interest or other interests in our Company.

For any complaints, information or clarifications pertaining to the Issue, investors may contact the BRLMs who have submitted the due diligence certificate to the SEBI.

SECTION III: INTRODUCTION

SUMMARY OF INDUSTRY

The information contained in this section is derived from CRISIL Report, a V R Techniche Report and other publicly available sources. Morever, the VR Techniche Report "Traffic Growth Rates for SIPL Toll Roads, August 2014" and the CRISIL Report dated November 13, 2014 as updated on August 4, 2015 were commissioned by the Company. See "Risk Factors — Internal Risks — Some of the reports referred to in this Red Herring Prospectus were commissioned by our Company." on page 30. Neither we, the BRLMs nor any other person connected with the Issue has independently verified this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Prospective investors must rely on their own examination of the information provided in section "Industry Overview" including the risks involved. You should consult your advisors about particular consequences of information provided in section "Industry Overview".

Overview of the Indian Economy

The Indian economy is the fourth largest economy by purchasing power parity. *(Source: https://www.cia.gov /library/publications/the-world-factbook/geos/in.html)* For 2014, India's gross domestic product ("GDP") per capita on a purchasing power parity basis was estimated by the International Monetary Fund to be approximately US$ 5,855.31. The International Monetary Fund estimates that this will increase to US$ 6,265.64 in 2015. *(Source: International Monetary Fund, World Economic Outlook Database, April 2015)* The growth rates of GDP (at constant prices), in terms of percentage, for certain developed and developing economies for each of the calendar years 2013, 2014 and 2015 are set out below:

Countries ***(in percentage)***	**2013**	**2014**	**2015***
China	7.7	7.4	6.8
India	**6.9**	**7.3**	**7.5**
Russia	1.3	0.6	-3.4
Brazil	2.7	0.1	-1.5
South Africa	2.2	1.5	2.0
United States	2.2	2.4	2.5
Japan	1.6	-0.1	0.8
United Kingdom	1.7	2.9	2.4

* Estimated by the International Monetary Fund

(Source: International Monetary Fund, World Economic Outlook Update, July 2015)

In the first quarter of 2015, India's GDP grew by 5.7%, the highest growth rate in ten quarters. Industrial GDP increased by 4.2%, showing signs of revival following approximately 0.4% growth in the financial year 2014. An increase in investment demand and exports is also apparent. Steps announced by the Government, such as higher sectoral limits for foreign direct investment (defence, railways and insurance), the launch of an online portal for environmental and forest clearance to increase transparency, budgetary support towards encouraging labor-intensive sector growth, push towards easing labor laws and budgetary allocation to infrastructure in addition to facilitating infrastructure financing, which aim to improve business processes are lifting investor sentiment. In addition, the Government's aim to increase fiscal discipline is expected to positively change the attitude of investors. The quicker implementation of stalled projects will also encourage investment. *(Source: CRISIL Report, dated September 1, 2014)*

Overview of the Infrastructure Sector in India

As the growth of the economy in general and the manufacturing sector in particular is largely dependent on creation of suitable infrastructure, the policy focus in India has been on infrastructure investment. Such investment has increased manifold over time with increased private-sector participation in the country. The Twelfth Five Year Plan has also laid special emphasis on infrastructure development as quality infrastructure is important not only for sustaining high growth but also ensuring that the growth is inclusive. Large infrastructure investment during the last decade or so has helped India emerge as one of the fastest growing economies in the world.

(Source: Economic Survey 2013-14, available at: http://www.indiabudget.nic.in/es2013-14/echap-11.pdf)

The table below illustrates the projected investment in infrastructure for the twelfth five year plan:

(₹ Crore at Current Prices)

Sectors	Total Eleventh Plan	Twelfth Plan Projections					Total Twelfth Plan
		2012-13	2013-14	2014-15	2015-16	2016-17	
Electricity	728,494	228,405	259,273	294,274	333,470	386,244	1,501,666
Renewable Energy	89,220	31,199	42,590	58,125	79,075	107,637	318,626
Roads and Bridges	453,121	150,466	164,490	180,415	198,166	221,000	914,536
Telecommunications	384,962	105,949	136,090	176,489	230,557	294,814	943,899
Railways	201,237	64,713	78,750	96,884	121,699	157,355	519,221
MRTs	41,669	13,555	17,148	22,298	29,836	41,322	124,158
Irrigation (including Watershed)	243,497	77,113	87,386	99,178	112,506	128,186	504,371
Water Supply and Sanitation	120,774	36,569	42,605	49,728	58,084	68,333	255,319
Ports (+ILW)	44,536	18,661	25,537	35,260	49,066	69,256	197,781
Airports	36,311	7,691	10,716	15,233	21,959	32,116	87,714
Oil and Gas Pipelines	62,534	12,211	16,604	23,833	36,440	59,845	148,933
Storage	17,921	4,480	6,444	9,599	14,716	23,202	58,441
Grand Total	**2,424,277**	**751,012**	**887,454**	**1,061,316**	**1,285,573**	**1,589,308**	**5,574,663**
Centre	856,717	250,758	280,662	315,217	354,296	400,129	1,601,061
States	680,056	206,944	230,045	255,645	283,201	313,928	1,289,762
Private	887,504	293,310	376,747	490,455	648,077	875,251	2,683,840
Grand Total	**2,424,277**	**751,012**	**887,454**	**1,061,316**	**1,285,573**	**1,589,308**	**5,574,663**

(Source: Planning Commission, available at: http://www.planningcommission.nic.in/plans/planrel/five yr/12th/ pdf/ 12fyp_vol1.pdf)

The total investment in infrastructure for the Twelfth Plan is expected to be ₹ 55.7 lakh crore. The share of private investment in the total investment in infrastructure increased from 22% in the Tenth Plan to 36.61% in the Eleventh Plan. If the infrastructure target is to be met, the share of private investment in the infrastructure sectors will have to increase to approximately 48.14%. *(Source: Planning Commission, available at: http://www.planningcommission.nic.in/plans/planrel/five yr/12th/ pdf/ 12fyp_vol1.pdf)*

The key proposals of the Union Budget for 2015-16 and initiatives to be taken for infrastructure development are set out below:

Infrastructure (General):

- Investment in infrastructure will increase by ₹ 700 billion in the financial year 2016, over the financial year 2015.
- Proposal to establish a National Investment and Infrastructure Fund, which will be funded with ₹ 200 billion annually, and will invest in equity in infrastructure finance companies.
- Proposal to permit tax free infrastructure bonds for the projects in the rail, road and irrigation sectors.
- Proposal to revisit and revitalise the PPP mode of infrastructure development, with the sovereign bearing a major part of project risk.
- CAPEX of the public sector units to be ₹ 3,178.89 billion, an increase of approximately ₹ 808.44 billion over 2014-15.
- Government to consider plug-and-play projects in infrastructure projects such as roads, ports, rail lines, airports.

(Source: FY15-16 Union Budget Speech)

Roads: Increased outlay of ₹ 140.31 billion on road infrastructure. *(Source: FY15-16 Union Budget Speech, February 28, 2015)*

Urban Infrastructure and Irrigation: ₹ 53 billion to support micro-irrigation, watershed development and the Pradhan Mantri Krishi Sinchai Yojana. To the extent possible during the year as a result of tax bouyancy, proposal to allocate an additional ₹ 30 billion to Pradhan Mantri Krishi Sinchai Yojana *(Source: FY15-16 Union Budget Speech)*

Railways: Increased gross budgetary support of ₹ 100.50 billion to the Indian railways. *(Source: FY15-16 Union Budget Speech)*

Ports: Ports in the public sector will be encouraged to corporatize and become companies under the Companies Act to attract investment and leverage land resources *(Source: FY15-16 Union Budget Speech)*

Overview of the India Road Sector

India has the second largest road network in the world, with approximately 4.8 million kilometres (km) of roads. Roads are the most common mode of transportation and account for 85% of passenger traffic and approximately 60% of freight traffic. National highways in India constitute 2% of the road network but carry approximately 40% of the total road traffic. State roads and major district roads are the secondary system of roads and they carry another 60% of traffic and account for 98% of road length. The table provides key details of the road network in India for 2014-15:

<table>
<tr><th rowspan="2">Road Network</th><th rowspan="2">Length (km)</th><th colspan="2">Percentage of Total</th></tr>
<tr><th>Length</th><th>Traffic</th></tr>
<tr><td>National Highway</td><td>96,214</td><td>2</td><td>40.0</td></tr>
<tr><td>State Highway</td><td>147,800</td><td>3</td><td rowspan="2">60.0</td></tr>
<tr><td>Other Roads</td><td>4,455,000</td><td>95</td></tr>
<tr><td>Total</td><td>4,699,014</td><td>100.0</td><td>100.0</td></tr>
</table>

(Source: CRISIL Report, dated June 10, 2015)

Overview of National Highways in India

National highways facilitate trade and allow convenient movement of traffic across states. National highways constitute approximately 2% of the total road network but carry approximately 40% of total road traffic. The National Highways Authority of India ("NHAI") is the nodal agency under the Ministry of Road Transport and Highways ("MoRTH"). The NHAI is responsible for the building, maintenance and upgrading of national highways. In December 2000, NHDP was launched by the NHAI to develop the national highway network in India.

The number of lanes on national highways has also increased from single or double lane to four lane. Single lane roads decreased from 30% in 2008-09 to 24% in 2012-13. Double lane roads decreased from 53% in 2008-09 to 51% in 2012-13. For the same periods, four or more lane roads have increased from 17% to 24%. *(Source: CRISIL Report, dated May 20, 2015)*

The table below illustrates details of national highways for the periods indicated:

	National Highway Width 2008-09		**National Highway Width 2012-13**	
	(km)	**(%)**	**(km)**	**(%)**
Four/Six/ Eight Lane	12,053	17.1	19,128	24.2
Two Lane	37,646	53.4	40,658	51.4
One Lane	20,849	29.6	19,330	24.4
Total	70,548	100.0	79,116	100.0

(Source: CRISIL Report, dated May 20, 2015)

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Total	70,548	100.0	79,116	100.0

(Source: CRISIL Report, dated May 20, 2015)

The National Highway Development Programme

The NHDP involves the building, upgrading, rehabilitation and widening of existing national highways. The programmed is executed by the NHAI, in coordination with the Public Works Department of the various states. The NHAI also collaborates with the Border Roads Organisation for the development of certain stretches of road. The NHDP is being implemented in seven phases. These phases are outlined in the table below:

NDHP Phases		Description	Implementing Agencies
I	Golden Quadrilateral	Connecting Delhi-Kolkata Chennai	NHAI
	Port Connectivity	Connectivity for 10 major ports	NHAI
	Others	-	NHAI
II	North-South and East-West Corridor	Shrinagar to Kanyakumari (North -South) and Silchar to Porbander (East – West)	NHAI
III	Phase	Connecting state capitals and places of economic and tourist importance	NHAI
IV	Improve two lane standards with paved shoulders	-	MoRTH
V	Six – laning of existing national highways	Phase involves 6,500 km stretch under GQ	NHAI
VI	Expressways	-	NHAI
VII	Ring roads	-	NHAI

(Source: CRISIL Report, dated July 7, 2015)

Phase I is almost complete and approximately 6% of Phase II is left to be awarded. Phase III involves converting two-lane roads into four-lane roads. The criteria for identification of stretches under this phase include high-density traffic corridors not included in Phases I and II, providing connectivity of state capitals with the NHDP (Phases I and II) and connecting centres of tourism and places of economic importance. In 2011-12, projects with a total length of 1,871 km were awarded. However, project awarding decreased to 153 km in 2012-13. In 2014-15, nine projects with a total length of 680 km was awarded. Out of the total length of 12,109 km under this Phase, approximately 54% was complete as of May 31, 2015, and approximately 25% was under implementation. Further, approximately 21% of the total length under this Phase is yet to be awarded. The total cost incurred under this Phase up to October 31, 2014 was ₹ 850 billion. *(Source: CRISIL Report, dated July 7, 2015)*

Under Phase IV, approximately 20,000 km of national highways are planned to be improved to two-lane standards with paved shoulders. The NHAI has identified a total of 14,799 km of road under this phase. As of May 31, 2015, approximately 10% of the total length was executed, approximately 27% of the total length was under implementation and approximately 63% was left to be awarded. As of October 31, 2014, a sum of ₹ 96 billion has been incurred on this phase.

In 2013-14, around 928 km of projects were awarded under this phase compared to only about 644 km being awarded during 2012-13. In 2014-15, projects with a total length of around 2,397 km were awarded. Of these, four projects with an aggregate length of 612 km were awarded on a build-operate-transfer ("BOT") basis. *(Source: CRISIL Report, dated July 7, 2015)*

Phase V involves six-laning of 6,500 kms of selected stretches of existing four-lane national highway on a design-build-finance-operate ("DBFO") basis. This includes approximately 5,700 kms of the GQ and other selected stretches at a total cost of ₹ 412 billion (2006 prices). As of August 31, 2014, approximately 29% of Phase V was completed. As of May 31, 2015, approximately 33% of the total length under this phase was completed, approximately 22% was under implementation and approximately 45% was left to be awarded. As of October 31, 2014, a sum of ₹ 307 billion has been incurred on this phase. In 2013-14, two projects with a total length of 130 km were awarded under this phase and projects with a total length of 265 km were awarded in 2012-13. This was much lower than the 1,689 km length of project awarding in 2011-12. Also, both these projects were re-awards of projects awarded in the previous two years. *(Source: CRISIL Report, dated July 7, 2015)*

Phase VI includes the development of approximately 1,000 km of access-controlled four or six-lane divided carriageway expressways. Although this phase has been approved by the government, it is yet to see any awarding.

Phase VII proposes the construction of ring roads, flyovers and by-passes on selected stretches of national highways at an estimated cost of ₹ 167 billion. The government approved this phase in December 2007. While 700 km of stretches have been identified, as of May 31, 2015, approximately 3% of the project length was completed, approximately 3% of the project was under implementation and approximately 94% was yet to be awarded. As of October 31, 2014, a sum of ₹ 17 billion had been spent on this phase. *(Source: CRISIL Report, dated July 7, 2015)*

NHDP projects are awarded to private companies either in a cash contract or on a BOT basis. NHDP cash contracts are mainly financed through budget allocations from the Central Road Fund, negative grants or premium received and toll revenues. These projects may also be funded by loans and grants received from the World Bank and the Asian Development Bank. *(Source: CRISIL Report, dated July 7, 2015)*

As of May 31, 2015, out of the total length of 48,648 km of the NHDP, approximately 50% was complete, approximately 18% was under implementation and the remainder is yet to be awarded. As of October 31, 2014, a total cost of ₹ 2,365 billion has been incurred on this phase. The execution rate of NDHP projects has increased from 4.0 km per day in May 2014 to 5.3km per day in May 2015. The table below illustrates the status of the NHDP as on June 30, 2015:

	Unit	**Phase**							**Total**
		I	**II**	**III**	**IV**	**V**	**VI**	**VII**	
Total length	Km	7,994	7,142	12,109	13,203	6,500	1,000	700	48,648
Completed till date	Km	7,707	6,391	6,575	1,384	2,183	-	22	24,262
Completion rate as % of total	%	96.4	89.5	54.3	10.5	33.6	-	3.1	49.9
Completion from April 1, 2014 to June 30, 2015	Km	34	17	93	268	87	-	0	499
Under implementation	Km	287	402	3,040	3,962	1,373	-	19	9,083
Under implementation as % of total	%	3.6	5.6	25.1	30.0	21.1	0.0	2.7	18.7
Balance length for award	Km	0	349	2,494	7,857	2,944	1,000	659	15,303
Balance length for award as % of total	%	0.0	4.9	20.6	59.5	45.3	100.0	94.1	31.5
Cost incurred as on October 31, 2014	₹ billion	431	653	850	97	307	1	17	2,356

(Source: CRISIL Report, dated July 15, 2015)

The cost per kilometre under each phase of the NHDP is illustrated in the table below:

	Average cost per km (2015-16 to 2019-20) (₹ in millions)
NHDP Phase I	72
NHDP Phase II	101
NHDP Phase III	134
NHDP Phase IV	81
NHDP Phase V	158
NHDP Phase VI	576
NHDP Phase VII	216
Projects awarded by MoRTh	50

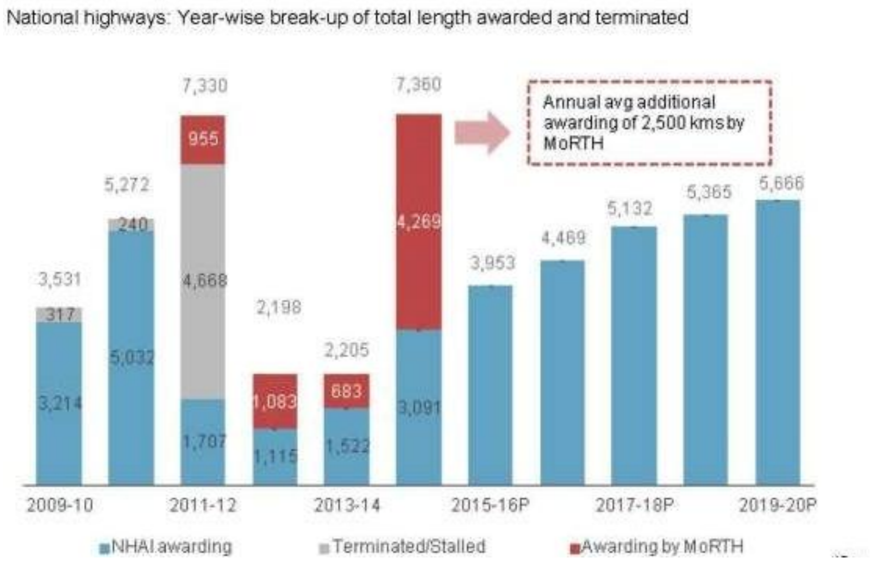
Note: The cost per km of various phases under NHDP is based on the actual cost of projects awarded in the past few years. Going forward, an annual increase in accordance with CRISIL's estimated inflation is assumed.

(Source: CRISIL Report, dated May 19, 2015)

National Highways Authority of India - Awarding Activity

Over the last few years, National Highway projects have been awarded at an extremely slow pace due to issues related to delays in land acquisition and environmental clearances, the offer of more stretches of road with lower traffic densities and weak financials of players in the sector. Although the number of projects has almost doubled from 1,522 km of projects in 2013-14 to 3,091 km of projects in 2014-15, this number is significantly lower compared to historical levels of 5,000 km and falls short of the government's execution target of 30 km per day.

Over the next five years, over 24,585 km of national highway projects are expected to be awarded. With developers losing interest in BOT projects, NHAI is looking to award more projects through the engineering, procurement and construction ("EPC") route. The chart below illustrates the year wise break-up of the total length of roads awarded and terminated for the periods indicated:



E: Estimated; P: Projected

(Source: CRISIL Report, dated May 19, 2015)

The NHAI has invited Requests For Qualification ("RFQ") and Request for Project ("RFP") for 20 different projects for the period from October 2014 to December 2014, the details are set out below:

	Length (km)	**Indicative Project cost (₹ in Million)**
Projects under RFQ	932	127,420

	Length (km)	**Indicative Project cost (₹ in Million)**
Projects under RFP	832	111,670
Projects under RFQ/ RFP	**230**	**53,670**
Total	**1,994**	**292,760**

(Source: National Highway Authority of India, as of November 4, 2014, available at http://www.nhai.org/procurement_current.asp)

SUMMARY OF BUSINESS

The ability of our Company to successfully implement its business strategy, growth and expansion plans may be affected by various factors. Our Company's business overview, strengths and strategies must be read along with the risk factors provided in the "Risk Factors" beginning on page 21.

Overview

We are one of the leading road BOT companies in India that specialises in the development, operation and maintenance of highways, roads and related projects. (*Source: CRISIL Report, dated October, 2014 as amended on August 4, 2015)* Our Company, a subsidiary of Sadbhav Engineering Limited, was incorporated in 2007 as a developer and operator for highways, road and related projects on a BOT basis. All of our projects are implemented and held through special purpose vehicles, including joint venture entities.

We are pre-qualified on an annual basis to bid either directly or through joint ventures for DBFOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. We are involved in the development, operation and maintenance of national and state highways and roads in several states in India including Maharashtra, Gujarat, Rajasthan, Karnataka, Haryana, Madhya Pradesh and Telangana and border check posts in the state of Maharashtra.

We have a project portfolio consisting of ten BOT projects of which six road projects are fully operational, one is the partially operational border check posts and the remaining three projects are in various stages of development. Nine of the ten BOT projects are toll projects (including user fee for the border check posts in Maharashtra), while the remaining one is an annuity project. Our operational projects cover approximately 1,531.16 lane kms and the projects under development cover approximately 1,061.48 lane kms. In addition, as of May 31, 2015, our Subsidiary MBCPNL completed 13 check posts and is developing 9 more check posts for our MBCPNL Project.

In addition to the above projects, our Company has initiated the process to acquire from SEL, our corporate Promoter, 74.00% of the outstanding equity interest in MBHPL and 39.00% of the outstanding equity interest in DPTL. This restructuring is in accordance with our overall growth strategy to consolidate all BOT road projects to be developed by our Company, in which SEL, our corporate Promoter, has shareholding. Our Company has also agreed to acquire 60.00% of the outstanding equity interest in DPTL from HCC Concessions and HCC. If these acquisitions are completed, our project portfolio will increase to 12 BOT projects, with seven fully operational projects, one partially operational border check posts project and four projects in various stages of development.

We believe we benefit significantly from the experience of and relationships established by SEL, our Corporate Promoter. SEL has an established track record of executing projects with over 25 years of experience in construction activities in the transport, mining and irrigation sectors since its incorporation in 1988.

We generate revenues primarily from toll collection, user fee and annuity receipts. Our Company also provides operation and maintenance and advisory and project management services to our projects. For the financial year ended March 31, 2015, our consolidated revenue from operations and net loss amounted to ₹5,002.99 million and ₹3,015.61 million, respectively.

Our Projects

Operational and Partially Operational Projects

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Maharashtra Border Check Post Network Limited	77.82[1]	22 Check posts	User Fee	18 years and 5 months[2]
Rohtak Panipat Tollway Private Limited	99.99	323.43	Toll	20 years and 11 month
Bijapur-Hungund Tollway Private Limited	76.99	388.88	Toll	15 years and 3 months

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Ahmedabad Ring Road Infrastructure Limited	93.99[3]	305.40	Toll	11 years and 7 months
Aurangabad Jalna Tollway Limited	99.99	263.20	Toll	15 years and 2 months
Hyderabad Yadgiri Tollway Private Limited	99.99	139.76	Toll	18 years and 2 months
Nagpur Seoni Express Way Limited	99.99	110.92	Annuity	12 years and 6 months

* *Subject to changes and extensions, if any, which may be permitted by the concessioning authority.*

[1] Our Company has entered into share purchase-cum-shareholders' cum sub-ordinated debt agreement dated September 18, 2013, to sell 4,963 equity shares (9.93% of the outstanding equity interest) of MBCPNL to DTC for consideration of ₹ 47.10 million. The sale of shares in MBCPNL to DTC was undertaken to benefit from strategic strength of DTC in construction and operation of projects in the areas around certain border check-points and in liaising with Government authorities in such areas. Further, our Company has also entered into a share purchase agreement dated November 4, 2014 to acquire 5,000 equity shares (10.00% of the outstanding equity interest) of MBCPNL from SEL for consideration of ₹ 0.05 million. The purchase of shares from SEL in November 2014 was undertaken in line with the overall group strategy to consolidate shareholding in all BOT road projects companies in our Company. Such transactions were also undertaken with respect to other SPVs of our Company. For further details, see "History and Certain Corporate Matters" on pages 247 and 248.

[2] Subject to increase in the concession period based on the date of completion of the last check post and the total cost of the project. Indicates PCOD for operational check posts.

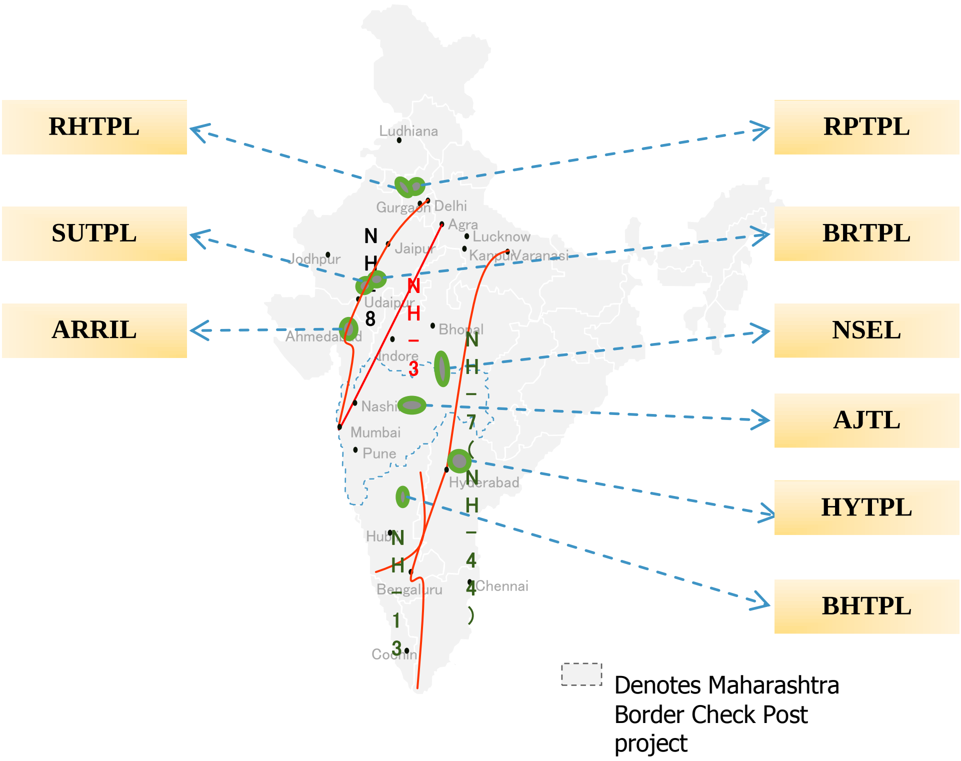
[3] Our Company has entered into a share purchase agreement dated November 3, 2014 to acquire 2,092,000 equity shares (20.00% of the outstanding equity interest) of ARRIL, a part of which have already been acquired and the remaining equity shares will be acquired upon completion of certain transfer formalities. For further details, see "History and Certain Corporate Matters" on pages 245 and 246.

Projects under Development

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate Length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Shreenathji-Udaipur Tollway Private Limited	99.99	317.24	Toll	24 years and 11 month
Bhilwara-Rajsamand Tollway Private Limited	99.99	349.00	Toll	28 years and 4 months
Rohtak- Hissar Tollway Private Limited	99.99	395.24	Toll	20 years and 7 months

* Subject to changes and extensions, if any, which may be permitted by the concessioning authority.

Our Company has recently restructured its shareholding in some of its Subsidiaries. For details, see "History and Certain Corporate Matters" from pages 240. Following is a map showing the location of each of our 10 projects.



Our Proposed Acquisitions

In addition to the above projects, our Company is in the process of acquiring shareholding in MBHPL and DPTL. The following table sets out details of the projects developed by MBHPL and DPTL:

Concessionaire*	**Status of the project**	**Our equity interest as of date of this Red Herring Prospectus (in %)**	**Approximate Length (in lane kms)**	**Type of project**	**Residual concession life as of May 31, 2015****
Mysore-Bellary Highway Private Limited	Under development	0.0[1]	386.68	Annuity	9 years and 6 months
Dhule Palesner Tollway Limited	Operational	0.9[2]	355.20	Toll	12 years and 7 months

* See " — Operational and Partially Operational Project" above for details of proposed increase in our outstanding equity interest in certain Subsidiaries.

** Subject to changes and extensions, if any, which may be permitted by the concessioning authority.

1 In accordance with the share purchase agreement dated November 3, 2014 to acquire 58,511,700 equity shares (74.00% of the outstanding equity interest) from SEL. Currently, we are awaiting approval from KSHIP and the project lenders and expect to complete the acquisition upon receipt of such approvals. For further details, see "History and Certain Corporate Matters" on pages 251 and 252.

While the share purchase agreement refers to the acquisition of 36,900 shares in MBHPL, it also covers the acquisition of any shares issued to SEL after the date thereof. On January 19, 2015, March 12, 2015, April 23, 2015, May 14, 2015 and June 11, 2015, MBHPL allotted additional equity shares to SEL and its other shareholders (on a pro rata basis). Pursuant to such allotment, SEL's shareholding in MBHPL was increased to 58,511,760 equity shares, still equating to 74% of MBHPL's issued share capital. Accordingly, throughout the remainder of the RHP, we refer to 58,511,700 equity shares as to be acquired by the Company.

2 In accordance with the share purchase agreement dated September 22, 2010, our Company has agreed to acquire 18,692,000 equity shares (27.18% of the outstanding equity interest) of DPTL from SEL and in accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 8,190,000 equity shares (11.9% of the outstanding equity interest) of DPTL from SEL. In addition, our Company and SEL have entered into a share purchase agreement dated April 16, 2015 with HCC Concessions and HCC to acquire 41,267,836 equity shares (60.00% of the outstanding equity share capital) of DPTL.

We have received approval for the transaction from NHAI and from certain project lenders and are awaiting approvals from the remaining project lenders. We expect to complete this acquisition once such approvals are received and the remainder of the conditions precedent to the acquisition (which are currently being progressed) are satisfied. For further details, see "History and Certain Corporate Matters" on pages 249 to 251.

For further details on the projects and status of acquisition, see "Business – Proposed Acquisitions" beginning on pages 204 and 205.

Our Competitive Strengths

Sizeable and diverse portfolio of projects in several states in India

We are one of India's leading road BOT companies in India that specialises in the development, operation and maintenance of highways and road projects. (*Source: CRISIL Report dated October, 2014 as amended on August 4, 2015)* We have a project portfolio consisting of ten projects of which six road projects are fully operational, one project is partially operational and the remaining three road projects are in various stages of development. We believe that our project portfolio is well distributed to cover both urban and rural vehicular traffic and includes national and state highways.

All of our projects are implemented through special purpose vehicles formed for the respective projects and we have a controlling interest in all Subsidiaries. These Subsidiaries enter into concession agreements with government agencies and generate revenue from toll receipts, user fee and annuities. The concession agreements are for periods ranging from 20 to 30 years. The average term for our projects is approximately 23 years and six months, thereby ensuring sustained future cash flows and growth for us. As of May 31, 2015, the average residual term for our projects is approximately 18 years and seven months.

In addition, our projects are distributed in seven states of India, a majority of which we believe are economically stable, and have a NSDP growth rate that is higher than that of India for the period between 1993-94 to 2012-2013. For details, see "Industry" beginning on page 177. We therefore believe that the industrial activities in these regions will continue to grow substantially which will lead to an increase in the traffic, and our business will be able to benefit from it. We also believe that the strategic locations of our projects in high economic growth areas strengthen the stability of our revenue and our ability to close financing arrangements for the projects.

Strong support from our corporate Promoter

SEL, our listed Promoter, which currently holds 77.42% of the issued and paid-up share capital of our Company, has an established track record of executing projects with over 25 years of experience in construction activities of transport, mining and irrigation sectors since its incorporation in 1988. Due to SEL's financial strength and experience in executing several infrastructure projects, SEL is a pre-qualified bidder for NHAI with respect to large public infrastructure projects for developing and operating road assets up to a value of ₹ 34,000 million up to December 31, 2015 and will continue to support our Company in bidding for new projects. Further, SEL has been the EPC contractor for a majority of our projects and we have completed a number of them prior to scheduled completion dates due to its experience in executing large road projects. SEL has an established track record in executing projects. Further, we believe that SEL enjoys strong brand recognition, long-standing relationships with lenders and investors and we benefit from its brand, experience, relationships and support. We believe that our relationship with SEL is a complementary one, and that this relationship strengthens our position when we approach lenders regarding the financing options for our projects. Our Company has entered into an agreement dated October 22, 2014 with SEL, whereby in accordance with the overall strategy of SEL, the road and highways and related projects business on a BOT basis will be carried out by our Company and its subsidiaries and not by any other entity in the SEL group, subject to the requirements of the bid, concession and financing documents. The agreement does not limit the ability of our Company to undertake non-BOT basis projects. For further details, see "History and Certain Corporate Matters―Key Agreements" on pages 243 and 244.

Effective toll collection and toll management systems

We believe we have a robust toll collections system to manage critical day-to-day toll collection and toll management of our projects. Classification of vehicles at our toll plazas is done both manually by the toll collector and also automatically using weight in motion technology and AVC cameras. Further, the entire process is monitored by supervisors using pan-tilt-zoom camera surveillance. Since a significant portion of the toll fees are paid in cash, we closely monitor the collection of toll fees in order to reduce toll collection leakage. In order to improve the efficiency and integrity of our toll projects, we continuously attempt to improve the internal processes and upgrade technology to manage any leakages, and to streamline toll collection, route operations and maintenance processes. For example, we have implemented electronic toll collection ("ETC") systems for the RPTPL, BHTPL and HYTPL Projects. As a result of this continuous focus on efficiency and integrity in the maintenance and operation of the toll roads, we believe we are able to reduce operational costs and improve our operating efficiency.

Management and an integrated in-house project team with strong execution capabilities and extensive industry experience

Our management team has experience in the Indian road infrastructure sector. Led by the Chairman of our Board and our Promoter, Vishnubhai Patel (who has extensive experience in the infrastructure construction business), we consider the strength of our management team to be fundamental to our success. We believe the stability of our management team and the industry experience brought on by our employees will enable us to continue to take advantage of future market opportunities and expand into new markets.

We have qualified in-house teams who are responsible for different aspects of our projects starting from identifying prospective projects to the collection of tolls and the operation and maintenance of the projects. We are able to undertake a significant number of activities related to the project in-house, thereby ensuring timely completion of our projects, reducing our reliance on third parties and decreasing our costs. Our integrated structure also allows us to control our budget and maximize returns for the project, including developer returns and operation and maintenance margins.

For further details of the roles and experience of our Board and Key Managerial Personnel, refer to "Our Management" from pages 266 to 267 and from 279 to 280. For further details on our employees, see "Business– Employees" on pages 233.

A focused roads and highways and related BOT player and the timely execution of projects

We are a company focused on roads and highways and related BOT projects. As of May 31, 2015, we have completed four out of six of our fully operational BOT projects on time or prior to the scheduled completion date (including any extensions, if granted). For example, we completed development of the BHTPL Project approximately 11 months before scheduled COD. Further, the NHAI and other concessioning authorities are required to regularly conduct inspections on the progress of development in accordance with the concession agreement. We believe that constant liasoning with the regulatory and local authorities and thorough diligence before the bidding of the project assists us in completion of the project in a timely manner. Further, we appoint known contractors as well as periodically monitor the performance of our contractors to ensure none of our projects are stalled due to non-availability of clearances, non-availability of land and other instances of cost-overrun. We have not suffered any cost over-run in our fixed price contract with our contractors. As a result of the foregoing, we are able to complete our projects on a timely basis and minimize costs overrun.

Our Strategies

Maintain and strengthen our market position in execution of roads and border check posts BOT projects

Our primary focus is to maintain and strengthen our market position in India among other companies developing and executing road and related BOT projects. Over the next few years, we will continue to focus on the operations, maintenance and development of our existing projects while seeking opportunities to expand our portfolio of projects. We are pre-qualified on an annual basis to bid either directly or through joint ventures for BOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. Further, we intend to bid for projects either individually or jointly with SEL. Additionally, we may also consider acquiring existing projects, developed or under development by other companies. We intend to draw on our experience, effectively use our assets, market position and our ability to execute and manage multiple projects across geographies, to grow our portfolio of road projects. We may also explore opportunities to monetise our operational BOT projects, including by way of stake sale or securitisation or transfer our operational BOT projects to another entity, which will be the primary developer of the project with us having shareholding in such entity. The Central Government has recently approved an exit policy permitting divestment of equity stake in project companies, two years after completion of the construction period for all BOT projects. We believe that monetising our operational BOT projects will improve our financial strength and provide us with the resources to pursue our planned expansion and growth strategies without external support. Further, we will continue to focus on our execution skills to complete projects in a timely manner.

Selectively expand into states with stable growth

Given our track record in Gujarat, Maharashtra, Rajasthan, Karnataka, Madhya Pradesh, Telangana and Haryana, we intend to expand into states which are economically and politically stable and which are expected to have NSDP growth rate that is higher than the NSDP growth rate than that of India for the period between 1993-94 to 2012-2013 to reduce tolling risks. We believe that such geographical diversification of our projects will reduce our reliance on specific states and allow us to capitalize on different growth trends in the different states. We believe our strategy in focusing both on further developing our existing markets and expanding into new markets with high growth potential will enable us to effectively capture growth opportunities in different parts of India, broaden our revenue base and reduce risks of volatility of market conditions and price fluctuations which may result from concentrating our resources in any geographical region in India.

In addition to our focus on road BOT projects, we also intend to bid for border check post projects on a BOT basis in other states. Additionally, we intend to strategically bid for new projects which are located near our existing projects so that we can reduce costs of EPC, operating and maintaining our projects and improve our operating efficiency. For example, bidding for projects in adjoining areas such as SUTPL and BRTPL Projects in Rajasthan and RPTPL and RHTPL Projects in Haryana has assisted us in achieving better operational efficiency with lower costs, since we are able to share equipment and manpower across projects as and when required.

Continue to build on relationship with our Promoter

SEL has an established track record and industry expertise in managing road infrastructure projects. We expect that we will benefit from SEL’s strategy of vertical integration which gives us greater control over development of road projects. We intend to leverage our and our corporate Promoters’ experience, track record, commercial relationships and brand recognition to expand our operations and to carry out activities related to roads and highways.

Improve performance and enhance returns from our core business

We will continue to focus on maximizing returns from each of our projects. In order to continue to improve performance and enhance returns from our BOT projects, we intend to:

- adopt the best of the evolving technologies in collection of tolls and other business processes,
- continue to improve checks and balances to reduce toll leakages, and
- continue to complete road BOT projects on or before time to increase revenues.

Reduction of funding costs

We source funding for our projects primarily through loans from banks and other financial institutions. We intend to continue to evaluate various funding mechanisms which will enable us to enhance our credit rating and in turn reduce our borrowing cost and improve our liquidity position. In the past, we have availed ECB loans for some of our projects which has helped us in reducing the overall cost of funding. Further, we have in the past explored and will continue to explore options for refinancing certain of our loans to lower our borrowing cost and improve cash flows. For example, we have executed a term sheet to part-refinance the consortium loan for our BHTPL Project and have initiated the process to obtain NHAI approval for the refinancing.

SUMMARY OF FINANCIAL INFORMATION

The following tables set forth the summary financial information derived from:

a. The unconsolidated Restated Financial Statements as of and for the years ended March 31, 2011, 2012, 2013, 2014 and 2015; and

b. The consolidated Restated Financial Statements as of and for the years ended March 31, 2011, 2012, 2013, 2014 and 2015.

The financial statements referred to above are presented under the section "Financial Statements" beginning on page 295. The summary financial information presented below should be read in conjunction with these financial statements, the notes thereto and the sections "Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on pages 295 and 494, respectively.

Unconsolidated Restated Financial Information of Assets and Liabilities

(₹in Million)

		As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
I	**Equity and Liabilities**					
(1)	**Shareholders' Funds**					
	(a) Share Capital	3,109.63	282.58	282.58	264.23	264.23
	(b) Reserves and Surplus	5,326.29	8,014.71	8,006.61	6,659.71	6,400.44
		8,435.92	**8,297.29**	**8,289.19**	**6,923.94**	**6,664.67**
(2)	**Non-Current Liabilities**					
	(a) Long-Term Borrowings	7,331.56	2,550.00	2,550.00	650.00	-
	(b) Long- term Provisions	0.77	0.49	0.39	0.63	0.47
		7,332.33	**2,550.49**	**2,550.39**	**650.63**	**0.47**
(3)	**Current Liabilities**					
	(a) Short-Term Borrowings	4,887.49	4,163.06	925.61	597.88	-
	(b) Trade Payables	282.76	216.97	175.39	111.68	1.72
	(c) Other Current Liabilities	1,102.93	675.70	353.14	554.34	514.07
	(d) Short-Term Provisions	0.03	0.03	-	16.73	11.19
		6,273.21	**5,055.76**	**1,454.14**	**1,280.63**	**526.98**
	Total	**22,041.46**	**15,903.54**	**12,293.72**	**8,855.20**	**7,192.12**
II	**Assets**					
(1)	**Non-current assets**					
	(a) Fixed Assets	12.84	14.07	15.21	16.50	0.13
	(b) Non- Current Investments	4,143.58	3,133.16	2,100.00	1,944.02	1,092.84
	(c) Deferred Tax Assets (net)	-	0.22	0.15	0.09	-
	(d) Long-Term Loans and Advances	13,528.37	10,394.94	8,305.99	5,656.36	3,681.91
	(e) Other Non-Current Assets	482.40	329.05	211.63	103.76	39.40
		18,167.19	**13,871.44**	**10,632.98**	**7,720.73**	**4,814.28**
(2)	**Current assets**					
	(a) Current investments	-	-	10.03	0.08	45.74
	(b) Trade Receivables	408.42	597.79	114.33	76.43	34.25
	(c) Cash and Bank Balances	36.08	10.81	0.22	4.75	1.35
	(d) Short-term loans and advances	3,116.84	1,370.91	1,232.48	1,053.21	2,252.90
	(e) Other Current Assets	312.93	52.59	303.68	-	43.60
		3,874.27	**2,032.10**	**1,660.74**	**1,134.47**	**2,377.84**
	Total	**22,041.46**	**15,903.54**	**12,293.72**	**8,855.20**	**7,192.12**

Unconsolidated Restated Financial Information of Profits and Losses

(₹in Million)

	Year ended March 31,2015	**Year ended March 31,2014**	**Year ended March 31,2013**	**Year ended March 31,2012**	**Year ended March 31,2011**
Revenue from Operations	701.07	911.74	899.22	739.11	153.39
Other income	371.98	246.57	267.62	215.50	183.57
Total Revenue	**1,073.05**	**1,158.31**	**1,166.84**	**954.61**	**336.96**
Expenses					
Operating Expenses	493.57	461.45	741.05	417.29	-
Employee benefits expense	42.37	29.57	12.01	6.49	5.65
Other expenses	109.45	106.08	31.64	100.58	65.31
	645.39	**597.10**	**784.70**	**524.36**	**70.96**
Restated Profit before Finance costs, depreciation and amortisation and tax expense	**427.66**	**561.21**	**382.14**	**430.25**	**266.00**
Finance costs	1,037.52	526.77	214.22	42.45	34.89
Depreciation	1.29	1.14	1.29	0.55	-
Restated Profit / (Loss) before tax	**(611.15)**	**33.30**	**166.63**	**387.25**	**231.11**
Tax expense:					
(a) Current Tax	-	25.28	50.36	127.89	77.16
(b) Deferred Tax - Charge/ (Credit)	0.22	(0.08)	(0.05)	(0.09)	(0.27)
Total Tax Expense	**0.22**	**25.20**	**50.31**	**127.80**	**76.89**
Restated Net Profit/(Loss) after tax	**(611.37)**	**8.10**	**116.32**	**259.45**	**154.22**

Unconsolidated Restated Financial Information of Cash Flows

(₹in Million)

	Particulars	Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
(A)	**Cash flows from operating activities**					
	Restated Profit / (Loss) before tax	**(611.15)**	**33.30**	**166.63**	**387.25**	**231.11**
	Adjustments for:					
	Depreciation and amortisation	1.29	1.14	1.29	0.55	-
	Finance Costs	1,037.52	526.77	214.22	42.45	34.89
	Dividend income	-	(0.03)	(11.87)	(3.22)	(8.21)
	Gain on sale of Investments (net)	(0.04)	(0.26)	(4.71)	(0.37)	(0.04)
	Interest income	(371.85)	(246.28)	(250.80)	(211.86)	(175.32)
	Provision for Dimunition in value of Non-Current Investments	-	0.37	-	-	-
	Waiver of Sub ordinate debt	-	66.02	-	-	-
	Sundry Creditors write back	(0.09)	-	-	-	-
	Trade Receivables written off	-	-	0.41	10.92	-
	Operating Profit before working capital changes	**55.68**	**381.03**	**115.17**	**225.72**	**82.43**
	Adjustments for:					
	Decrease/(Increase) in trade receivables	189.37	(483.46)	(38.30)	(53.11)	(34.25)
	Decrease/(Increase) in Long term Loans and Advances	18.84	(76.64)	(14.36)	2.97	(4.71)
	Decrease/(Increase) in Short term Loans and Advances	2.40	10.63	85.24	(132.62)	43.13
	Decrease/(Increase) in other current assets	12.37	289.02	(301.38)	43.60	-
	Increase/(Decrease) in trade payables	65.88	41.58	63.71	109.96	(46.06)
	Increase/(Decrease) in other liabilities	(98.88)	111.29	(199.61)	11.60	(1.05)
	Increase/(Decrease) in long term provisions	0.28	0.10	(0.24)	0.16	0.47
	Increase/(Decrease) in short term provisions	-	0.03	-	-	-
	Cash generated/ (used) from/in operations	**245.94**	**273.58**	**(289.77)**	**208.28**	**39.96**
	Direct taxes paid (net)	(42.05)	(80.73)	(83.43)	(126.29)	(59.44)
	Net cash generated / (used) from / in operating activities	**203.89**	**192.85**	**(373.20)**	**81.99**	**(19.48)**
(B)	**Cash flows from investing activities**					
	Purchase of tangible assets, Increase in Capital Work-in-Progress and Capital Advances	(0.05)	(0.15)	(3.32)	(1.68)	(11.95)
	Purchase of Land	(2.88)	-	-	-	-
	Purchase of Units of Mutual Fund	(29.50)	(244.24)	(3,580.57)	(1,144.80)	(3,588.03)
	Proceeds from sale of Units of Mutual Fund	29.54	254.54	3,575.33	1,190.83	3,543.14
	Dividend received	-	0.03	11.87	3.22	8.21

	Particulars	Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	Loans Given to third parties	(248.80)	(170.00)	-	-	-
	Loans given to related parties	(2,904.52)	(1,748.89)	(3,275.06)	(1,672.07)	(4,653.27)
	Loans received back from related parties	313.92	1,769.84	3,010.53	2,762.21	2,505.75
	Sub-Ordinate Debt Given	(3,786.52)	(2,828.21)	(3,523.69)	(1,900.72)	(2,136.60)
	Sub-Ordinate Debt received back	1,584.22	545.85	950.00	-	-
	Investments in bank deposits (having original maturity of more than three months)	(21.08)	-	-	-	-
	Investment in share of subsidiary companies	(477.43)	(1,033.53)	(154.19)	(791.87)	(1,090.35)
	Investment in share of associate companies	-	-	-	(57.28)	-
	Purchase /refund of non-current investments (including share application money and advance against share purchase)	(127.01)	259.49	(46.85)	155.40	(822.79)
	Interest received	100.15	90.94	140.62	147.49	135.93
	Net cash used in investing activities	**(5,569.96)**	**(3,104.33)**	**(2,895.33)**	**(1,309.27)**	**(6,109.96)**
(C)	**Cash Flows from financing activities**					
	Proceeds from issuance of share capital	-	-	18.35	-	263.73
	Proceeds from securities premium on issuance of share capital	-	-	1,231.65	-	6,338.08
	Share issue expenses/ Initial Public Offer Expenses	(66.18)	-	(1.25)	-	(100.47)
	Proceeds from long-term borrowings	4,900.01	-	1,900.00	650.00	-
	Proceeds from short-term borrowings	5,847.23	5,038.93	327.73	1,432.48	1,387.53
	Repayments of short-term borrowings	(4,343.24)	(1,801.47)	-	(834.60)	(1,723.85)
	Finance Costs	(967.56)	(315.39)	(212.48)	(17.20)	(34.89)
	Net cash generated from financing activities	**5,370.26**	**2,922.07**	**3,264.00**	**1,230.68**	**6,130.13**
	Net increase/(decrease) in cash and cash equivalents (A+B+C)	**4.19**	**10.59**	**(4.53)**	**3.40**	**0.69**
	Cash and cash equivalents at beginning of the year	10.81	0.22	4.75	1.35	0.66
	Cash and cash equivalents at end of the year	**15.00**	**10.81**	**0.22**	**4.75**	**1.35**

Consolidated Restated Financial Information of Assets and Liabilities

(₹ in Million)

		As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
I	**Equity and Liabilities**					
(1)	**Shareholders' Funds**					
	(a) Share Capital	3,109.63	282.58	282.58	264.23	264.23
	(b) Reserves and Surplus	4,772.25	7,921.26	9,426.99	8,204.70	6,756.93
		7,881.88	**8,203.84**	**9,709.57**	**8,468.93**	**7,021.16**
(2)	**Minority Interest**	**569.01**	**1,864.70**	**1,585.73**	**1,261.94**	**976.91**
(3)	**Non-Current Liabilities**					
	(a) Long-Term Borrowings	57,061.82	45,010.40	35,778.38	27,614.71	13,143.69
	(b) Other Long Term Liabilities	22,329.92	22,414.99	4,180.58	0.73	0.87
	(c) Long- Term Provisions	996.52	376.27	114.98	390.98	270.67
		80,388.26	**67,801.66**	**40,073.94**	**28,006.42**	**13,415.23**
(4)	**Current Liabilities**					
	(a) Short-Term Borrowings	4,977.11	4,007.30	654.12	297.88	-
	(b) Trade Payables	400.29	425.88	235.21	125.51	12.69
	(c) Other Current Liabilities	4,641.61	3,562.14	1,181.63	1,754.60	1,575.56
	(d) Short-Term Provisions	94.31	352.99	405.69	17.65	12.13
		10,113.32	**8,348.31**	**2,476.65**	**2,195.64**	**1,600.38**
Total		**98,952.47**	**86,218.51**	**53,845.89**	**39,932.93**	**23,013.68**
II	**Assets**					
(1)	**Non-current assets**					
	(a) Fixed Assets					
	(i) Tangible Assets	219.68	248.26	248.17	235.66	203.18
	(ii) Intangible Assets	70,523.39	69,791.03	30,531.00	6,733.54	6,914.80
	(iii) Capital Work-in-Progress	6.68	7.18	8.77	1.08	-
	(iv) Intangible Assets under Development	19,377.84	7,761.58	16,652.60	26,216.89	9,681.71
		90,127.59	**77,808.05**	**47,440.54**	**33,187.17**	**16,799.69**
	(b) Goodwill on Consolidation	1,182.71	449.10	475.65	498.93	153.83
	(c)Non- Current Investments	34.38	23.41	11.70	49.02	4.47
	(d) Deferred Tax Assets (net)	-	0.22	0.15	0.09	-
	(e) Long-Term Loans and Advances	3,631.78	5,351.36	3,662.60	3,514.83	4,220.59
	(f) Other Non-Current Assets	535.34	401.24	303.09	214.48	39.40
		95,511.80	**84,033.38**	**51,893.73**	**37,464.52**	**21,217.98**
(2)	**Current assets**					
	(a) Current Investments	47.01	1,028.61	81.85	117.47	60.75
	(b) Trade Receivables	140.18	143.22	5.42	4.21	14.93
	(c) Cash and Bank Balances	1,695.63	518.35	516.67	1,236.39	518.21
	(d) Short-Term Loans and Advances	634.07	353.02	906.30	1,012.33	689.88
	(e) Other Current Assets	923.78	141.93	441.92	98.01	511.93
		3,440.67	**2,185.13**	**1,952.16**	**2,468.41**	**1,795.70**
Total		**98,952.47**	**86,218.51**	**53,845.89**	**39,932.93**	**23,013.68**

Consolidated Restated Financial Information of Profit and Loss

(₹in Million)

	Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
Revenue from Operations	5,002.99	3,710.71	2,872.15	1,759.57	694.90
Other income	277.50	215.89	282.10	227.91	201.75
Total Revenue	**5,280.49**	**3,926.60**	**3,154.25**	**1,987.48**	**896.65**
Expenses					
Operating Expenses	1,413.80	885.20	970.94	646.72	120.00
Employee benefits expense	243.00	163.52	102.84	61.51	33.13
Other expenses	257.90	246.15	102.56	120.01	93.85
	1,914.70	**1,294.87**	**1,176.34**	**828.24**	**246.98**
Earnings before interest, tax and depreciation and amortisation	**3,365.79**	**2,631.73**	**1,977.91**	**1,159.24**	**649.67**
Finance costs	5,259.15	3,552.44	1,951.76	718.44	399.02
Depreciation and Amortisation	1,406.10	915.01	498.95	215.04	102.61
Profit / (Loss) before tax	**(3,299.46)**	**(1,835.72)**	**(472.80)**	**225.76**	**148.04**
Tax expense:					
(a) Current Tax	-	121.74	50.36	127.89	77.84
(b) Deferred Tax - Charge/ (Credit)	0.22	(0.08)	(0.05)	(0.09)	(0.27)
Total Tax Expense	**0.22**	**121.66**	**50.31**	**127.80**	**77.57**
Profit / (Loss) after tax and before share of losses of minority interest and associates	**(3,299.68)**	**(1,957.38)**	**(523.11)**	**97.96**	**70.47**
Share of (Profit)/Loss attributable to Minority Interest	284.07	398.01	133.55	18.22	28.37
Share of Profit/(Loss) from Associate Company	-	-	(67.10)	(18.19)	-
Net Profit / (Loss) for the year	**(3,015.61)**	**(1,559.37)**	**(456.66)**	**97.99**	**98.84**

Consolidated Restated Summary Statement of Cash Flows

(₹in Million)

	Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
(A)	**Cash flows from operating activities**						
	Profit/(Loss) before tax		**(3,299.46)**	**(1,835.72)**	**(472.80)**	**225.76**	**148.04**
	Adjustments for:						
	Depreciation and amortisation		1,406.10	915.01	498.95	215.04	102.61
	(Profit)/Loss on sale of tangible assets		-	(0.03)	8.33	-	-
	Finance Costs		5,259.15	3,552.44	1,951.76	718.44	399.02
	Dividend income		(0.62)	(0.74)	(22.97)	(3.40)	-
	Gain on sale of investments (net)		(79.76)	(41.82)	(26.48)	(11.49)	(30.02)
	Interest income		(193.41)	(148.16)	(232.34)	(212.86)	(171.50)
	Sundry balances written back		(1.80)	(23.49)	(0.31)	(0.01)	-
	Trade receivables written off		0.40	0.48	0.41	10.95	-
	Provision for doubtful debt		0.70	-	-	-	-
	Interest receivable written off		-	-	-	-	-
	Assets under construction written off		-	82.01	-	-	-
	Operating Profit before working capital changes		**3,091.30**	**2,499.98**	**1,704.55**	**942.43**	**448.15**
	Adjustments for:						
	Decrease/(Increase) in trade receivables		1.94	231.21	(1.62)	(0.23)	(5.77)
	Decrease/(Increase) in short-term loans and advances		105.90	1.65	29.62	(125.83)	(72.14)
	Decrease/(Increase) in long-term loans and advances		(7.79)	(23.41)	(30.38)	(12.55)	443.57
	Decrease/(Increase) in other assets		(58.31)	309.00	(357.73)	43.60	(3.52)
	Increase/(Decrease) in trade payables		(23.64)	(40.85)	109.97	112.79	(546.09)
	Increase/(Decrease) in other long- term liabilities		(0.03)	(0.63)	0.78	(0.13)	(3.07)
	Increase/(Decrease) in other current liabilities		160.42	290.62	(125.34)	121.34	(139.88)
	Increase/(Decrease) in provisions		363.82	93.53	128.76	120.82	271.08
	Cash generated from operations		**3,633.61**	**3,361.10**	**1,458.61**	**1,202.24**	**392.33**
	Direct taxes paid (net)		(69.44)	(115.01)	(120.04)	(135.22)	(68.91)
	Net cash generated from operating activities	**(A)**	**3,564.17**	**3,246.09**	**1,338.57**	**1,067.02**	**323.42**
(B)	**Cash flows from investing activities**						

	Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	Purchase/ Construction of Fixed Assets (including Work-in-Progress)		(11,269.02)	(8,865.45)	(9,186.41)	(13,227.88)	(6,861.76)
	Proceeds from sale of tangible assets		0.25	3.01	10.18	-	0.16
	Payment of Additional Concession Fees		(84.94)	(186.45)	(29.25)	-	-
	Proceeds from sale of / (Purchase of) mutual funds (Net) (including Gain)		1,061.36	(904.93)	62.10	(45.23)	230.83
	Dividend received		0.62	0.74	22.97	3.40	-
	Sub-Ordinate Debt Given		-	(21.31)	(124.00)	(450.80)	(64.52)
	Unsecured Loans Given		(251.23)	(170.00)	(274.56)	(444.66)	(520.31)
	Proceeds from Recovery of Unsecured Loan Given		1.41	737.99	350.93	5.85	7.60
	Payment towards acquisition of Subsidiary		(1,517.31)	-	-	(556.25)	(807.30)
	Advance towards Purchase of Shares		-	-	(45.11)	(68.77)	(596.54)
	Share Application money given		-	-	-	(32.18)	(154.99)
	Share Application money received back		-	-	-	137.16	-
	Payment towards Purchase of Non-Current Investments		(10.97)	(11.72)	(1.73)	(62.74)	(4.41)
	Payment towards Investment in Fixed Deposit having maturity period of more than 3 months		(21.08)	-	-	-	-
	Interest received		35.78	25.38	174.48	160.88	128.73
	Net cash used in investing activities	**(B)**	**(12,055.13)**	**(9,392.74)**	**(9,040.40)**	**(14,581.22)**	**(8,642.51)**
(C)	**Cash Flows from financing activities**						
	Proceeds from issuance of share capital		-	-	18.35	-	263.73
	Proceeds from securities premium on issuance of share capital		-	-	1,231.65	-	6,341.60
	Share issue expenses		(66.18)	-	(1.25)	-	(100.47)
	Proceeds from Issue of share capital to Minority Shareholders		-	242.14	54.23	45.26	80.63
	Grant received during the year		1,303.03	-	582.30	2,153.69	-
	Proceeds from Sub-ordinate from Minority Shareholders		-	434.78	269.15	181.28	348.08

	Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	Repayment of Sub-Ordinate debt to Minority Shareholders		-	-	-	(135.45)	(441.95)
	Proceeds from long-term borrowings		12,866.60	8,447.66	8,510.85	14,606.52	10,080.19
	Repayment of long- term borrowings		(714.79)	(696.59)	(173.46)	(103.98)	(5,833.10)
	Proceeds from short-term borrowings		6,391.35	4,766.31	701.64	1,026.36	1,684.57
	Repayment of short-term borrowings		(4,641.97)	(2,151.12)	(345.40)	(728.48)	(2,648.03)
	Finance Costs		(5,490.88)	(4,895.35)	(3,865.95)	(2,812.82)	(966.68)
	Net cash from financing activities	**(C)**	9,647.16	6,147.83	6,982.11	14,232.38	8,808.57
	Net increase/(decrease) in cash & cash equivalents	**(A+B+C)**	**1,156.20**	**1.18**	**(719.72)**	**718.18**	**489.48**
	Cash & cash equivalents at beginning of the year		518.35	516.67	1,236.39	518.21	0.66
	Cash & cash equivalents on Acquisition of Subsdiary		-	0.50	-	-	28.07
	Cash and cash equivalents at end of the year		**1,674.55**	**518.35**	**516.67**	**1,236.39**	**518.21**

Auditor Qualifications

Our auditors have included qualifications with respect to matters specified in the Companies (Auditors Report) Order, 2003, as amended, and Companies (Auditor's Report) Order, 2015, as applicable, in the annexure to its report on our consolidated Restated Financial Statements as of and for the Financial Years provided below. These qualifications do not require any corrective material adjustments in our consolidated restated summary statements. We provide below, these qualifications as well as our Company's corrective steps in connection with these remarks:

Annexure to the auditor's report for the Financial Year ended March 31, 2015

- *Disputed service tax outstanding for the financial years 2010 and 2011 was ₹ 40.98 million and disputed income tax outstanding for the financial years 2008 to 2012 was ₹130.61 million.*

  In relation to the disputed service tax outstanding, our Company has filed an appeal before the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad. The Company has deposited an amount of ₹ 2.5 million. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Indirect tax proceedings" on page 516.

  In relation to the disputed income tax outstanding for the financial years 2008 to 2012, appeals have been filed by the relevant Subsidiaries before various authorities. For further details, see "In relation to the disputed income tax outstanding for the financial years 2008 to 2012, appeals have been filed by the relevant Subsidiaries before various authorities. For further details, see "Outstanding Litigation and Material Developments– Litigation involving our Subsidiaries– Litigation filed against AJTL– Direct tax proceedings", "Outstanding Litigation and Material Developments– Litigation involving our Subsidiaries– Litigation filed against BHTPL– Direct tax proceedings", "Outstanding Litigation and Material Developments– Litigation involving our Subsidiaries– Litigation filed against MBCPNL– Direct tax proceedings", "Outstanding Litigation and Material Developments– Litigation involving our

Subsidiaries– Litigation filed against HYTPL– Direct tax proceedings", "Outstanding Litigation and Material Developments– Litigation involving our Subsidiaries– Litigation filed against RPTPL– Direct tax proceedings", on pages 517 and 518, 518 and 519, 520, 520 and 521 and 522 and 524.

- *The accumulated losses of ARRIL, AJTL, MBCPNL, HYTPL, NSEL and RPTPL at the end of the Financial Year are more than 50% of its net worth. The holding company, ARRIL, AJTL, MBCPNL, HYTPL and RPTPL have incurred cash loss during the year and ARRIL, AJTL, MBCPNL, HYTPL and RPTPL have incurred cash losses in the immediately preceding Financial Year. SUTPL, BRTPL and RHTPL have been registered for a period of less than five years and hence, in respect of those entities, our auditors are not required to comment on whether or not the accumulated losses at the end of the Financial Year is 50.00% or more of its net worth and whether it has incurred cash losses in the current year and in the immediately preceding Financial Year.*

  Our Company has incurred cash losses during the current year due to the higher amount of interest expense. Our Company proposes to utilise a portion of the Net Proceeds to repay the ICICI Facility and a portion of the SEL Facility and which may address the accumulated losses. Further, ARRIL, AJTL, MBCPNL, HYTPL and RPTPL do not intend to curtail the scale of operations and have projected increased traffic movement for their respective projects. Further, ARRIL, AJTL, MBCPNL, HYTPL and RPTPL have been meet their respective obligations in the ordinary course of the business and have received continued financial supported from our Company. The operation / revenue of these covered entities is gradually increasing.

- *Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases in respect of our Company and certain covered entities.*

  Our Company has instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues, ensuring a daily check on payments due, monitoring of the payments made, and periodic training of the accounting staff on the various statutory requirements and due dates applicable to our Company. The covered entities have also instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues and periodic training of accounting staff.

Our auditors have included qualifications with respect to matters specified in the Companies (Auditors Report) Order, 2003, as amended, in the annexure to its report on our unconsolidated Restated Financial Statements as of and for the Financial Years provided below. These qualifications do not require any corrective material adjustments in our unconsolidated restated summary statements. We provide below, these qualifications as well as our Company's corrective steps in connection with these remarks:

Annexure to the auditor's report for the Financial Year ended March 31, 2015

- *Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases.*

  Our Company has instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues, ensuring a daily check on payments due, monitoring of the payments made, and periodic training of the accounting staff on the various statutory requirements and due dates applicable to our Company.

- *Disputed service tax outstanding for the Financial Years 2010 and 2011 was ₹ 40.98 million.*

  In relation to the disputed service tax outstanding, our Company has filed an appeal before the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad. Our Company has deposited an amount of ₹2.5 million. For further details, see "Litigation – Litigation involving our Company – Litigation filed against our Company – Indirect tax proceedings" on page 516.

- *The accumulated losses of our Company at the end of the Financial Year are less than 50.00% of its net worth. Further, our Company has incurred cash losses during the current year but has not incurred any cash loss during the preceding Financial Year.*

Our Company has incurred cash losses during the current year due to the higher amount of interest expense. Our Company proposes to utilise a portion of the Net Proceeds to repay the ICICI Facility and a portion of the SEL Facility and which may address the accumulated losses.

Annexure to the auditor's report for the Financial Year ended March 31, 2014

- *No internal audit was carried out and accordingly, the auditors were unable to comment on the internal audit system.*

  Our Company has established and maintains adequate internal measures commensurate with the size of our Company and complexity of operations. Comprehensive processes have been established to ensure that all facets of our Company's operations are subjected to scrutiny. In addition to this, our Company has recently appointed an external firm of Chartered Accountants as an internal auditor from the Financial Year 2015 onwards.

- *Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases.*

  Our Company has instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues, ensuring a daily check on payments due, monitoring of the payments made, and periodic training of the accounting staff on the various statutory requirements and due dates applicable to our Company.

- *Disputed service tax outstanding for the Financial Years 2009-10 and 2010-11 was ₹ 40.98 million.*

  Our Company has filed an appeal before the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad. Our Company has deposited an amount of ₹ 2.5 million. For further details, see "Litigation – Litigation involving our Company – Litigation filed against our Company – Indirect tax proceedings" on page 516.

- *₹ 2,980.68 million raised on short term basis in the form of unsecured loan from related party were used for investment in equity shares and sub-ordinate debts to its subsidiaries and associate as promoter's contributions.*

  Our Company is in the process of raising long term finance to meet the requirement of long term investment. Approximately ₹ 2,400.00 million is to be repaid from the Issue proceeds and an agreement for ₹ 779.56 million has already been entered into where the repayment term shall be for 11 years. Our Company proposes to amend the existing arrangement to a five year loan repayment period and put option with our Company.

Annexure to the auditor's report for the Financial Year ended March 31, 2013

- *No internal audit was carried out and accordingly, the auditors were unable to comment on the internal audit system.*

  Our Company has established and maintains adequate internal measures commensurate with the size of our Company and complexity of operations. Comprehensive processes have been established to ensure that all facets of our Company's operations are subjected to scrutiny. In addition to this, our Company has recently appointed an external firm of Chartered Accountants as an internal auditor from the Financial Year 2015 onwards.

- *Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases.*

  Our Company has instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues, ensuring a daily check on payments due, monitoring of the payments made, and periodic training of the accounting staff on the various statutory requirements and due dates applicable to our Company.

- *Disputed service tax outstanding for the Financial Years 2009-10 and 2010-11 was ₹ 43.48 million.*

Our Company has filed an appeal before the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad. Our Company has deposited an amount of ₹ 2.5 million. For further details, see "Litigation – Litigation involving our Company – Litigation filed against our Company – Indirect tax proceedings" on page 516.

Annexure to the auditor's report for the Financial Year ended March 31, 2012

- *No internal audit was carried out and accordingly, the auditors were unable to comment on the internal audit system.*

  Our Company has established and maintains adequate internal measures commensurate with the size of our Company and complexity of operations. Comprehensive processes have been established to ensure that all facets of our Company's operations are subjected to scrutiny. In addition to this, our Company has recently appointed an external firm of Chartered Accountants as an internal auditor from the Financial Year 2015 onwards.

Annexure to the auditor's report for the Financial Year ended March 31, 2011

- *No internal audit was carried out and accordingly, the auditors were unable to comment on the internal audit system.*

  Our Company has established and maintains adequate internal measures commensurate with the size of our Company and complexity of operations. Comprehensive processes have been established to ensure that all facets of our Company's operations are subjected to scrutiny. In addition to this, our Company has recently appointed an external firm of Chartered Accountants as an internal auditor from the Financial Year 2015 onwards.

- *Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there has been delay in deposit of service tax amounting to ₹ 24.20 million, which has been deposited along with interest after significant period of delay.*

  Our Company has instituted a system to address such delays, which includes the tracking of due dates for payment of statutory dues, ensuring a daily check on payments due, monitoring of the payments made, and periodic training of the accounting staff on the various statutory requirements and due dates applicable to our Company.

Emphasis of matter

In addition to the above qualifications, the auditors have also included the following emphasis of matter paragraphs, without qualifying their opinion:

- *For the Financial Year ended March 31, 2013, the auditors have drawn attention to the note relating to amortization of intangible assets on straight line basis.*

  The accumulated amount of amortization under straight line method is higher than the amortization computed in terms of Notification No. GSR 298(E) dated April 17, 2012 issued by the Ministry of Corporate Affairs. Therefore, the accounting policy adopted by our Company was in compliance with applicable laws and guidelines.

  However, considering the current industry practice, method adopted by peer companies in the industry, during the Financial Year ended March 31, 2014, our Company has retrospectively revised the method of amortisation of its toll collection rights from straight line basis to amortisation based on proportion of actual revenue received during the accounting year to the total projected revenue till the end of the concession period, in terms of notification dated April 17, 2012 issued by the Ministry of Corporate Affairs.

- *For the Financial Year ended March 31, 2014, the auditors have drawn attention to the foreclosure of the concession agreement with NHAI by SBTPL, subsidiary of our Company and the fact that the financial statements of the said subsidiary have been prepared on the basis that it is no longer a 'going concern'.*

Up to December 23, 2013, SBTPL was handed over with 65.22% of total land requirement for the project. In addition, a forest diversion proposal and certain environment clearances were also pending. Due to these reasons, SBTPL decided to issue a termination notice to NHAI, which has since been terminated. For further details, see "Risk Factors - We require certain approvals or licenses in the ordinary course of business and the failure to obtain or retain them in a timely manner, or at all, may adversely affect our operations" on page 48. Our Company was in the process of liquidating SBTPL and SBTPL had filed an application dated October 11, 2014 with the RoC for striking off its name under the fast track exit mode. Subsequently, the RoC, through its letter dated March 11, 2015, gave a notice pursuant to Section 560(3) of the Companies Act, 1956 that at the expiration of thirty days from the date of the letter the name of SBTPL would be struck off from the Register and SBTPL would be dissolved, unless cause is shown to the contrary. The RoC, through its letter dated May 12, 2015, gave notice pursuant to sub section (5) of section 560 of the Companies Act, 1956 that the name of SBTPL has been struck off the Register and that SBTPL stands dissolved from the date of the letter.

- *For the Financial Year ended March 31, 2015, the Joint Auditors have drawn attention to the accounting of the CENVAT credit and service tax charge on user fee collected by MBCPNL under the concession agreement. During the aforesaid period, MBCPNL has recorded service tax liability on user services income rendered since commencement of collection of user fees, i.e. April 2013 and have also accounted CENVAT credit of service tax paid on input services / materials availed since Financial Year ended 2010, pending revision of tax returns filed with government authorities.*

  Till June 30, 2014, MBCPNL has not recorded the service tax liability on user fee income as our Company has made the representations in the matter to various excise and customs authorities to seek clarifications/ applicability of the amendment for the purpose of concluding its liability to pay service tax. Our Company also did not account CENVAT credit on input services and materials utilized towards construction of the check posts infrastructure. MBCPNL has now decided to recognize service tax liability of ₹ 107.27 million (on the user fee income earned since April 2013) and also recorded CENVAT credit of ₹ 205.37 million (including ₹ 71.98 million on works contract towards services for construction of building and civil infrastructure) on project input services/materials, as applicable. CENVAT credit of ₹ 16.07 million on services availed during operations of the checkposts since April 2013 was also accounted in books of account. MBCPNL has filed the service tax return with statutory authorities to give effect of above.

FINANCIAL STATEMENTS OF DHULE PALESNER TOLLWAY LIMITED

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF DHULE PALESNER TOLL WAY LIMITED

REPORT ON FINANCIAL STATEMENTS

We have audited the accompanying financial statements of **DHULE PALESNER TOLL WAY LIMITED** which comprise the Balance Sheet as at 31^{st} March 2015, the statement of Profit and Loss and the cash flow statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audit.

We have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder.

We conducted our audit in accordance with the Standards on Auditing specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

OPINION:

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India,

a) in the case of the Balance Sheet, of the state of affairs of the Company as at 31st March 2015,

b) in the case of the Statement of Profit and Loss, of the loss for the year ended on that date; and

c) In case of the Cash flow Statement, of the cash flows for the year ended on that date.

<u>Report on Other Legal and Regulatory Requirements</u>

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

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

   (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

   (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

   (c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account

   (d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

   (e) On the basis of the written representations received from the directors as on 31st March, 2015 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2015 from being appointed as a director in terms of Section 164 (2) of the Act.

   (f) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

      i. The Company has no pending litigations so as to effect its financial position

      ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.

      iii. There were no amounts which were required to be transferred by the Company to the Investor Education and Protection Fund.

For Gianender & Associates
Chartered Accountants
Firm Regn. No. 004661N

Place:
Date: April 27, 2015

Manju Agrawal
Partner
M. No. 083878

Annexure referred to in paragraph 1 under the heading "Report on Other legal and regulatory requirements" of our report on even date

Re: DHULE PALESNER TOLLWAY LIMITED

(i) (a) The Company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets.

(b) The Fixed assets have been physically verified by the management during the year, which in our opinion is reasonable having regard to the size of the Company and the nature of its assets. No material discrepancies were notified on such verification.

(ii) The Company is engaged in the business of operation of toll road on BOT basis, hence the Paragraph 3 (ii) (a), (b) & (c) of the Companies (Auditor's Report) Order 2015 relating to inventory are not applicable.

(iii) According to the information & explanation given to us, the Company has not granted any loans, secured or unsecured, to companies, firms or other parties covered in the register maintained under Section 189 of the Companies Act, 2013. Hence reporting under Para-3 (iii) (a) and (b) of the Companies (Auditor's Report) Order 2013 is not applicable.

(iv) In our opinion, and according to the information and explanations given to us, there are adequate internal control systems commensurate with the size of the Company and nature of its business, of the purchase of fixed assets and for collection of toll. In our opinion, and according to the information and explanations given to us, there is no continuing failure to correct major weaknesses in the internal control system.

(v) According to the information and explanations provided to us, the Company has not accepted any deposits from the public within the meaning of Section 73 or other relevant provisions of the Companies Act 2013 and Companies (Acceptance of Deposit) Rules, 2014.

(vi) We have broadly reviewed books of accounts maintained by the company pursuant to the rules made by the Central Government for the maintenance of cost records under Section 148 (1) of the Companies Act, 2013 and are of the opinion that prima facie, the prescribed accounts and records have been made and maintained.

(vii) (a) According to the information and explanations given to us and on the basis of our examination of the books of account, the Company has been generally regular in depositing undisputed statutory dues including Income tax, wealth tax, service tax, value added tax, cess and other statutory dues during the year with the appropriate authorities. As at 31st March 2015, there are no undisputed statutory dues payable for a period of more than six months from the date they became payable.

(b) According to the information and explanations given to us, there were no statutory dues pending in respect of income-tax, sales-tax, VAT, custom duty and cess on account of any dispute.

(viii) The accumulated losses of the company are more than fifty percent of its net-worth, the company has incurred cash loss during the year as well as in the immediately preceding previous year.

(ix) In our opinion and according to the information and explanations given to us, the Company has not defaulted in repayment of dues to financial institutions or banks. However, there were delays ranging from one to thirty days in payment of interest amount to rupees seventy seven crores. The Company has not issued any debentures.

(x) According to the information and explanation given to us, the Company has not given any guarantee for loans taken by others from bank or financial institutions.

(xi) According to the information and explanations given to us, the loans taken by the Company were applied for the purpose for which the loans were obtained.

(xii) According to the information and explanations given to us by the management which have been relied upon by us, no fraud on or by the Company, noticed or reported during the year.

For Gianender & Associates
Chartered Accountants
Firm Regn. No. 004661N

Place:
Date: April 27, 2015

Manju Agrawal
Partner

Balance Sheet as at 31st March, 2015

Particulars	Note No.	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Equity and liabilities			
Shareholders' funds			
Share capital	3	687,800,000	630,000,000
Reserves and surplus	4	(2,485,460,960)	(2,996,756,970)
		(1,797,660,960)	**(2,366,756,970)**
Non-current liabilities			
Long-term borrowings	5	12,795,644,823	12,618,960,974
Other long term liabilities	6	1,069,144,237	785,990,136
Long-term Provisions	7	153,200,000	
		14,017,989,061	**13,404,951,110**
Current liabilities			
Other current liabilities	8	547,554,312	741,999,479
Short-term provisions	9	20,343,919	1,833,776
		567,898,231	**743,833,255**
TOTAL		**12,788,226,331**	**11,782,027,395**
Assets			
Non-current assets			
Fixed assets	10		
Tangible assets		24,107,283	23,476,913
Intangible assets		12,705,876,278	11,706,570,453
		12,729,983,561	**11,730,047,366**
Long-term loans and advances	11	529,080	943,090
		529,080	**943,090**
Current assets			
Cash and bank balances	12	32,687,260	30,389,941
Short-term loans and advances	13	25,018,540	20,060,334
Other current assets	14	7,890	586,664
		57,713,690	**51,036,939**
TOTAL		**12,788,226,331**	**11,782,027,395**
Significant accounting policies and notes on financial statement	2		

The accompanying notes (Note No. 1 to 29) are an integral part of the financial statements.
As per our report of even date attached
For Gianender & Associates
Chartered Accountants

ICAI Registration No. 04661N

Manju Agrawal
Partner
Membership No. 083878

Place:
Date: April 27, 2015

Nand Kumar Bisure
Manager

Nirav Joshi
Company Secretary

Arjun Dhawan
Director

Nitin Patel
Director

Vasistha Patel
Director

Mahesh Gaikwad
Director

Ravindra Singh
Director

Place: Mumbai
Date: April 27, 2015

Statement of Profit and Loss for the year ended 31st March, 2015

Particulars	Note No.	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Income			
Revenue from operation	15	1,340,235,580	1,115,765,755
Other income	16	751,833	4,653,850
Total revenue		**1,340,987,413**	**1,120,419,605**
Expenses			
Finance costs	17	1,476,470,467	1,402,702,166
Depreciation and amortization expense	18	304,993,379	859,255,599
Other expenses	19	352,811,327	184,496,907
Total Expenses		**2,134,275,173**	**2,446,454,672**
Profit before exceptional and extraordinary items and tax		(793,287,759)	(1,326,035,067)
Exceptional items		1,304,583,769	-
Profit before extraordinary items and tax		511,296,010	(1,326,035,067)
Extraordinary items		-	-
Profit/(loss) before tax		511,296,010	(1,326,035,067)
Tax expenses			
Current tax		-	-
Deferred tax		-	-
Total tax expense		-	-
Profit/(loss) for the period		**511,296,010**	**(1,326,035,067)**
Earnings per Equity share	20		
Basic		**7.97**	**(21.05)**
Significant accounting policies and notes on financial statement	2		

The accompanying notes (Note No. 1 to 29) are an integral part of the financial statements.
As per our report of even date attached
For **Gianender & Associates**

Chartered Accountants
ICAI Registration No. 04661N

Manju Agrawal
Partner
Membership No. 083878

Place: Mumbai
Date: April 27, 2015

Nand Kumar Bisure
Manager

Nirav Joshi
Company Secretary

Arjun Dhawan
Director

Nitin Patel
Director

Vasistha Patel
Director

Ravindra Singh
Director

Mahesh Gaikwad
Director

Place: Mumbai
Date: April 27, 2015

Cash Flow Statement for the year ended 31st March, 2015

Particulars	Note No.	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Cash flow from operating activities			
Profit before tax		511,296,010	(1,326,035,067)
Non-cash adjustment to reconcile profit before tax to net cash flows			
Depreciation/ amortization		304,993,379	859,255,599
Exceptional items			(1,304,583,769)
Interest expense		1,475,794,424	1,401,087,848
Interest income		(310,084)	(2,330,040)
(Profit) / Loss on sale of Investments			(441,749)
Dividend income		-	(1,749,212)
		986,748,210	**930,229,129**
Adjustment for :			
Changes in liabilities		88,708,934	397,183,841
Short term provisions		18,510,143	(29,148,375)
Long term provisions			153,200,000
Changes in loans and advances including long term		(4,544,196)	8,455,595
Other current assets		578,774	(392,787)
Cash generated from /(used in) operations		**1,243,201,865**	**1,306,327,403**
Direct taxes paid (net of refunds)		-	-
Net cash flow from/ (used in) operating activities (A)		**1,243,201,865**	**1,306,327,403**
Cash flows from investing activities			
Addition to fixed assts including CWIP/AUD		(345,804)	(1,080,207,789)
(Purchase) / redemption of investments			17,731,578
(Profit) / Loss on sale of Investments			441,749
Dividend income		-	1,749,212
Interest income		310,084	2,330,040
Net cash flow from/ (used in) investing activities (B)		**406,029**	**(1,058,396,960)**
Cash flows from financing activities			
Issue of equity Shares		57,800,000	-
Proceeds from long-term borrowings (Net)		176,683,849	797,709,356
Interest paid		(1,475,794,424)	(1,138,121,113)
Net cash flow from/ (used in) in financing activities (C)		**(1,241,310,575)**	**(340,411,757)**
Net increase/(decrease) in cash and cash equivalents (A + B + C)		**2,297,319**	**(92,481,314)**
Cash and cash equivalents at the beginning of the period		30,389,941	122,871,255
Cash and cash equivalents at the end of the period		32,687,260	30,389,941
Components of cash and cash equivalents			
Cash on hand		9,343,491	15,956,907
Balances with banks		23,343,769	14,433,034
Total cash and cash equivalents (note 12)		**32,687,260**	**30,389,941**
Significant accounting policies and notes on financial statement	2		
Cash and cash equivalents for the purposes of cash flow statement comprise cash at bank and in hand and short-term investments with an original maturity of three months or less.			

The accompanying notes (Note No. 1 to 29) are an integral part of the financial statements.

As per our report of even date attached

For **Gianender & Associates**

Chartered Accountants
ICAI Registration No. 04661N

Manju Agrawal
Partner
Membership No. 083878

Place: Mumbai
Date: April 27, 2015

Nand Kumar Bisure
Manager

Nirav Joshi
Company Secretary

Arjun Dhawan
Director

Nitin Patel
Director

Vasistha Patel
Director

Mahesh Gaikwad
Director

Ravindra Singh
Director

Place: Mumbai
Date: April 27, 2015

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED AS ON 31ST MARCH 2015

1. Corporate information

Dhule Palesner Tollway Limited was incorporated under the Companies Act, 1956, on 25th March, 2009 as a Special Purpose Vehicle for Design, Engineering, Finance, Construction, Operation & Maintenance of 4 Laning of Maharashtra Border-Dhule section of NH -3 from kms 168.500 to 265.000 in the state of Maharashtra under NHDP Phase III on DBFOT basis awarded by National Highway Authority of India (NHAI).

NHAI has granted concession period of 18 years to the company for the above project, of which 3 years of construction and 15 years of Operations and Maintenance. The Company has executed a Concession Agreement with NHAI on 24th June, 2009. The date of commencement of commercial operation for the project is 23rd January 2012.The company has received the tolling rights for the entire stretch as on 5th September, 2013 except the two lanes of 13 kms held by an existing concessionaire.

The Company is a joint venture among Hindustan Construction Company Limited, HCC Concessions Limited (Formerly, HCC Infrastructure Limited), John Laing Investments Ltd., John Laing Investments Mauritius (No.1) Ltd.,Sadbhav Engineering Ltd. and Sadbhav Infrastructure Project Ltd.

2. Significant accounting policies

(i) Basis of preparation

The financial statements of the company have been prepared in accordance with generally accepted accounting principles in India (Indian GAAP). The company has prepared these financial statements to comply in all material respects with the accounting standards notified under the Companies (Accounting Standards) Rules, 2006, (as amended) and the relevant provisions of the Companies Act, 2013. The financial statements have been prepared on an accrual basis and under the historical cost convention.

The Company operates in the infrastructure business sector which involves huge capital investments. The company's net worth has been eroded. However the loss incurred so far is start up in nature and the management expects that the Company's revenue for the subsequent financial years will be sufficient to meet the expenditure and recoup the losses incurred thereby strengthening the financial position of the company. Accordingly, the financial statements have been prepared ongoing concern basis.

(ii) Use of estimates

The preparation of financial statements in conformity with Indian GAAP requires the management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, at the end of the reporting period. Although these estimates are based on the management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

(iii) Fixed assets

Tangible Assets

Fixed assets are stated at cost less accumulated depreciation / amortization. Cost include purchase price and all other attributable costs of bringing the assets to working condition for intended use.

Intangible Assets

Intangible assets are recognized as per the criteria specified in Accounting Standard (AS) 26 "Intangible Assets" issued by the Institute of Chartered Accountants of India and are amortized as follows :

Carriageways representing toll collection right are obtained in consideration for rendering construction, operation and maintenance services in relation to building and maintenance of the project on Build, Operate and Transfer basis . The Cost of such Carriageways comprises construction cost and other pre-operative costs incurred during the implementation phase.

Pre-operative expenses incurred up to date of commencement of commercial operation are capitalized.

(iv) Depreciation & Amortisation on tangible fixed assets

Deprecaition is charged on Straight Line Method (SLM) {pro rata on additions and deletions of the year} as per schedule II of Companies Act,2013.

In respect of intangible fixed assets amortization of cost has been made on the basis of projected and actual revenue over the concession period as per Companies Act,2013 with effect from 1st AprIl 2014.

(v) Borrowing Cost

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

(vi) Provisions and Contingent Liabilities

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

a) the Company has a present obligation as a result of past event;

b) a probable outflow of resources is expected to settle the obligations, and;

c) the amount of the obligation can be reliably estimated.

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

Contingent liability is disclosed in the case of :

a) a present obligation arising from a past event, when it is not probable that an outflow of resources will happen to settle the obligation

b) a possible obligation, unless the probability of outflow of resources is remote.

Contingent assets are neither recognized nor disclosed.

Provisions and Contingent liabilities are reviewed at each Balance Sheet date.

(vii) Investments

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

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties. If an investment is acquired, or partly acquired, by the issue of shares or other securities, the acquisition cost is the fair value of the securities issued. If an investment is acquired in exchange for another asset, the acquisition is determined by reference to the fair value of the asset given up or by reference to the fair value of the investment acquired, whichever is more clearly evident.

Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value is made to recognize a decline other than temporary in the value of the investments.

On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

(viii) Claims

(a) Claims against the Company are accounted for as and when accepted

(b) Claims by the Company are recognised and accounted for as and when received.

(ix) Commitments

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

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

b) Uncalled liability on shares and other investments partly paid;

c) Funding related commitments to subisdiary,associate and joint venture companies.

(x) Revenue recognition :

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the company and the revenue can be reliably measured. The following specific recognition criteria must also be met before revenue is recognized:

(a) Fee collection from users of the facility are accounted for as and when the amount is due and recovery is certain. Income from sale of smart cards is recognized as and when the amount is received from the users of the cards.

(b) Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate.

(c) Dividend income is recognized when the right to receive is established.

(d) Other items of income are accounted as and when the right to receive arises and recovery thereof is certain.

(xi) Taxes

Tax on income for the year is determined on the basis of taxable income and tax credits computed in accordance with the provisions of Income Tax Act, 1961.

Deferred tax is recognized on timing differences between the accounting income and the taxable income for the year, and quantified using the tax rates and laws enacted to or substantially enacted as on the balance sheet date.

Deferred tax assets are recognized and carried forward to the extent that there is a reasonable certainty that sufficient future taxable income will be available against which such deferred tax asset can be realized.

3 Share Capital

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Authorized share Capital		
72,000,000 (31 March 2014: 72,000,000) equity shares of ₹ 10/- each	720,000,000	720,000,000
	720,000,000	**720,000,000**
Issued, subscribed and fully paid-up share		
68,780,000 (31 March 2014: 63,000,000) equity shares of ₹ 10/- each.	687,800,000	630,000,000
Total issued, subscribed and fully paid-up share capital	**687,800,000**	**630,000,000**

(i) Reconciliation of the shares outstanding at the beginning and at the end of the reporting period

Equity shares

Particulars	**As at 31st Mar 2015**		**As at 31st Mar 2014**	
	Nos	**₹**	**Nos**	**₹**
At the beginning of the period	63,000,000	630,000,000	63,000,000	630,000,000
Issued during the period – Issue of Shares	5,780,000	57,800,000	-	-
Outstanding at the end	**68,780,000**	**687,800,000**	**63,000,000**	**630,000,000**

of the period				

(ii) Terms/ rights attached to equity shares

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

During the period ended 31st Mar,2015, the amount of per share dividend recognized as distributions to equity shareholders is ₹ Nil (31 March 2014: ₹ Nil).

In the event of liquidation of the company, the holders of equity shares will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders.

(iii) Shares held by holding/ ultimate holding company and/ or their subsidiaries/ associates

Out of equity shares issued by the company, shares held by its holding company, ultimate holding company and their subsidiaries/ associates are as below: **Nil**

(iv) Aggregate number of bonus shares issued, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding the reporting date: Nil

(vi) Details of shareholders holding more than 5% shares in the company

	As at 31st Mar 2015		**As at 31st Mar 2014**	
	Nos	**% holding**	**Nos**	**% holding**
Equity shares of ₹.10 each fully paid				
Hindustan Construction Company Limited	17,882,800	26%	16,380,000	26%
HCC Concessions Limited and its Nominees	8,895,200	13%	6,930,000	11%
John Laing Investments Ltd.	16,380,000	24%	16,380,000	26%
John Laing Investments Mauritius (No.1) Ltd.	6,300,000	9%	6,300,000	10%
Sadbhav Engineering Ltd	17,882,800	26%	16,380,000	26%
Sadbhav Infrastructure Project Ltd. and its Nominees	1,439,200	2%	630,000	1%

(vii) Shares reserved for issue under options - Nil

4. Reserves and surplus

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Surplus/ (deficit) in the statement of profit and loss		
Balance as per last financial statements	(2,996,756,970)	(1,670,721,903)
Profit / (Loss) for the period	511,296,010	(1,326,035,067)
Net surplus / (deficit) in the statement of profit and loss	**(2,485,460,960)**	**(2,996,756,970)**
Total reserves and surplus	**(2,485,460,960)**	**(2,996,756,970)**

5. Long-term borrowings

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Term Loans -Secured		
Term loans from Banks	8,912,013,334	8,785,516,017
Term loans from Others	1,132,599,740	1,116,516,207
	10,044,613,073	**9,902,032,224**

“Above loans taken under Common Loan Agreement are secured by way of pari-passu first charge on all assets both present and future, excluding the project assets as defined in the Concession Agreement & pledge of 30.23% shareholding of the promoters in the Company.

Terms of Repayment : Repayable in 46 consecutive quarterly installments commencing from 30th Sept -2013 to 31 Mar 2025 ranging from ₹ 8,875,000/- to ₹ 650,000,000/- on the repayment dates and in the percentages as mentioned in the amortization schedule as set forth in Schedule V of the Common Loan Agreement executed on 18th December,2009. Current rate of Interest is 11.65% pa.

The land is under lien by way of mortgage to SBICap Trustee Company Limited.

Current maturities of above loans are shown under Note No 7.

“There is no continuing default in repayment of Term Loans & Interest thereon as on the balance sheet date.

However, during the year there were delays ranging from 0 to 30 days in payment of interest totalling to ₹ 77 crores”

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Unsecured subordinate debt from related parties		
HCC Concessions Limited	1,627,031,750	1,592,928,750
Sadbhav infrastructure Projects Limited	1,124,000,000	1,124,000,000
Subordinate loans carry interest @11% pa.	**2,751,031,750**	**2,716,928,750**
	12,795,644,823	**12,618,960,974**

6. Other long term liabilities

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Interest accrued but not due on unsecured loan	1,069,144,237	785,990,136
		-
	1,069,144,237	**785,990,136**

7. Long Term Provisions

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Provision for Major Maintenance	153,200,000	-
	153,200,000	**-**

8. Other current liabilities

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Current maturities of long term loans (refer Note No 5)	159,750,000	115,374,632
Interest accrued and due	102,907,425	38,114,012
Others Payable	284,896,887	588,510,835
	547,554,312	**741,999,479**

* Includes payable due to related PartyHindustan Construction Company ₹ 152,882,997/-

9.. Short term provisions

	As at 31st Mar 2015 ₹	**As at 31st Mar 2014 ₹**
Provisions for Others (for expenses) *	20,343,919	1,833,776
	20,343,919	**1,833,776**

* Includes Toll Plaza Expenses Shirpur & Songir

10 Fixed Assets

Particulars	Gross Block				Accumulated Depreciation					Net Carrying Value	
	As at 1st April, 2014	Additions/ (Disposals)	Revaluations/ (Impairments)	As at 31 st Mar, 2015	As at 1st April, 2014	Adjustment #	Adjustment #	Charge for the period	As at 31 st Mar, 2015	As at 31st Mar, 2015	As at 31st March, 2014
Tangible Assets											
Land	9,720,500	-	-	**9,720,500**	-			-	-	9,720,500	9,720,500
Vehicles	22,892,532	-	-	**22,892,532**	10,576,116	-	(4,460,988)	2,869,408	8,984,536	13,907,996	12,316,416
Computers	1,851,694	178,225	-	**2,029,919**	1,222,238		98,467	652,567	1,973,273	56,646	629,455
Office Equipments	1,064,964	167,579	-	**1,232,543**	254,422		155,771	400,209	810,402	422,141	810,542
Sub Total	**35,529,690**	**345,804**	**-**	**35,875,494**	**12,052,776**	**-**	**(4,206,750)**	**3,922,185**	**11,768,211**	**24,107,283**	**23,476,913**
Intangible assets											
Toll collection Rights	13,438,645,356	-	-	13,438,645,356	1,732,074,903	-	(1,300,377,019)	301,071,195	732,769,078	12,705,876,277	11,706,570,453
Sub Total	**13,438,645,356**	**-**	**-**	**13,438,645,356**	**1,732,074,903**	**-**	**(1,300,377,019)**	**301,071,195**	**732,769,078**	**12,705,876,277**	**11,706,570,453**
Intangible assets under development (for developed section)	-	-	-	-	-			-	-	-	-
Total	**13,474,175,045**	**345,804**	**-**	**13,474,520,849**	**1,744,127,679**	**-**	**(1,304,583,769)**	**304,993,379**	**744,537,289**	**12,729,983,560**	**11,730,047,366**
Previous Year	*12,393,967,256*	*1,080,207,789*		*13,474,175,045*	*884,872,080*			*859,255,599*	*1,744,127,679*	*11,730,047,366*	*11,509,095,176*

Note

Depreciation on assets has been reworked as prescribed in Schedule-II of the Companies Act 2013, for the period ended on 31st March 2015 and effect thereof has been accounted to the Statement of Profit and Loss.Change in method of depreciation has resulted in decrease of Depreciation Expense by ₹ 1,304,583,769/- and also increase in Fixed Assets by ₹1,304,583,769/-

11. **Long term loans and advances**

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Unsecured, Considered good		
Security Deposits	529,080	943,090
	529,080	**943,090**

12. **Cash and bank balances**

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Cash and cash equivalents		
Balances with banks	23,343,769	14,433,034
Cash on hand	9,343,491	15,956,907
	32,687,260	**30,389,941**

13. **Short term loans and advances**

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Unsecured, Considered good		
Others short term loans and advances *	25,018,540	20,060,334
(* Incl Advances to Vendors ₹ 40,91,762/-)	**25,018,540**	**20,060,334**

14. **Other current assets**

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Other Assets	7,890	586,664
	7,890	**586,664**

15. **Revenue from operations**

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Toll Revenue	1,340,235,580	1,115,765,755
	1,340,235,580	**1,115,765,755**

16. **Other income**

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Interest Income	310,084	2,330,040
Dividend Income	-	1,749,212
Other Income	441,749	574,599
	751,833	**4,653,851**

17. **Finance costs**

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Interest expenses	1,475,794,424	1,401,087,848
Others Borrowing costs	676,043	1,614,318
	1,476,470,467	**1,402,702,166**

18. Depreciation and amortization expense

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Depreciation Expenses	3,922,185	8,437,287
Amortization Expenses	301,071,195	850,818,312
	304,993,379	**859,255,599**

19. Other expenses

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
Payment to auditor (refer footnote - 1)	308,990	292,136
Legal, Professional & Consultancy Fees (incl of SPv Mgt Fees)	34,124,313	32,347,245
Travelling /Conveyance	4,953,303	4,654,920
Common Service Charges	16,100,589	17,655,059
Communication Expenses	538,217	522,430
Printing & Stationery	681,758	850,603
Rates & Taxes	204,928	110,157
Repair and Maintenance	23,179,051	25,373,238
Electricity Charges	14,124,650	15,198,116
Rent	95,166	85,150
Insurance Charges	9,261,287	10,194,158
Security Services	11,016,078	8,201,589
O&M Expenses	78,561,946	62,600,471
Major Maintenance Exp	153,200,000	-
Other Expenses	6,461,052	6,411,636
	352,811,327	**184,496,907**

Footnote - 1 - Payment to Auditor

	Year ended 31st March 2015 ₹	Year ended 31st March 2014 ₹
As auditor:		
Audit fee	225,000	200,000
Tax audit fee	50,000	25,000
In other capacity:		
Other services (certification fees)	302,249	35,000
	577,249	**260,000**
Add: Service Tax	71,348	32,136
	648,597	**292,136**

20. Earnings per share (EPS)

The following reflects the profit and share data used in the basic EPS (Diluted not applicable) computations:

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
Net profit/ (loss) for calculation of basic EPS	511,296,010	(1,326,035,067)
Number of equity shares in calculating basic EPS	68,780,000	63,000,000
Basic EPS	7.97	(21.05)

21. Segment reporting

The Company being engaged in design, operation, development and maintenance of Road on build, Operate and Transfer (BOT) basis, does not have more than one segment reportable. Further, the Company is carrying its business only in one geographical segment.

22. Employee benefits

Company has no employees on its payroll during the year.

23. Provisions for Deferred Tax

The Company does not have taxable income and hence no provision for current tax has been made. The Company is eligible for deduction under Section 80- IA of the Income Tax Act, 1961 and the concession period of the Company's project falls within the tax holiday period as defined in Section 80-IA. Since deferred tax on timing differences between Accounting income and Taxable income that arise during the year is reversing during such tax holiday period, no deferred tax asset or liability arises and accordingly no provision is made in the accounts.

24. Related Party Transactions

A. <u>Name of Related Party with which the Company has transactions during the period ended and Nature of Relationship</u>

Hindustan Construction Company Limited	Joint venturer
HCC Concessions Limited	Joint venturer
John Laing Investments Ltd.	Joint venturer
John Laing Investments Mauritius (No.1) Ltd.	Joint venturer
Sadbhav Engineering Ltd.	Joint venturer
Sadbhav Infrastructure Project Ltd.	Joint venture
Key Management Personnel	Mr Arjun Dhawan - Director
	Mr Nitin Patel - Director
	Mr Vasistha Patel - Director
	Mr Ravindra Singh - Director

B. <u>Transactions with Related Parties</u>

Nature of Transaction	Hindustan Construction Company Limited	HCC Concessions Limited	John Laing Investments Limited	John Laing Investment Mauritius (No 1) Limited
Subscription of Equity	**178,828,000**	**88,952,000**	**163,800,000**	**63,000,000**
	(163,800,000)	(69,300,000)	(163,800,000)	(63,000,000)
Unsecured Loan Outstanding	-	**1,627,031,750**	-	-
	-	(1,592,928,750)	-	-
Unsecured Loan Recived during the year		**537,550,000**		
		(136,413,750)		
Outstanding due to/ (from) incl of Retention	**152,882,998**		**100**	-
	(408,593,886)	(647,908)	(100)	-
Outstanding Recievables		**908,408**		
		-		
Current Liability outstanding	-	-	-	**1,348,320**
	-	-	-	(1,348,320)
Sub contracting expenses incurred EPC		-	-	-
	(648,004,972)	-	-	-
Expenses Incurred SPV Management Fees	-	**17,528,160**	-	**1,348,320**
	-	(17,528,160)	-	**(1,348,320)**

Nature of Transaction	Hindustan Construction Company Limited	HCC Concessions Limited	John Laing Investments Limited	John Laing Investment Mauritius (No 1) Limited
O& M Charges				
Expenses Incurred Common Service Charge (Reimbursement of Expenses)		**7,410,935**		
		(9,056,242)		
IT services				
Interest Accrued but not due on Subordinate Debt		**649,632,794**		
		(477,285,635)		
Interest expense on Unsecured loan incurred during the period (ROI @ 11% on Unsecured Loan)	-	**176,830,177**		
	-	(157,186,111)	-	-

(Figures in brackets represents previous year figures)

25. Contingent liabilities and commitments

	As at 31st Mar 2015 ₹	As at 31st Mar 2014 ₹
i) Contingent liability		
Income tax demand (AY 2010-11)	2,202,500	2,202,500
ii) Commitments		
Capital commitments	520,000,000	520,000,000
Other commitments	Nil	Nil

26. Foreign Currency Transactions

	As at 31st Mar 2015	As at 31st Mar 2014
	₹	₹
a) CIF value of Imports	Nil	Nil
b) Expenses in foreign currency	Nil	Nil
c) Earning in foreign currency	Nil	Nil

27. Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

There have been no claimed transactions during the year with Micro, Small & Medium Enterprises covered under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Hence, reporting details of Principal and Interest does not arise.

28. Previous years figures

Figures for the previous year have been regrouped/ reclassified wherever necessary.

29 Note No 1 to 29 are an integral part of the financial statements

The accompanying notes (Note No. 1 to 29) are an integral part of the financial statements.

As per our report of even date attached
For **Gianender & Associates**

Chartered Accountants
ICAI Registration No. 04661N

Arjun Dhawan
Director

Nitin Patel
Director

Vasistha Patel
Director

Manju Agrawal
Partner
Membership No. 083878

Place: Mumbai
Date: April 27, 2015

Nand Kumar Bisure
Manager

Nirav Joshi
Company Secretary

Mahesh Gaikwad
Director

Ravindra Singh
Director

Place: Mumbai
Date: April 27, 2015

INDEPENDENT AUDITORS' REPORT

TO THE MEMBERS OF DHULE PALESNER TOLLWAY LIMTED

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of **DHULE PALESNER TOLLWAY LIMTED,** which comprise the Balance Sheet as at 31st March 2014, the statement of Profit and Loss and the cash flow statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the company in accordance with accounting standards notified under the Companies Act, 1956 read with the general circular 15/2013 dated 13th September 2013 of the Ministry of Corporate Affairs in respect of section 133 of the Companies Act, 2013. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

OPINION:

In our opinion and to the best of our information and according to the explanations given to us, the financial statements give the information required by the Companies Act 1956 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

a) in the case of the Balance Sheet, of the state of affairs of the Company as at 31st March 2014,

b) in the case of the Statement of Profit and Loss, of the loss for the year ended on that date; and

c) in case of the Cash flow Statement, of the cash flows for the year ended on that date.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

1. As required by the Companies (Auditor's Report) Order, 2003 (as amended) ("the Order") issued by the Central Government of India in terms of sub-section (4A) of section 227 of the Act, we enclose in the Annexure a statement on the matters specified in paragraphs 4 of the Order.

2. As required by section 227(3) of the Act, we report that :

   a) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

b) In our opinion, proper books of account as required by law have been kept by the company so far as appears from our examination of those books.

c) The Balance Sheet, Statement of Profit and Loss and Cash Flow Statement dealt with by this report are in agreement with the books of account.

d) In our opinion, the Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement comply with the Accounting Standards notified under the Companies Act, 1956 read with the general circular 15/2013 dated 13th September 2013 of the Ministry of Corporate Affairs in respect of section 133 of the Companies Act, 2013.

e) On the basis of written representations received from the directors as on 31st March 2014, and taken on record by the Board of Directors, none of the director is disqualified as on 31st March 2014, from being appointed as a director in terms of Para (g) of sub-section (1) of section 274 of the Companies Act, 1956.

For Gianender & Associates
Chartered Accountants
Firm Regn. No. 004661N

Place:New Delhi

Partner: Manju Agrawal
M. NO. 083878
Date: April 29, 2014

Annexure referred to in paragraph 1 under the heading "Report on Other legal and regulatory requirements" of our report on even date

Re: **DHULE PALESNER TOLLWAY LIMTED**

(i) (a) The Company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets.

(b) We are informed that the management of the Company has physically verified during the year all its fixed assets and no material discrepancies were noticed on such verification.

(c) The Company has not disposed of its fixed assets so as to affect the going concern status.

(ii) The Company is engaged in the business of operation of toll road and maintenance and hence the Para 4 (ii) (a), (b) & (c) of the Companies (Auditor's Report) Order 2003 relating to inventory are not applicable.

(iii) According to the information & explanation given to us, the Company has not granted or taken any loans, secured or unsecured, to / from companies, firms or other parties covered in the register maintained under Section 301 of the Companies Act, 1956. Hence reporting under Para-4 (iii) (b) to (g) of the Companies (Auditor's Report) Order 2003 does not arise.

(iv) In our opinion and according to the information and explanations given to us, there is an adequate internal control system commensurate with the size of the company and the nature of its business for purchase of fixed assets and for toll collection. During the course of our audit, we have not observed any major weakness in internal control system. Further, the provision of Paragraph 4(iv) with respect to sale of goods and purchase of inventory are not applicable to the company.

(v) Based on our verification and according to the information and explanations provided by management, there are no transactions that need to be entered into the register in pursuance of Section 301 of the Companies Act, 1956 and hence reporting under Para 4 (v)(b) of the Companies (Auditor's Report) Order 2003 does not arise .

(vi) According to the information and explanations provided to us, the Company has not accepted deposits from the public within the meaning of Section 58A, 58AA or any other relevant provisions of the Companies Act 1956. Hence Para 4 (vi) of the Companies (Auditor's Report) Order 2003 is not applicable to the Company.

(vii) In our Opinion, the Company has an internal audit system commensurate with its size and nature of business.

(viii) We have broadly reviewed the books of account maintained by the company pursuant to the Rules made by the Central Government for the maintenance of cost records under section 209(1)(d) of the Companies Act,1956 and are of the opinion that prima facie, the prescribed accounts and records have been made and maintained.

(ix) (a) The company is generally regular in depositing all undisputed statutory dues relating to Income tax deducted at source, service tax and value added tax. We are informed that the provision of Provident Fund, Investor Education Protection Fund, Employee's State Insurance, Wealth Tax, Custom duty, Excise Duty, Cess is not applicable to the Company. As per records produced before us, there are no undisputed dues which were outstanding as on 31st March, 2014 for a period over six month from the date of same become payable.

(b) According to information and explanation given to us, there are no statutory dues pending in respect of income-tax, sales tax, Value Added Tax, service tax, custom duty, wealth tax, excise duty and cess on account of any dispute.

(x) The Company has accumulated losses which are more than fifty percent of the net worth of the company. Moreover the company has incurred cash losses during the year as well as in the immediately preceding financial year.

(xi) In our opinion and according to the information and explanations given to us, the Company has not defaulted in repayment of dues to financial institution or bank.

(xii) Based on our examination of the records and the information and explanations given to us, the Company has not granted any loans and advances on the basis of security by way of pledge of shares, debentures and other securities.

(xiii) In our opinion, the Company is not a chit fund / nidhi / mutual benefit fund / society. Therefore, the provisions of Para 4 (xiii) of the Companies (Auditor's Report) Order, 2003 are not applicable to the Company.

(xiv) In our opinion and according to the information and explanations given to us, the Company is not dealing or trading in shares, securities, debentures. However, the surplus funds have been invested in mutual funds. Proper records have been maintained for the transactions and contracts for the investment in mutual funds and are updated on a timely basis. The investments have been held by the Company in its own name.

(xv) According to the information and explanations given to us, the company has not given any guarantee for loans taken by others from bank or financial institutions.

(xvi) According to the information and explanations given to us, and on the basis of books and records examined by us in the normal course of audit and to the best of our knowledge and belief, we report that the term loan have been utilized for the purposes for which the loan were obtained.

(xvii) According to the information and explanation given to us, the Company has not raised funds on short term basis. Hence, the provisions of Paragraph 4 (xvii) of the Companies (Auditor's Report) Order 2003 are not applicable to the Company.

(xviii) Based on the audit procedures performed and the information and explanations given to us by the management, the Company has not made preferential allotment of shares to parties and companies covered in the register maintained under Section 301 of the Companies Act, 1956, during the year.

(xix) According to the information and explanations given to us, the Company has not issued debentures during the year. Accordingly, no security or charge needs to be created.

(xx) According to the information and explanations given to us, the Company has not raised any money by way of public issue during the year.

(xxi) To the best of our knowledge and belief and according to the information and explanations given to us, we report that no fraud on or by the Company has been noticed or reported during the year.

For Gianender & Associates
Chartered Accountants
Firm Regn. No. 004661N

Place:New Delhi

Partner: Manju Agrawal
M. NO. 083878
Date: April 29, 2014

Dhule Palesner Tollway Limited

Balance sheet as at 31st March, 2014

Particulars	Note No.	31-Mar-2014 ₹	31-Mar-2013 ₹
Equity and liabilities			
Shareholders' funds			
Share capital	3	63,00,00,000	63,00,00,000
Reserves and surplus	4	(2,99,67,56,970)	(1,67,07,21,903)
		(2,36,67,56,970)	**(1,04,07,21,903)**
Non-current liabilities			
Long-term borrowings	5	12,61,89,60,974	11,82,12,51,618
Other long term liabilities	6	78,59,90,136	52,30,23,401
		13,40,49,51,110	**12,34,42,75,019**
Current liabilities			
Other current liabilities	7	74,19,99,479	34,48,15,638
Short-term provisions	8	18,33,776	3,09,82,150
		74,38,33,255	**37,57,97,788**
TOTAL		**11,78,20,27,395**	**11,67,93,50,905**
Assets			
Non-current assets			
Fixed assets	9		
Tangible assets		2,34,76,913	3,17,14,699
Intangible assets		11,70,65,70,453	11,47,73,80,477
		11,73,00,47,366	**11,50,90,95,176**
Long-term loans and advances	10	9,43,090	6,53,650
		9,43,090	**6,53,650**
Current assets			
Current investments	11	-	1,77,31,578
Cash and bank balances	12	3,03,89,941	12,28,71,255
Short-term loans and advances	13	2,00,60,334	2,88,05,369
Other current assets	14	5,86,664	1,93,877
		5,10,36,939	**16,96,02,079**
TOTAL		**11,78,20,27,395**	**11,67,93,50,905**
Summary of significant accounting policies	2.1		

The accompanying notes (Note No. 1 to 29) form an integral part of the financial statements.

As per our report of even date attached

For **Gianender & Associates**
Chartered Accountants
ICAI Registration No. 04661N

Arjun Dhawan
Director

Nitin Patel
Director

Nand Kumar Bisure
Manager

Manju Agrawal
Partner
Membership No. 083878

Vasistha Patel
Director

Nirav Joshi
Company Secretary

Ravindra Singh
Director

Mahesh Gaikwad
Director

Place: Mumbai
Date: 29th April, 2014

Place: Mumbai
Date: 29th April, 2014

Dhule Palesner Tollway Limited

Statement of Profit and Loss for the year ended on 31st March,2014

Particulars	Note No.	31-Mar-2014 ₹	31-Mar-2013 ₹
Income			
Revenue from operation	15	1,11,57,65,755	76,62,79,703
Other income	16	46,53,850	1,58,66,018
Total revenue		**1,12,04,19,605**	**78,21,45,721**
Expenses			
Finance costs	17	1,40,27,02,166	1,33,17,23,467
Depreciation and amortization expense	18	85,92,55,599	80,11,29,533
Other expenses	19	18,44,96,907	17,18,53,125
Total Expenses		**2,44,64,54,672**	**2,30,47,06,125**
Profit before exceptional and extraordinary items and tax		(1,32,60,35,067)	(1,52,25,60,404)
Exceptional items		-	-
Profit before extraordinary items and tax		(1,32,60,35,067)	(1,52,25,60,404)
Extraordinary items		-	-
Profit/(loss) before tax		(1,32,60,35,067)	(1,52,25,60,404)
Tax expenses			
Current tax		-	-
Deferred tax		-	-
Total tax expense		-	-
Profit/(loss) for the year		**(1,32,60,35,067)**	**(1,52,25,60,404)**
Earnings per Equity share	**20**		
Basic & Diluted		**(21)**	**(30)**
Summary of significant accounting policies	**2.1**		

The accompanying notes (Note No. 1 to 29) form an integral part of the financial statements.

As per our report of even date attached

For **Gianender & Associates**
Chartered Accountants
ICAI Registration No. 04661N

Manju Agrawal
Partner
Membership No. 083878

Nand Kumar Bisure
Manager

Nirav Joshi
Company Secretary

Arjun Dhawan
Director

Nitin Patel
Director

Vasistha Patel
Director

Ravindra Singh
Director

Mahesh Gaikwad
Director

Place: Mumbai
Date: 29th April, 2014

Place: Mumbai
Date: 29th April, 2014

Dhule Palesner Tollway Limited

Cash Flow Statement for the year ended on 31st March 2014

Particulars	Note No.	31-Mar-2014 ₹	31-Mar-2013 ₹
Cash flow from operating activities			
Profit before tax		(1,32,60,35,067)	(1,52,25,60,404)
Non-cash adjustment to reconcile profit before tax to net cash flows			
Depreciation/ amortization		85,92,55,599	80,11,29,533
Interest expense		1,40,10,87,848	1,02,82,91,158
Interest income		(23,30,040)	-
Dividend income		(17,49,212)	(1,58,66,018)
		93,02,29,129	**29,09,94,269**
Adjustment for :			
Changes in liabilities		39,71,83,841	(76,20,66,735)
Short term provisions		(2,91,48,375)	16,05,781
Changes in loans and advances including long term		84,55,595	(1,23,65,645)
Other current assets		(3,92,787)	18,03,031
Cash generated from /(used in) operations		**1,30,63,27,403**	**(48,00,29,299)**
Direct taxes paid (net of refunds)		-	-
Net cash flow from/ (used in) operating activities (A)		**1,30,63,27,403**	**(48,00,29,299)**
Cash flows from investing activities			
Addition to fixed assts including CWIP/AUD		(1,08,02,07,789)	(42,18,08,657)
(Purchase) / redemption of investments		1,77,31,578	12,21,58,964
Dividend income		17,49,212	1,58,66,018
Interest income		23,30,040	-
Net cash flow from/ (used in) investing activities (B)		**(1,05,83,96,960)**	**(28,37,83,675)**
Cash flows from financing activities			
Issue of equity Shares		-	17,85,00,000
Share application money received		-	(50,00,000)
Proceeds from long-term borrowings (Net)		79,77,09,356	1,72,86,48,094
Interest paid		(1,13,81,21,113)	(1,02,82,91,158)
Net cash flow from/ (used in) in financing activities (C)		**(34,04,11,757)**	**87,38,56,936**
Net increase/(decrease) in cash and cash equivalents (A + B + C)		**(9,24,81,313)**	**11,00,43,963**
Cash and cash equivalents at the beginning of the year		12,28,71,255	1,28,27,291
Cash and cash equivalents at the end of the year		3,03,89,941	12,28,71,255
Components of cash and cash equivalents			
Cash on hand		1,59,56,907	84,11,500
Balances with banks		1,44,33,034	11,44,59,755
Total cash and cash equivalents (note 12)		**3,03,89,941**	**12,28,71,255**
Summary of significant accounting policies	2.1		

Cash and cash equivalents for the purposes of cash flow statement comprise cash at bank and in hand and short-term investments with an original maturity of three months or less.

As per our report of even date attached

For **Gianender & Associates**
Chartered Accountants
ICAI Registration No. 04661N

Arjun Dhawan
Director

Nitin Patel
Director

Nand Kumar Bisure
Manager

Vasistha Patel

Manju Agrawal
Partner
Membership No. 083878

Director

Nirav Joshi
Company Secretary

Ravindra Singh
Director

Mahesh Gaikwad
Director

Place: Mumbai
Date: 29th April 2014

Place: Mumbai
Date: 29th April, 2014

Dhule Palesner Tollway Limited

Notes to financial statements for the year ended on 31st March, 2014

1. Corporate information

Dhule Palesner Tollway Limited was incorporated under the Companies Act, 1956, on 25th March, 2009 as a Special Purpose Vehicle for Design, Engineering, Finance, Construction, Operation & Maintenance of 4 Laning of Maharashtra Border-Dhule section of NH -3 from kms 168.500 to 265.000 in the state of Maharashtra under NHDP Phase III on DBFOT basis awarded by National Highway Authority of India (NHAI).

NHAI has granted concession period of 18 years to the company for the above project, of which 3 years of construction and 15 years of Operations and Maintenance. The Company has executed a Concession Agreement with NHAI on 24th June, 2009. The date of commencement of commercial operation for the project is 23rd January 2012.The company has received the tolling rights for the entire stretch as on 5th September,2013 except the two lanes of 13 kms held by an existing concessionaire.

The Company is a joint venture among Hindustan Construction Company Limited, HCC Concessions Limited (Formerly, HCC Infrastructure Limited), John Laing Investments Ltd., John Laing Investments Mauritius (No.1) Ltd.,Sadbhav Engineering Ltd. and Sadbhav Infrastructure Project Ltd.

2. Basis of preparation

The financial statements of the company have been prepared in accordance with generally accepted accounting principles in India (Indian GAAP). The company has prepared these financial statements to comply in all material respects with the accounting standards notified under the Companies (Accounting Standards) Rules, 2006, (as amended) and the relevant provisions of the Companies Act, 1956. The financial statements have been prepared on an accrual basis and under the historical cost convention.

2.1 Summary of significant accounting policies

(i) Use of estimates

The preparation of financial statements in conformity with Indian GAAP requires the management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, at the end of the reporting period. Although these estimates are based on the management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

ii) Fixed assets

Tangible Assets

Fixed assets are stated at cost less accumulated depreciation / amortization. Cost include purchase price and all other attributable costs of bringing the assets to working condition for intended use.

Intangible Assets

Intangible assets are recognized as per the criteria specified in Accounting Standard (AS) 26 "Intangible Assets" issued by the Institute of Chartered Accountants of India and are amortized as follows :

Carriageways representing toll collection right are obtained in consideration for rendering construction, operation and maintenance services in relation to building and maintenance of the project on Build, Operate and Transfer basis . The Cost of such Carriageways comprises construction cost and other pre-operative costs incurred during the implementation phase.

Pre-operative expenses incurred up to date of commencement of commercial operation are capitalized.

iii) <u>Depreciation :-</u>

on tangible fixed assets

Depreciation on fixed assets is calculated on a written down basis using the rates prescribed under the Schedule XIV to the Companies Act, 1956.

on intangible fixed assets

As per para 63 of Accounting Standard-26 "Intangible Assets", presently the Company amortizes the Toll Collection rights ("TCR"), on a Straight line basis (SLM) over the concession period. The amortization computed above, is higher than amortization computed in terms of the Notification no. G.S.R. 298(E) dated April 17, 2012 issued by the Ministry of Corporate Affairs (on amortization of Intangible assets created under Build Operate and Transfer, Build, Own, Operate and Transfer and other forms of Public Private Partnership Route). Accordingly the Company has amortized the Toll Collection Rights on a straight line basis over the Concession period.

iv) Borrowing Cost

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

v) Provisions and Contingent Liabilities

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

a) the Company has a present obligation as a result of past event;

b) a probable outflow of resources is expected to settle the obligations, and;

c) the amount of the obligation can be reliably estimated.

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

Contingent liability is disclosed in the case of :

a) a present obligation arising from a past event, when it is not probable that an outflow of resources will happen to settle the obligation

b) a possible obligation, unless the probability of outflow of resources is remote.

Contingent assets are neither recognized nor disclosed.

Provisions and Contingent liabilities are reviewed at each Balance Sheet date.

vi) Investments

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

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties. If an investment is acquired, or partly acquired, by the issue of shares or other securities, the acquisition cost is the fair value of the securities issued. If an investment is acquired in exchange for another asset, the acquisition is determined by reference to the fair value of the asset given up or by reference to the fair value of the investment acquired, whichever is more clearly evident.

Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value is made to recognize a decline other than temporary in the value of the investments.

On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

vii) Revenue recognition :

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the company and the revenue can be reliably measured. The following specific recognition criteria must also be met before revenue is recognized:

a) Fee collection from users of the facility are accounted for as and when the amount is due and recovery is certain. Income from sale of smart cards is recognized as and when the amount is received from the users of the cards.

b) Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate.

c) Dividend income is recognized when the right to receive is established.

d) Other items of income are accounted as and when the right to receive arises.

viii) Taxes

Tax on income for the year is determined on the basis of taxable income and tax credits computed in accordance with the provisions of Income Tax Act, 1961.

Deferred tax is recognized on timing differences between the accounting income and the taxable income for the year, and quantified using the tax rates and laws enacted to or substantially enacted as on the balance sheet date.

Deferred tax assets are recognized and carried forward to the extent that there is a reasonable certainty that sufficient future taxable income will be available against which such deferred tax asset can be realized.

3 Share Capital

	31-Mar-2014	31-Mar-2013
	₹	₹
Authorized share Capital		
72,000,000 (31 March 2013: 72,000,000) equity shares of ₹10/- each	72,00,00,000	72,00,00,000
	72,00,00,000	72,00,00,000
Issued, subscribed and fully paid-up share		
63,000,000 (31 March 2013: 63,000,000) equity shares of ₹10/- each.	63,00,00,000	63,00,00,000
Total issued, subscribed and fully paid-up share capital	63,00,00,000	45,15,00,000

(i) Reconciliation of the shares outstanding at the beginning and at the end of the reporting period

Equity shares

Particulars	31-Mar-14		31-Mar-13	
	Nos	₹	Nos	₹
At the beginning of the period	6,30,00,000	63,00,00,000	4,51,50,000	45,15,00,000
Issued during the period – Issue of Shares	-	-	1,78,50,000	17,85,00,000
Outstanding at the end of the period	**6,30,00,000**	**63,00,00,000**	**6,30,00,000**	**63,00,00,000**

(ii) Terms/ rights attached to equity shares

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

During the year ended 31st March, 2014, the amount of per share dividend recognized as distributions to equity shareholders is ₹Nil (31 March 2013: ₹Nil).

In the event of liquidation of the company, the holders of equity shares will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders.

(iii) Shares held by holding/ ultimate holding company and/ or their subsidiaries/ associates

Out of equity shares issued by the company, shares held by its holding company, ultimate holding company and their subsidiaries/ associates are as below: **Nil**

(iv) Aggregate number of bonus shares issued, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding the reporting date: Nil

(vi) Details of shareholders holding more than 5% shares in the company

	31-Mar-14		31-Mar-13	
	Nos	% holding	Nos	% holding
Equity shares of ₹ 10 each fully paid				
Hindustan Construction Company Limited	1,63,80,000	26%	1,63,80,000	26%
HCC Concessions Limited and its Nominees	69,30,000	11%	69,30,000	11%
John Laing Investments Ltd.	1,63,80,000	26%	1,63,80,000	26%
John Laing Investments Mauritius (No.1) Ltd.	63,00,000	10%	63,00,000	10%
Sadbhav Engineering Ltd	1,63,80,000	26%	1,63,80,000	26%
Sadbhav Infrastructure Project Ltd. and its Nominees	6,30,000	1%	6,30,000	1%

(vii) Shares reserved for issue under options - Nil

4. Reserves and surplus

	31-Mar-2014	31-Mar-2013
	₹	₹
Surplus/ (deficit) in the statement of profit and loss		
Balance as per last financial statements	(1,67,07,21,903)	(14,81,61,499)
Profit / (Loss) for the year	(1,32,60,35,067)	(1,52,25,60,404)

	31-Mar-2014	31-Mar-2013
	₹	₹
Net surplus / (deficit) in the statement of profit and loss	**(2,99,67,56,970)**	**(1,67,07,21,903)**
Total reserves and surplus	**(2,99,67,56,970)**	**(1,67,07,21,903)**

5. Long-term borrowings

	31-Mar-2014	31-Mar-2013
	₹	₹
Term Loans -Secured		
Term loans from Banks	8,78,55,16,017	8,31,63,69,833
Term loans from Others	1,11,65,16,207	1,06,39,66,785
	9,90,20,32,224	**9,38,03,36,618**
Above loans taken under Common Loan Agreement are secured by way of pari-passu first charge on all assets both present and future, excluding the project assets as defined in the Concession Agreement & pledge of 33% shareholding of the promoters in the Company. Terms of Repayment : Repayable in 46 consecutive quarterly installments commencing from 30th Sept -2013 to 31 Mar 2025 ranging from ₹8,875,000/- to ₹650,000,000/- on the repayment dates and in the percentages as mentioned in the amortization schedule as set forth in Schedule V of the Common Loan Agreement executed on 18th December,2009. Current rate of Interest is 11.65% pa. The land is under lien by way of mortgage to SBICap Trustee Company Limited. Current maturities of above loans are shown under Note No 7.		
Unsecured subordinate debt from related parties		
HCC Concessions Limited	1,59,29,28,750	1,45,65,15,000
Sadbhav infrastructure Projects Limited	1,12,40,00,000	98,44,00,000
Subordinate loans carry interest @11% pa.	**2,71,69,28,750**	**2,44,09,15,000**
	12,61,89,60,974	**11,82,12,51,618**

6. Other long term liabilities

	31-Mar-2014	31-Mar-2013
	₹	₹
Interest accrued but not due on unsecured loan	78,59,90,136	52,30,23,401
	78,59,90,136	**52,30,23,401**

7. Other current liabilities

	31-Mar-2014	31-Mar-2013
	₹	₹
Current maturities of long term loans (refer Note No 5)	11,53,74,632	2,66,24,908
Interest accrued and due	3,81,14,012	-
Others (Includes taxes & other payables)	58,85,10,835	31,81,90,730
	74,19,99,478	**34,48,15,638**

8. Short term provisions

	31-Mar-2014	31-Mar-2013
	₹	₹
Provisions for Others (for expenses) *	18,33,776	3,09,82,150
* Includes Toll Plaza Expenses	**18,33,776**	**3,09,82,150**

Dhule Palesner Tollway Limited

Statement of Fixed Assets for the year ended on 31st March,2014

Note 9 : Fixed Assets

(Amount in ₹)

Particulars	Gross Block			Accumulated Depreciation			Net Carrying Value	
	As at 1st April, 2013	Additions/ (Disposals)	As at 31st March, 2014	As at 1st April, 2013	Charge for the period	As at 31st March, 2014	As at 31st March, 2014	As at 31st March, 2013
Tangible Assets								
Land	97,20,500	-	**97,20,500**	-	-	-	97,20,500	97,20,500
Vehicles	2,28,92,532	-	**2,28,92,532**	23,68,867	82,07,249	1,05,76,116	1,23,16,416	2,05,23,665
Computers	18,51,694	-	**18,51,694**	8,23,189	3,99,049	12,22,238	6,29,455	10,28,505
Office Equipments	8,65,462	1,99,502	**10,64,964**	4,23,433	(1,69,011)	2,54,422	8,10,542	4,42,029
Sub Total	**3,53,30,188**	**1,99,502**	**3,55,29,689**	**36,15,489**	**84,37,287**	**1,20,52,776**	**2,34,76,913**	**3,17,14,699**
Intangible assets								
Toll collection Rights	12,35,86,37,069	1,08,00,08,287	13,43,86,45,356	88,12,56,591	85,08,18,312	1,73,20,74,903	11,70,65,70,453	11,47,73,80,477
Sub Total	**12,35,86,37,069**	**1,08,00,08,287**	**13,43,86,45,356**	**88,12,56,591**	**85,08,18,312**	**1,73,20,74,903**	**11,70,65,70,453**	**11,47,73,80,477**
Intangible assets under development (for developed section)	-	-	-	-	-	-	-	-
Total	**12,39,39,67,256**	**1,08,02,07,789**	**13,47,41,75,045**	**88,48,72,080**	**85,92,55,599**	**1,74,41,27,679**	**11,73,00,47,366**	**11,50,90,95,176**
Previous Year	11,97,21,58,602.00	42,18,08,655.00	12,39,39,67,257.00	8,37,42,547.00	80,11,29,533.00	88,48,72,080.00	11,50,90,95,176.00	11,88,84,16,054.00

10. Long term loans and advances

	31-Mar-2014	31-Mar-2013
	₹	₹
Unsecured, Considered good		
Security Deposits	9,43,090	6,53,650
	9,43,090	**6,53,650**

11. Current investments

	31-Mar-2014	31-Mar-2013
	₹	₹
Current investments (valued at lower of cost and fair value, unless stated otherwise)		
Investment in mutual Funds	-	1,77,31,578
	-	**1,77,31,578**
Aggregate amount of quoted investments	-	-
Aggregate amount of unquoted investments	-	1,77,31,578
Aggregate provision made for diminution in value of investments.	-	-

12. Cash and bank balances

	31-Mar-2014	31-Mar-2013
	₹	₹
Cash and cash equivalents		
Balances with banks	1,44,33,034	11,44,59,755
Cash on hand	1,59,56,907	84,11,500
	3,03,89,941	**12,28,71,255**

13. Short term loans and advances

	31-Mar-2014	31-Mar-2013
	₹	₹
Unsecured, Considered good		
Others short term loans and advances *	2,00,60,334	2,88,05,369
	2,00,60,334	**2,88,05,369**

* Includes taxes, advance to vendors, prepaid expenses.

14. Other current assets

	31-Mar-2014	31-Mar-2013
	₹	₹
Other Assets (Receivable from NHAI)	5,86,664	1,93,877
	5,86,664	**1,93,877**

15. Revenue from operations

	31-Mar-2014	31-Mar-2013
	₹	₹
Toll Revenue	1,11,57,65,755	76,62,79,703
	1,11,57,65,755	**76,62,79,703**

16. Other income

	31-Mar-2014	31-Mar-2013
	₹	₹
Interest Income	23,30,040	7,94,274
Dividend Income	17,49,212	1,49,51,744
Other Income	5,74,599	1,20,000
	46,53,850	**1,58,66,018**

17. Finance costs

	31-Mar-2014	31-Mar-2013
	₹	₹
Interest expenses	1,40,10,87,848	1,28,71,42,275
Others Borrowing costs	16,14,318	4,45,81,192
	1,40,27,02,166	1,33,17,23,467

18. Depreciation and amortization expense

	31-Mar-2014	31-Mar-2013
	₹	₹
Depreciation of tangible assets	84,37,287	29,33,379
Amortization of Intangible assets	85,08,18,312	79,81,96,154
	85,92,55,599	**80,11,29,533**

19. Other expenses

	31-Mar-2014	31-Mar-2013
	₹	₹
Payment to auditor (refer footnote - 1)	2,80,900	1,67,911
Legal, Professional & Consultancy Fees	6,12,50,952	6,47,23,252
Travelling & Conveyance	46,54,920	46,35,744
Common Service Charges	1,76,55,059	1,72,25,450
Communication Expenses	5,22,430	4,63,301
Printing & Stationery	8,50,603	9,40,180
Rates & Taxes	1,10,157	3,44,730
Repair and Maintenance	2,53,73,238	1,70,56,033
Electricity Charges	1,51,98,116	1,45,06,440
Rent	85,150	76,603
Insurance Charges	1,01,94,158	75,64,652
Security Services	82,01,589	82,49,306
Operation and maintenance fees	3,37,08,000	3,37,08,000
Misc. Expenses	64,11,636	21,91,522
	18,44,96,907	17,18,53,125

Footnote - 1 - Payment to Auditor

	31-Mar-2014	31-Mar-2013
	₹	₹
As auditor:		
Audit fee	2,00,000	1,25,000
Tax audit fee	25,000	25,000
In other capacity:		
Other services (certification fees)	35,000	2,575
	2,60,000	**1,52,575**

	31-Mar-2014	31-Mar-2013
	₹	₹
Add: Service Tax	32,136	18,540
	2,92,136	**1,71,115**
Less :- Capitalized	-	3,204
	2,92,136	**1,67,911**

20. Earnings per share (EPS)

The following reflects the profit and share data used in the basic computations:

	31-Mar-2014	31-Mar-2013
	₹	₹
Net profit/ (loss) for calculation of basic EPS	(1,32,60,35,067)	(1,52,25,60,404)
Number of equity shares in calculating basic EPS	6,30,00,000	5,10,15,205
Basic EPS	(21.05)	(29.85)

21 Segment reporting

The Company being engaged in design, operation, development and maintenance of Road on build, Operate and Transfer (BOT) basis, does not have more than one segment reportable. Further, the Company is carrying its business only in one geographical segment.

22. Employee benefits

Company has no employees on its payroll during the year.

23. Provisions for Deferred Tax

The Company does not have taxable income and hence no provision for current tax has been made. The Company is eligible for deduction under Section 80- IA of the Income Tax Act, 1961 and the concession period of the Company's project falls within the tax holiday period as defined in Section 80-IA. Since deferred tax on timing differences between Accounting income and Taxable income that arise during the year is reversing during such tax holiday period, no deferred tax asset or liability arises and accordingly no provision is made in the accounts.

24. Related Party Transactions

A. <u>Name of Related Party with which the Company has transactions during the year and Nature of Relationship</u>

Hindustan Construction Company Limited	Joint venture
HCC Concessions Limited	Joint venture
John Laing Investments Ltd.	Joint venture
John Laing Investments Mauritius (No.1) Ltd.	Joint venture
Sadbhav Engineering Ltd.	Joint venture
Sadbhav Infrastructure Project Ltd.	Joint venture

Key Management Personnel	Mr Arjun Dhawan – Director
	Mr Nitin Patel – Director
	Mr Vasistha Patel – Director
	Mr Ravindra Singh – Director

B. **Transactions with Related Parties**

(Amount in rupees)

Nature of Transaction	Hindustan Construction Company Limited	HCC Concessions Limited	John Laing Investments Limited	John Laing Investment Mauritius (No 1) Limited	Sadbhav Engineering Limited	Sadbhav Infrastructure Projects Limited
Subscription of Equity	16,38,00,000	6,93,00,000	16,38,00,000	6,30,00,000	16,38,00,000	63,00,000
	(16,38,00,000)	(6,93,00,000)	(16,38,00,000)	(6,30,00,000)	(16,38,00,000)	(63,00,000)
Unsecured Loan Outstanding	-	1,59,29,28,750	-	-	-	1,12,40,00,000
	-	(1,45,65,15,000)	-	-	-	(98,44,00,000)
Unsecured Loans received during the year	-	13,64,13,750	-	-	-	13,96,00,000
Outstanding due to/ (from) incl of Retention	40,85,93,886	6,47,908	100	-	14,95,48,120	-
	(10,86,63,496)	(6,97,05,219)	(100)	-	(7,95,59,218)	-
Current Liability outstanding	-	-	-	13,48,320	-	13,48,320
	-	-	-	(13,48,320)	-	(13,48,320)
Sub contracting expenses incurred EPC	64,80,04,972	-	-	-	43,72,95,315	-
	(10,52,27,585)	-	-	-	(7,01,51,723)	-
Payment towards Running Bills	39,93,09,682	-	-	-	38,81,50,052	-
	(79,46,12,825)	-	-	-	(92,17,69,943)	-
Utility expenses incurred	-	-	-	-	-	-
	-	-	-	-	(38,50,64,266)	-
Utility expenses paid	-	-	-	-	-	-
	-	-	-	-	(38,50,64,266)	-
Expenses Incurred SPV Management Fees	-	1,75,28,160	-	-	-	-
	-	(1,75,28,160)	-	-	-	-
Expenses Incurred Common Service Charge (Reimbursement of Expenses)		89,97,058				
		(1,79,13,335)				
Interest Accrued but not due on Subordinate Debt		47,72,85,635				30,87,04,501
		(31,90,07,087)				(20,40,16,315)
Interest expense on Unsecured loan incurred during the period (ROI @ 11% on Unsecured Loan)	-	16,69,48,667	-	-	-	11,63,20,209
	-	(15,71,86,118)	-	-	-	(10,60,63,878)

(Figures in brackets represents previous year figures)

25. **Contingent liabilities and commitments**

	31-Mar-2014	31-Mar-2013
	₹	₹
i) Contingent liability		
Income tax demand*	30,17,160	-
* Utility shifting activity was given back to back basis to EPC Contractor and Assessing Officer has erroneously added TDS under Income tax and WCT under sales tax decocted by NHAI as deemed income and imposed penalty treating this activity as Sales turnover. Company has preferred appeal against this order is awaited.		
ii) Commitments		
Capital commitments	52,00,00,000	1,60,00,00,000
Other commitments	Nil	Nil

26. **Foreign Currency Transactions**

	31-Mar-2014	31-Mar-2013
	₹	₹
a) CIF value of Imports	Nil	Nil

	31-Mar-2014	31-Mar-2013
	₹	₹
b) Expenses in foreign currency	Nil	Nil
c) Earning in foreign currency	Nil	Nil

27. Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

There have been no claimed transactions during the year with Micro, Small & Medium Enterprises covered under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Hence, reporting details of Principal and Interest does not arise.

28. Previous years figures

Figures for the previous year have been regrouped/ reclassified wherever necessary.

29. Note No 1 to 29 form an integral part of the financial statements

As per our report of even date attached

For **Gianender & Associates**
Chartered Accountants
ICAI Registration No. 04661N

Arjun Dhawan
Director

Nitin Patel
Director

Manju Agrawal
Partner
Membership No. 083878

Nand Kumar Bisure
Manager

Vasistha Patel
Director

Nirav Joshi
Company Secretary

Ravindra Singh
Director

Mahesh Gaikwad
Director

Place: Mumbai
Date: 29th April 2014

Place: Mumbai
Date: 29th April, 2014

THE ISSUE

The following table summarizes the Issue details:

Issue[1]	Up to [●] Equity Shares aggregating up to ₹ [●] million
of which:	
(i) Fresh Issue[1]	Up to [●] Equity Shares aggregating up to ₹ 4,250 million
(ii) Offer for Sale[2]	Up to 6,471,524 Equity Shares
of which:	
Offer for Sale by Xander	Up to 3,235,762 Equity Shares
Offer for Sale by Norwest	Up to 3,235,762 Equity Shares
of which:	
Employee Reservation Portion[3]	Up to [●] Equity Shares aggregating up to ₹ 250 million
Net Offer to the Public	Up to [●] Equity Shares
A) QIB Portion[4]	At least [●] Equity Shares
of which	
Anchor Investor Portion[5]	Not more than [●] Equity Shares
Balance available for allocation to QIBs other than Anchor Investors (assuming Anchor Investor Portion is fully subscribed)	[●] Equity Shares
of which:	
Available for allocation to Mutual Funds only (5% of the QIB Portion (excluding the Anchor Investor Portion))	[●] Equity Shares
Balance of QIB Portion for all QIBs including Mutual Funds	[●] Equity Shares
B) Non-Institutional Portion[3]	Not more than [●] Equity Shares
C) Retail Portion[3]	Not more than [●] Equity Shares
Pre and post Issue Equity Shares	
Equity Shares outstanding prior to the Issue	310,963,081 Equity Shares
Equity Shares outstanding after the Issue	[●] Equity Shares
Utilisation of Net Proceeds	See "Objects of the Issue" beginning on page 151 Our Company will not receive any proceeds from the Offer for Sale

Allocation to investors in all categories, except the Retail Portion and the Anchor Investor Portion, if any, shall be made on a proportionate basis.

(1) *The Fresh Issue has been authorised by the Board of our Company pursuant to its resolution passed on October 22, 2014, April 14, 2015 and May 20, 2015 and the Shareholders pursuant to the resolution passed on October 22, 2014 and April 15, 2015.*

(2) *Except certain Equity Shares alloted pursuant to (i) the conversion of Investor CCCPS in accordance with the Investor Subscription Agreement; and (ii) the bonus issue undertaken through the capitalisation of the general reserve and securities premium account of our Company in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the Equity Shares offered by the Selling Shareholders in the Issue have been held by them for a period of at least one year as on the date of the Draft Red Herring Prospectus. The Offer for Sale has been authorised by (a) Xander pursuant to resolution passed by its board of directors on May 20, 2015; and (b) Norwest pursuant to resolution passed by its board of directors on May 20, 2015. By consent letters dated August 14, 2015, respectively, Xander and Norwest have provided their consent to offer up to 3,235,762 Equity Shares and up to 3,235,762 Equity Shares, respectively.*

(3) *Subject to valid Bids being received at or above the Issue Price, under-subscription, if any, in any category except in the QIB category, would be allowed to be met with spill over from any other category or combination of categories (including the Employee Reservation Portion) at the discretion of our Company in consultation with the BRLMs and the Designated Stock Exchange.*

(4) *If at least 75% of the Net Issue cannot be Allotted to QIBs, the entire applicaton money will be refunded forthwith.*

(5) *Our Company and the Selling Shareholders may, in consultation with the BRLMs, allocate up to 60 % of the QIB Portion to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. For details, see "Issue Procedure" beginning on page 576.*

GENERAL INFORMATION

Our Company was incorporated as Sadbhav Infrastructure Project Limited on January 18, 2007 at Ahmedabad as a public limited company under the Companies Act, 1956. Our Company obtained a certificate of commencement of business on February 7, 2007. For details of the business of our Company, see "Business" beginning on page 202.

Registered Office and Registration Number of our Company

Sadbhav House
Opposite Law Garden, Police Chowki
Ellisbridge, Ahmedabad 380 006
Tel: (91 79) 2646 3384
Fax: (91 79) 2640 0210
Website: www.sadbhavinfra.co.in
Corporate Identity Number: U45202GJ2007PLC049808
Registration Number: 049808

Address of the RoC

Our Company is registered with the RoC, Gujarat at Ahmedabad, situated at the following address:

Registrar of Companies

ROC Bhavan
Opposite Rupal Park Society
Behind Ankur Bus Stop, Naranpura
Ahmedabad 380 013

Board of Directors

The Board of Directors consists of:

Name	Designation	DIN	Address
Vishnubhai M. Patel	Chairman and Non-Executive Director	00048287	"Shashin", 11 Hindu Colony, Opposite Sardar Patel Stadium, Navrangpura, Ahmedabad 380 009
Vasistha Patel	Managing Director	00048324	27, Shashwat Bungalows, S.G. Highway, B/H Rajpath Club, Bodakdev, Ahmedabad 380 059
Shashin V. Patel	Non-Independent and Non-Executive Director	00048328	"Shashin", 11 Hindu Colony, Opposite Sardar Patel Stadium, Navrangpura, Ahmedabad 380 009
Nitinkumar R. Patel	Non-Independent and Non-Executive Director	00466330	Keshavlaxmi, opposite Everbella Flats, near Jain Temple, Ankur Road, Naranpura, Ahmedabad 380 013
Sandip V. Patel	Independent and Non-Executive Director	00449028	D-302, Arjun Greens, Near Menarav Hall, Nilkanth Mahadev Road, Naranpura, Ahmedabad 380 013
Mirat N. Bhadlawala	Independent and Non-Executive Director	01027984	202, Dream Heritage, 51, Haribhakti Colony, Racecourse, Vadodara 390 007
Arunbhai S. Patel	Independent and Non-Executive Director	06365699	19, Panna Park Society, near Vijay Nagar Society, Navrangpura, Ahmedabad 380 009

Name	Designation	DIN	Address
Atul N. Ruparel	Independent and Non-Executive Director	00485470	1 Aryaman Bungalows, 10 Hira Baug Society, opposite Ambawadi Municipal School, Ambavadi, Ahmedabad 380 006
Daksha N. Shah	Independent and Non-Executive Director	00376899	"VIVA" Bunglow 31, Bodakdev, behind Ranjit Petrol Pump, opposite Hotel Grand Bhagwati, Ahmedabad 380 059
Dr. Jagdish P. Joshipura	Independent and Non-Executive Director	00260590	16, Sharda Nagar, Opp Bhimnath Mahadev, New Sharda Mandir Road, Paldi, Ahmedabad 380 007.

For further details of our Directors, see “Management” from pages 262 to 267.

Company Secretary and Compliance Officer

Gaurav Vesasi is the Company Secretary and the Compliance Officer of our Company. His contact details are as follows:

Gaurav Vesasi

Sadbhav House
Opposite Law Garden, Police Chowki
Ellisbridge
Ahmedabad 380 006
Tel: (91 79) 2646 3384
Fax: (91 79) 2640 0210
Email: investor@sadbhavinfra.co.in

Investors can contact the Company Secretary and Compliance Officer or the BRLMs or the Registrar to the Issue in case of any pre-Issue or post-Issue related problems such as non-receipt of Allotment Advice, credit of Allotted Equity Shares in the respective beneficiary account and refund orders.

Chief Financial Officer

Varun Mehta is the chief financial officer of our Company. His contact details are as follows:

Varun Mehta

Sadbhav House
Opposite Law Garden, Police Chowki
Ellisbridge
Ahmedabad 380 006
Tel: (91 79) 2646 3384
Fax: (91 79) 2640 0210

Book Running Lead Managers

Kotak Mahindra Capital Company Limited

1st Floor, 27 BKC, Plot No. 27
G Block, Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Tel: (91 22) 4336 0000
Fax: (91 22) 6713 2447
E-mail: sipl.ipo@kotak.com

Inga Capital Private Limited

Naman Midtown, ‘A’ wing, 21st floor
Senapati Bapat Marg
Elphinstone (West)
Mumbai 400 013
Tel: (91 22) 4031 3489
Fax: (91 22) 4031 3379
E-mail: sipl.ipo@ingacapital.com

Investor grievance e-mail:
kmccredressal@kotak.com
Website: http://investmentbank.kotak.com
Contact Person: Ganesh Rane
SEBI Registration No.: INM000008704

Investor grievance e-mail:
investors@ingacapital.com
Website: www.ingacapital.com
Contact Person: Ashwani Tandon
SEBI Registration No.: INM000010924

Edelweiss Financial Services Limited

14th Floor, Edelweiss House
Off CST Road
Kalina
Mumbai 400 098
Tel: (91 22) 4009 4400
Fax: (91 22) 4086 3610
E-mail: sipl.ipo@edelweissfin.com
Investor grievance e-mail:
customerservice.mb@edelweissfin.com
Website: www.edelweissfin.com
Contact Person: Hardik Kampani
SEBI Registration No.: INM0000010650

ICICI Securities Limited

ICICI Centre, H.T. Parekh Marg
Churchgate
Mumbai 400 020
Tel : (91 22) 2288 2460
Fax : (91 22) 2282 6580
Email: sipl.ipo@icicisecurities.com
Investor Grievance Email:
customercare@icicisecurities.com
Website: www.icicisecurities.com
Contact Person: Anurag Byas
SEBI Registration No.: INM000011179

Macquarie Capital Securities (India) Private Limited*

92, Level 9, 2 North Avenue
Maker Maxity
Bandra Kurla Complex,
Bandra East, Mumbai 400 051
Tel: (91 22) 6720 4000
Fax: (91 22) 6720 4301
E-mail: sipl.ipo@macquarie.com
Investor grievance e-mail:
investor.complaints@macquarie.com
Website: http://www.macquarie.com/in/corporate
Contact Person: Anupam Misra
SEBI Registration No.: INM000010932
* *formerly Macquarie Capital (India) Private Limited*

Syndicate Members

Kotak Securities Limited

Nirlon House, 3rd Floor
Near Passport Office
Dr. Annie Besant Road, Worli
Mumbai 400 025
Tel: (91 22) 6740 9431
Fax: (91 22) 6661 7041
E-mail: umesh.gupta@kotak.com
Website: www.kotak.com
Contact Person: Umesh Gupta
SEBI registration number: BSE: INB010808153/ NSE: INB230808130

Edelweiss Securities Limited

2nd Floor, M.B. Towers
Plot No. 5, Road No. 2
Banjara Hills
Hyderabad 500 034
Tel: (91 22) 4063 5569
Fax: (91 22) 6747 1347
Email: sipl.ipo@edelweissfin.com
Website: www.edelweissfin.com
Contact Person: Prakash Boricha
SEBI Registration No.: INB011193332(BSE) / INB231193310(NSE) / INB261193396(MCX-SX)

Intime Equities Limited
20^{th} & 21^{st} Floor, Naman Midtown
Senapati Bapat Marg
Elphistone Road
Mumbai 400 013
Tel: (91 22) 4027 3600
Fax: (91 22) 4027 3700
Email: balakrishnan@ffsil.com
Website: www.fortune.co.in
Contact Person: P. Balakrishnan Iyer
SEBI Registration Number: [BSE, NSE and MCX-SX] – INZ000005835

Antique Stock Broking Limited
20^{th} Floor, A Wing, Naman Midtown
Senapati Bapat Marg
Elphistone (W)
Mumbai 400 013
Tel: (91 22) 4031 3300
Fax: (91 22) 4031 3400
E-mail: jignesh@antiquelimited.com
Website: www.antiquelimited.com
Contact Person: Jignesh Sangani
SEBI Registration Number: BSE, NSE, MCX - INZ 000001131

Selling Shareholders

Xander Investment Holding XVII Limited

The Xander Group Inc. is an institutional value investment firm focused in the real estate, infrastructure, hospitality, entertainment, and retail sectors in emerging markets. Xander Group Inc. operates from a network of offices in London, Boston, Mauritius, India and its headquarters in Singapore. Its portfolio comprises of assets such as toll roads, industrial assets, multi-family housing, integrated townships, income-yielding office buildings and complexes, urban mixed-use projects. In 2007, Xander Group Inc. sponsored and established Virtuous Retail, a pan-India retail real estate development and operating platform. Later in 2010, Xander Group Inc. set up Xander Finance, its credit platform focussed on high-coupon, senior-secured debt instruments.

1^{st} Floor, Les Cascades
Edith Cavell Street
Port Louis, Mauritius
Tel: (230) 212 9800
Fax: (230) 212 9833
Email: xanderfunds.admin@cimglobalbusiness.com
Website: www.thexandergroup.com
Contact Person: Jay Pertab

Norwest Venture Partners VII – A – Mauritius

Norwest Venture Partners VII-A-Mauritius is a company registered under the laws of the Republic of Mauritius having its principal office at IFS Court, TwentyEight, Cybercity, Ebene, Mauritius.

Norwest Venture Partners VII-A-Mauritius is part of the Norwest Venture Partners Group, which is a multistage investment firm having investments in both listed and unlisted companies in United States of America, India, Israel and China across various sectors including consumer goods, education, financial services, healthcare, infrastructure, industrials, manufacturing, media, retail technology and telecommunications.

IFS Court
TwentyEight Cybercity
Ebene, Mauritius
Tel: (230) 467 3170
Fax: (230) 467 4000
Email: YSookhur@ifsmauritius.com
Website: www.nvp.com
Contact Person: Yashveen Sookhur

Legal Advisors to the Issue

Indian Legal Counsel to our Company

Cyril Amarchand Mangaldas

5th Floor, Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel
Mumbai 400 013
Tel: (91 22) 2496 4455
Fax: (91 22) 2496 3666

Indian Legal Counsel to the Underwriters

S&R Associates

One Indiabulls Centre
1403, Tower 2, B Wing
841, Senapati Bapat Marg
Lower Parel
Mumbai 400 013
Tel: (91 22) 4302 8000
Fax: (91 22) 4302 8001

International Legal Counsel to the Underwriters

Jones Day

138, Market Street
Level 28, Capitagreen
Singapore 048946
Tel: (00 65) 6538 3939
Fax: (00 65) 6536 3939

Joint Auditors to our Company

M/s. Manubhai & Shah
Chartered Accountants
2nd floor, B wing
Premium House, Navrangpura
Ahmedabad 380 009
Tel: (91 79) 2658 0956
Fax: (91 79) 2658 3573
Email: info@msglobal.co.in
Firm Registration No.: 106041W
Peer Review Number: 005972

M/s S.R.B.C & Co. LLP

Chartered Accountants
2nd Floor, Shivalik Ishan
Near C.N. Vidhyalaya
Ambawadi
Ahmedabad 380 015

Tel: (91 79) 6608 3800
Fax: (91 22) 6608 3900
Email: srbc.co@in.ey.com
Firm Registration No.: 324982E
Peer Review Number: 007188

Registrar to the Issue

Link Intime India Private Limited

C-13, Pannalal Silk Mills Compound
L.B.S. Marg, Bhandup (West)
Mumbai 400 078
Tel: (91 22) 2596 7878
Fax: (91 22) 2596 0329
E-mail: mumbai@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Sachin Achar
SEBI Registration No.: INR000004058

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, application number, address of the Bidder, number of the Equity Shares applied for, the Bid Amount paid on submission of the Bid cum Application Form and the entity and centre where the Bid cum Application Form was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue with a copy to the relevant SCSB and the Syndicate Members at the Specified Locations or the Registered Broker at the Broker Centres with whom the Bid cum Application Form was submitted. In addition to the information indicated above, the ASBA Bidder should also specify the Designated Branch or the collection centre of the SCSB or the address of the centre of the Syndicate Member at the Specified Locations and if applicable, the Registered Broker at the Broker Centre where the Bid cum Application Form was submitted by the ASBA Bidder.

Further, with respect to the Bid cum Application Forms submitted with the Registered Brokers, the investor shall also enclose the acknowledgment from the Registered Broker in addition to the documents/information mentioned hereinabove.

Bankers to the Issue and Escrow Collection Banks

ICICI Bank Limited

Capital Market Division, 1^{st} Floor
122, Mistry Bhavan
Dinshaw Vaccha Road, Backbay Reclamation
Churchgate, Mumbai 400 020
Tel: (91 22) 2285 9923
Fax: (91 22) 2261 1138
Contact Person: Rishav Bagrecha
Email: rishav.bagrecha@icicibank.com
Website: www.icicibank.com
SEBI Registration Number: INBI00000004

HDFC Bank Limited

FIG-OPS Department, - Lodha
I Think Techno Campus
O-3 Level, Next to Kanjurmarg Railway Station
Kanjurmarg (East), Mumbai 400 042
Tel: (91 22) 3075 2928
Fax: (91 22) 2579 9801
Contact Person: Uday Dixit
Email: uday.dixit@hdfcbank.com
Website: www.hdfcbank.com
SEBI Registration Number: INBI00000063

Kotak Mahindra Bank Limited

27 BKC, 2^{nd} Floor
Plot No. C-27, “G” Block
Bandra Kurla Complex

Bandra (E), Mumbai 400 051
Tel: (91 22) 6605 6588
Fax: (91 22) 6713 2416
Contact Person: Prashant Sawant
Email: cmsipo@kotak.com
Website: www.kotak.com
SEBI Registration Number: INBI00000927

Refund Bank

ICICI Bank Limited

Capital Market Division, 1st Floor
122, Mistry Bhavan
Dinshaw Vaccha Road, Backbay Reclamation
Churchgate, Mumbai 400 020
Tel: (91 22) 2285 9923
Fax: (91 22) 2261 1138
Contact Person: Rishav Bagrecha
Email: rishav.bagrecha@icicibank.com
Website: www.icicibank.com
SEBI Registration Number: INBI00000004

Bankers to our Company

Punjab National Bank

"Neel Kamal" Building
Opposite Sales India
Aashram Road
Ahmedabad 380 006
Tel: (91 79) 2754 1622
Fax: (91 79) 2754 0004 / 2754 1538
Email: bo4441@pnb.co.in
Website: www.pnb.co.in
Contact Person: H.S. Lamba

Oriental Bank of Commerce

"Neel Kamal" Building
Opposite Sales India
Ashram Road
Ahmedabad 380 006
Tel: (91 79) 2754 2029
Fax: (91 79) 2754 1113
Email: bm0170@obc.co.in
Website: www.obcindia.co.in
Contact Person: Sunil Chugh

YES Bank Limited

102/103, C.G. Centre
C.G. Road, Panchwati
Ahmedabad 380 009
Tel: (91 79) 3045 9128 / (91 79) 3045 9129
Fax: (91 79) 6631 8430
Email:saumil.parikh@yesbank.in/
piyush.ranjan@yesbank.in
Website: www.yesbank.in
Contact Person: Saumil Parikh / Piyush Ranjan

ICICI Bank Limited

JMC House, Opposite Parimal Gardens
Off C.G.Road, Ambavadi
Ahmedabad 380 006
Tel: (91 79) 6652 3767
Fax: (91 79) 6652 3735
Email: Sanjay.Tanna@icicibank.com
Website: www.icicibank.com
Contact Person: Sanjay Tanna

ICICI Bank Limited

PFG, N5W, ICICI Bank Towers
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051

Kotak Mahindra Bank

503, Sakar II
Ellisbridge Corner
Ashram Road
Ahmedabad 380 006

Tel: (91 22) 2653 7510
Fax: (91 22) 2653 1368
Email: Roshni.daruwala@icicibank.com
Website: www.icicibank.com
Contact Person: Omprakash Chandak

Tel: (91 79) 6610 5882
Fax: (91 79) 2658 7275
Email: Maulik.tejani@kotak.com
Website: www.kotak.com
Contact Person: Maulik Tejani

Lenders to our Company

ICICI Bank Limited

PFG, N5W, ICICI Bank Towers
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Tel: (91 22) 2653 7510
Fax: (91 22) 2653 1368
Email: Roshni.daruwala@icicibank.com
Website: www.icicibank.com
Contact Person: Omprakash Chandak

Kotak Mahindra Bank

503, Sakar II
Ellisbridge Corner
Ashram Road
Ahmedabad 380 006
Tel: (91 79) 6610 5882
Fax: (91 79) 2658 7275
Email: Maulik.tejani@kotak.com
Website: www.kotak.com
Contact Person: Maulik Tejani

Debenture Trustee to our Company

IL&FS Trust Company Limited

IL&FS Financial Centre, Plot C-22
G Block, Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Tel: (91 22) 2659 3612
Fax: (91 22) 2653 3297
Email: itcl@ilfsindia.com
Website: www.itclindia.com
Contact Person: Sapna Choksi

GDA Trusteeship Limited

GDA House, Plot No.85
Bhusari Colony (Right)
Kothrud
Pune 411 038
Tel: (91 22) 4922 0555
Fax: (91 22) 4922 0505
Email: sarita.iyer@gdatrustee.com
Website: www.gdatrustee.com
Contact Person: Sarita Iyer

IDBI Trusteeship Services Limited

Asian Building, Ground Floor
17, R. Kamani Marg, Ballard Estate
Mumbai 400 001
Tel: (91 22) 4080 7000
Fax: (91 22) 6631 1776
Email: itsl@idbitrustee.com/ pratik.gala@idbitrustee.com
Website: http://www.idbitrustee.com
Contact Person: Pratik Gala

Self Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as the SCSBs for the ASBA process is provided on the website of SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries as updated from time to time. For details of the Designated Branches which shall collect Bid cum Application Forms from the ASBA Bidders, refer to the above-mentioned link. Further, the branches of the SCSBs where the Syndicate at the Specified Locations could submit the Bid cum Application Form are provided on the aforementioned website of SEBI.

Registered Brokers

Bidders can submit Bid cum Application Forms in the Issue using the stock broker network of the Stock Exchanges, *i.e.*, through the Registered Brokers at the Broker Centres. The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of the BSE and the NSE at http://www.bseindia.com/Markets/PublicIssues/brokercentres_new.aspx?expandable=3 and http://www.nseindia.com/products/content/equities/ipos/ipo_mem_terminal.htm, respectively as updated from time to time. In relation to ASBA Bids submitted to the Registered Brokers at the Broker Centres, the list of branches of the SCSBs at the Broker Centres named by the respective SCSBs to receive deposits of the Bid cum Application Forms from the Registered Brokers will be available on the website of the SEBI (www.sebi.gov.in) and updated from time to time.

Monitoring Agency

There is no requirement to appoint a monitoring agency for the Issue, as the Fresh Issue is for an amount less than ₹ 5,000 million.

Credit Rating

As this is an issue of Equity Shares, there is no credit rating required for the Issue.

Appraising Entity

None of the objects for which the Net Proceeds will be utilised have been appraised by any agency.

Experts

Except as stated below, our Company has not obtained any expert opinions:

Our Company has received written consent from the Joint Auditors namely, M/s. Manubhai & Shah, Chartered Accountants and M/s S.R.B.C & Co. LLP, Chartered Accountants, to include their names as required under Section 26(1)(a)(v) of the Companies Act, 2013 in this Red Herring Prospectus and as “expert” as defined under section 2(38) of the Companies Act, 2013 in respect of the reports of the Joint Auditors on the consolidated Restated Financial Statements and unconsolidated Restated Financial Statements, each dated August 14, 2015 and the statement of tax benefits dated August 14, 2015 included in this Red Herring Prospectus and such consents have not been withdrawn as on the date of this Red Herring Prospectus. However, the term “expert” shall not be construed to mean an “expert” as defined under the Securities Act.

V R Tech has given its written consent to be named as an expert under Section 26 of the Companies Act, 2013 in this Red Herring Prospectus and to the inclusion of its report in the form and in the context it appears in this Red Herring Prospectus and such consent and report has not been withdrawn as on the date of this Red Herring Prospectus.

Our Company has received written consent dated August 14, 2015 from the auditor of DPTL namely, M/s Gianender & Associates, Chartered Accountants, to include their names as required under Section 26(1)(a)(v) of the Companies Act, 2013 in this Red Herring Prospectus and as “expert” as defined under section 2(38) of the Companies Act, 2013 in respect of the report of the auditor on the audited financial statements included in this Red Herring Prospectus and such consent has not been withdrawn as on the date of this Red Herring Prospectus.

Trustees

As this is an Issue of Equity Shares, the appointment of trustees is not required.

Inter-se allocation of responsibilities between the BRLMs

Sr. No.	Activity	Responsibility	Co-ordinator
1.	Capital structuring, positioning strategy and due diligence of the Company including its operations/ management/business plans/legal etc.	BRLMs	Kotak
2.	Drafting and designing of the Draft Red Herring Prospectus including a memorandum containing salient features of the Prospectus. The BRLMs shall ensure compliance with stipulated requirements and completion of prescribed formalities with Stock Exchanges, SEBI including finalization of the Prospectus	BRLMs	Kotak
3.	Drafting and approval of all statutory advertisements	BRLMs	Edelweiss
4.	Drafting and approving of all publicity material other than statutory advertisements as mentioned above, including corporate advertisements, brochures etc.	BRLMs	Edelweiss
5.	Appointment of advertising agency and Bankers to the Issue and coordinating their respective Agreements	BRLMs	Inga
6.	Appointment of Registrar to the Issue, Printers, International Legal Counsel, etc if applicable and coordinating their respective Agreements	BRLMs	Inga
7.	International institutional marketing strategy, including • finalising the list and allocation of investors for one to one meetings, • finalizing the International road show schedule and investor meeting schedules, • preparation of road show presentation and FAQs.	BRLMs	Macquarie
8.	Domestic institutional marketing strategy including, • finalization of the list and division of investors for one to one meetings, • institutional allocation • finalizing the list and division of investors for one to one meetings, and finalizing investor meeting schedules.	BRLMs	Kotak
9.	Retail and Non-institutional marketing which will cover, *inter alia*, • formulating marketing strategies, • preparation of publicity budget, • finalizing media and public relations strategy, • finalizing centre for holding conferences for press and brokers, • distribution of publicity and Issue material • deciding on the quantum of Issue material including forms, the Prospectus and, and finalizing collection centres.	BRLMs	Edelweiss
10.	Finalization of pricing in consultation with the Company and managing the book.	BRLMs	Edelweiss
11.	Co-ordination with Stock Exchanges for Book Building software, bidding terminals and mock trading.	BRLMs	Inga

Sr. No.	Activity	Responsibility	Co-ordinator
12.	The post Bidding & post Issue activities, including management of escrow accounts, co-ordination of non-institutional allocation (including Anchor Investor Portion), intimation of allocation and dispatch of refunds to Bidders etc. The post Issue activities for the Issue involving essential follow up steps, which include follow-up with bankers to the Issue and Self Certified Syndicate Banks to get quick estimates of collection and advising the Company about the closure of the Issue, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, the finalization of trading and dealing of instruments and demat delivery of Equity Shares, with the various agencies connected with the work such as the Registrar to the Issue, Escrow Collection Banks and the bank(s) handling refund business. The merchant banker shall be responsible for ensuring that these agencies fulfil their functions and enable it to discharge this responsibility through suitable agreements with the Company.	BRLMs	Inga

Book Building Process

The book building, in the context of the Issue, refers to the process of collection of Bids on the basis of this Red Herring Prospectus within the Price Band, which will be decided by our Company and the Selling Shareholders in consultation with the BRLMs, and advertised in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard, and the Ahmedabad edition of the Gujarati newspaper Jaihind (Gujarati being the regional language of Gujarat, where our Registered Office is located), each with wide circulation at least five Working Days prior to the Bid/ Issue Opening Date and shall be made available to the Stock Exchanges for the purpose of upload on its website. The Issue Price shall be determined by our Company in consultation with the BRLMs after the Bid/ Issue Closing Date. The principal parties involved in the Book Building Process are:

- our Company;
- the Selling Shareholders;
- the BRLMs;
- the Syndicate Members;
- the SCSBs;
- the Registered Brokers;
- the Registrar to the Issue; and
- the Escrow Collection Bank(s).

In terms of Rule 19 (2)(b)(iii) of the SCRR, the Issue is being made through the Book Building Process wherein at least 75% of the Net Issue shall be Allotted on a proportionate basis to QIBs, provided that our Company and the Selling Shareholders may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis. In the event the post-Issue Equity Share capital of our Company calculated at the Issue Price is lower than ₹40,000 million but is more than ₹16,000 million, then the Issue will be deemed to be undertaken in terms of Rule 19(2)(b)(ii) of the SCRR where the minimum offer to public will be at least such percentage of the post-Issue Equity Share capital which will be equivalent to ₹4,000 million calculated at the Issue Price. Further, 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Net Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue shall be available for allocation to Retail Individual Bidders in accordance with the SEBI Regulations, subject to valid Bids being received at or above the Issue Price. Further, [●] Equity Shares aggregating up to ₹ 250 million shall be made available for allocation on a proportionate basis to the Eligible Employees bidding in the Employee Reservation Portion, subject to valid bids being received at or above Issue Price. Under subscription if any, in any category, except in the QIB Category, would be allowed to be met with spill over from any other category or a combination of categories (including the Employee Reservation Portion) at the discretion of our Company in consultation with the Selling Shareholders, the BRLMs and the Designated Stock Exchange.

QIBs (excluding Anchor Investors) and Non-Institutional Bidders can participate in the Issue only through the ASBA process and Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion have the option to participate through the ASBA process. Anchor Investors are not permitted to participate through the ASBA process.

In accordance with the SEBI Regulations, QIBs bidding in the QIB category and Non-Institutional Bidders bidding in the Non-Institutional Category are not allowed to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion can revise their Bids during the Bid/ Issue Period and withdraw their Bids until finalisation of the Basis of Allotment. Further, Anchor Investors cannot withdraw their Bids after the Anchor Investor Bid/ Issue Period. Allocation to the Anchor Investors will be on a discretionary basis. For further details, see "Issue Structure" and "Issue Procedure" beginning on pages 569 and 576, respectively.

Our Company and the Selling Shareholders will comply with the SEBI Regulations and any other ancillary directions issued by SEBI for the Issue. In this regard, our Company and the Selling Shareholders have appointed the BRLMs to manage the Issue and procure subscriptions to the Issue.

The process of Book Building under the SEBI Regulations is subject to change from time to time and the investors are advised to make their own judgment about investment through this process prior to making a Bid or application in the Issue.

Allotment to Retail Individual Bidders and Minimum Bid Lots

In the event that the Bids received from Retail Individual Bidders exceed [●] Equity Shares, then the maximum number of Retail Individual Bidders who can be Allotted the minimum Bid Lot will be computed by dividing the total number of the Equity Shares available for Allotment to Retail Individual Bidders by the minimum Bid Lot ("Maximum RIB Allottees"). The Allotment to Retail Individual Bidders will then be made in the following manner:

- In the event, the number of Retail Individual Bidders who have submitted valid Bids in the Issue is equal to or less than Maximum RIB Allottees, (i) Retail Individual Bidders shall be Allotted the minimum Bid Lot; and (ii) the balance Equity Shares, if any, remaining in the Retail Category shall be Allotted on a proportionate basis to the Retail Individual Bidders who have received Allotment as per (i) above for less than the Equity Shares Bid by them (i.e. who have Bid for more than the minimum Bid Lot).
- In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is more than Maximum RIB Allottees, the Retail Individual Bidders (in that category) who will then be Allotted minimum Bid Lot shall be determined on draw of lots basis

Illustration of Book Building Process and Price Discovery Process

Investors should note that this example is solely for illustrative purposes and is not specific to the Issue; it also *excludes bidding by Anchor Investors.*

Bidders can bid at any price within the price band. For instance, assume a price band of ₹ 20 to ₹ 24 per share, issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. A graphical representation of the consolidated demand and price would be made available at bidding centres during the bidding period. The illustrative book given below shows the demand for the equity shares of the issuer company at various prices and is collated from bids received from various investors.

Bid Quantity	Bid Amount (₹)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to issue the desired number of equity shares is the price at which the book cuts off, *i.e.*, ₹ 22.00 in the above example. The issuer, in consultation with the book running lead managers, will finalise the issue price at or below such cut-off price, *i.e.*, at or below ₹ 22.00. All bids at or above this issue price and cut-off bids are valid bids and are considered for allocation in the respective categories.

Steps to be taken by Bidders for Bidding:

1. Check eligibility for making a Bid (see "Issue Procedure – Who Can Bid?" from page 577);

2. Ensure that you have a demat account and the demat account details are correctly mentioned in the Bid cum Application Form;

3. Except for Bids (i) on behalf of the Central or the State Governments and the officials appointed by courts, who, in terms of the circular dated June 30, 2008 issued by SEBI, may be exempt from specifying their PAN for transacting in the securities market, and (ii) Bids by persons resident in the state of Sikkim, who, in terms of the circular dated July 20, 2006 issued by SEBI, may be exempted from specifying their PAN for transacting in the securities market, for Bids of all values, ensure that you have mentioned your PAN allotted under the IT Act in the Bid cum Application Form. In accordance with the SEBI Regulations, the PAN would be the sole identification number for participants transacting in the securities market, irrespective of the amount of transaction (see "Issue Procedure- Field Number 2: PAN number of Sole/First Bidder/Applicant" from pages 597 to 598;

4. Ensure that the Bid cum Application Form is duly completed as per the instructions given in this Red Herring Prospectus and in the Bid cum Application Form;

5. Bids by QIBs (except Anchor Investors) and the Non-Institutional Bidders shall be submitted only through the ASBA process;

6. Bids by non-ASBA Bidders will have to be submitted to the Syndicate (or their authorised agents) at the bidding centers or the Registered Brokers at the Broker Centers; and

7. Bids by ASBA Bidders will have to be submitted to the Designated Branches or the Syndicate at the Specified Locations or the Registered Brokers at the Broker Centres in physical form. It may also be submitted in electronic form to the Designated Branches of the SCSBs only. ASBA Bidders should ensure that the ASBA Accounts have adequate credit balance at the time of submission to the SCSB or the Syndicate or the Broker to ensure that the Bid cum Application Form submitted by the ASBA Bidders is not rejected. In relation to ASBA Bids submitted to the Registered Brokers at the Broker Centres, the list of branches of the SCSBs at the Broker Centres named by the respective SCSBs to receive deposits of the Bid cum Application Forms from the Registered Brokers will be available on the website of the SEBI (www.sebi.gov.in) and updated from time to time.

For further details for the method and procedure for Bidding, see "Issue Procedure" beginning from page 576.

Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final approval of the RoC after the Prospectus is filed with the RoC; and (ii) final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment.

Underwriting Agreement

After determination of the Issue Price and allocation of Equity Shares, but prior to the filing of the Prospectus with the RoC, our Company and the Selling Shareholders will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Issue. It is proposed that pursuant to the terms of the Underwriting Agreement, the BRLMs will be responsible for bringing in the amount devolved in the event that the Syndicate Members do not fulfil their underwriting obligations. The Underwriting Agreement is dated [●]. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions specified therein.

The Underwriters have indicated their intention to underwrite the following number of Equity Shares:

This portion has been intentionally left blank and will be completed before filing the Prospectus with the RoC.

Name, address, telephone number, fax number and e-mail address of the Underwriters	Indicative number of Equity Shares to be underwritten	Amount underwritten (₹ in million)
[●]	[●]	[●]
[●]	[●]	[●]

The above mentioned is indicative underwriting and will be finalised after pricing and actual allocation and subject to the provisions of the SEBI Regulations.

In the opinion of the Board of Directors (based on certificates provided by the Underwriters), resources of the above mentioned Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The abovementioned Underwriters are registered with SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange(s). The Board of Directors / Committee of Directors, at its meeting held on [●], has accepted and entered into the Underwriting Agreement mentioned above on behalf of our Company.

Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitment set forth in the table above.

Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to the Equity Shares allocated to investors procured by them. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure subscription for or subscribe to of the Equity Shares to the extent of the defaulted amount in accordance with the Underwriting Agreement. The Underwriting Agreement has not been executed as of the date of this Red Herring Prospectus.

CAPITAL STRUCTURE

The Equity Share capital of our Company as at the date of this Red Herring Prospectus is set forth below:

(in ₹)

		Aggregate value at face value	Aggregate value at Issue Price
A	**AUTHORIZED SHARE CAPITAL**		
	403,000,000 Equity Shares	4,030,000,000	
B	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL BEFORE THE ISSUE**		
	310,963,081 Equity Shares	3,109,630,810	
C	**PRESENT ISSUE IN TERMS OF THIS RED HERRING PROSPECTUS**		
	[●] Equity Shares aggregating up to ₹ [●] million		
	of which		
	Fresh Issue of up to [●] Equity Shares aggregating up to ₹ 4,250 million(1)	[●]	[●]
	Offer for Sale of up to 6,471,524 Equity Shares(2)	64,715,240	[●]
	of which		
	Employee Reservation Portion of up to [●] Equity Shares aggregating up to ₹ 250 million	[●]	[●]
	Net Issue to the public of up to [●] Equity Shares	[●]	[●]
E	**SECURITIES PREMIUM ACCOUNT**		
	Before the Issue	5,387,443,356	
	After the Issue	[●]	
F	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL AFTER THE ISSUE**		
	[●] Equity Shares	[●]	

(1) *The Fresh Issue has been authorised by the Board of Directors pursuant to its resolution passed on October 22, 2014, April 14, 2015 and May 20, 2015 and the Shareholders pursuant to their resolution passed on October 22, 2014 and April 15, 2015.*

(2) *Except certain Equity Shares alloted pursuant to (i) the conversion of Investor CCCPS in accordance with the Investor Subscription Agreement; and (ii) the bonus issue undertaken through the capitalisation of the general reserve and securities premium account of our Company in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the Equity Shares offered by the Selling Shareholders in the Issue have been held by them for a period of at least one year as on the date of the Draft Red Herring Prospectus. The Offer for Sale has been authorised by (a) Xander pursuant to resolution passed by its board of directors on May 20, 2015; and (b) Norwest pursuant to resolution passed by its board of directors on May 20, 2015. By consent letters dated August 14, 2015, Xander and Norwest have provided their consent to offer up to 3,235,762 Equity Shares and up to 3,235,762 Equity Shares, respectively.*

Changes in the Authorised Capital

1. The initial authorised share capital of ₹ 500,000 divided into 50,000 Equity Shares of face value of ₹ 10 each was increased to ₹ 330,000,000 divided into 30,000,000 Equity Shares of ₹ 10 each and 3,000,000 preference shares of face value of ₹ 10 each pursuant to a resolution of our Shareholders passed on August 27, 2010.

2. The authorised share capital of ₹ 330,000,000 divided into 30,000,000 Equity Shares of ₹ 10 each and 3,000,000 preference shares of face value of ₹ 10 each was re-classified to ₹ 330,000,000 divided into 33,000,000 Equity Shares of ₹ 10 each pursuant to a resolution of our Shareholders passed on October 22, 2014.

3. The authorised share capital of ₹ 330,000,000 divided into 33,000,000 Equity Shares of ₹ 10 each was increased to ₹ 4,030,000,000 divided into 403,000,000 Equity Shares of ₹ 10 each pursuant to a resolution of our Shareholders passed on October 22, 2014.

Notes to the Capital Structure

1. **Share Capital History of our Company**

(a) The history of the equity share capital and the securities premium account of our Company is provided in the following table:

Date of Allotment	No. of Equity Shares Allotted	Face Value (₹)	Issue price per Equity Share (₹)	Consideration	Reason for allotment	Cumulative Number of Equity Shares	Cumulative Paid-up Equity Share Capital (₹)	Cumulative Share Premium[1] (₹)
Upon incorporation	50,000	10	10	Cash	Initial subscribers to the Memorandum of Association[2]	50,000	500,000	-
September 18, 2010	501,250	10	10	Cash	Preferential allotment[3]	551,250	5,512,500	-
	20,000,000	10	129.84[4]	Cash	Preferential allotment to SEL	20,551,250	205,512,500	2,396,800,000
September 23, 2010	3,621,004	10	828.50	Cash	Preferential allotment[5]	24,172,254	241,722,540	5,360,591,774
October 25, 2012	1,834,916	10	681.23	Cash	Preferential allotment to SEL	26,007,170	260,071,700	7,465,744,558
October 22, 2014	2,262,200	10	442.05	-	Conversion of Investor CCCPS[6]	28,269,370	282,693,700	7,464,380,298
October 22, 2014	1	10	-	Other than Cash	Conversion of SEL CCDs[7]	28,269,371	282,693,710	8,214,380,456
October 29, 2014	282,693,710	10	-	Other than Cash	Bonus issue[8]	310,963,081	3,109,630,810	5,387,443,356

(1) *During Financial Years 2011 and 2013, certain share issue expenses and pre-operative expenditure aggregating to ₹103,986,523 and ₹1,250,000, respectively have been adjusted to the share premium account.*

(2) *49,940 Equity Shares were allotted to SEL, 10 Equity Shares were allotted to Vishnubhai M. Patel, 10 Equity Shares were allotted to Shashin V. Patel, 10 Equity Shares were allotted to Nitinkumar R. Patel, 10 Equity Shares were allotted to Girish N. Patel, 10 Equity Shares were allotted to Narendra M. Patel and 10 Equity Shares were allotted to Girish D. Patel.*

(3) *100,000 Equity Shares were allotted to Vishnubhai M. Patel, 61,000 Equity Shares were allotted to Shashin V. Patel, 50,000 Equity Shares were allotted to Vikram R. Patel jointly with Bhavnaben V. Patel and Vishnubhai M. Patel, 50,000 Equity Shares were allotted to Vasistha Patel jointly with Rekha V. Patel and Vishnubhai M. Patel, 40,000 Equity Shares were allotted to Girish N. Patel, 36,000 Equity Shares were allotted to Nitinkumar R. Patel, 30,000 Equity Shares were allotted to Rajeshree Vishnubhai Patel jointly with Vishnubhai M. Patel, 21,500 Equity Shares were allotted to Narendrakumar M. Patel jointly with Raksha N. Patel, 10,000 Equity Shares were allotted to Pradeepkumar Dosi, 9,000 Equity Shares were allotted to Girishbhai D. Patel jointly with Meenaben G. Patel, 8,000 Equity Shares were allotted to Chandrakant D. Patel, 7,000 Equity Shares were allotted to Vishwanathan R, 7,000 Equity Shares were allotted to Parulbhai R. Shah, 5,000 Equity Shares were allotted to Vipul H. Patel jointly with Vishnubhai M. Patel, 5,000 Equity Shares were allotted to Manojkumar K. Agola, 5,000 Equity Shares were allotted to Anant N. Batavi jointly with Girish Batavi, 4,000 Equity Shares were allotted to Rahulkumar, 4,000 Equity Shares were allotted to Darshan H. Bhatt, 4,000 Equity Shares were allotted to Ajay H. Kadia, 3,000 Equity Shares were allotted to Mahesh B. Bhavsar, 3,000 Equity Shares each were allotted to Kishorkumar C. Patel jointly with Anandi K. Patel, 2,500 Equity Shares were allotted to Siddappa Bhavaneppa, 2,250 Equity Shares were allotted to Mittal D. Shah, 2,000 Equity Shares were allotted to Daxesh R. Bhavsar jointly with Geeta D. Bhavsar, 2,000 Equity Shares were allotted to Ashvinbhai K. Patel, 2,000 Equity Shares allotted to Ketan V. Gandhi, 2,000 Equity Shares were allotted to Umesh Dani, 2,000 Equity Shares were allotted to Vishnubhai*

S. Patel, 2,000 Equity Shares were allotted to Vidhan T. Surana, 2,000 Equity Shares were allotted to Srikant Mishra, 2,000 Equity Shares were allotted to Ravi Kapoor jointly with Nisha Kapoor, 2,000 Equity Shares were allotted to Kalpesh H. Shah jointly with Sonal K. Shah, 2,000 Equity Shares were allotted to Rambhai S. Patel, 2,000 Equity Shares were allotted to Amit M. Mehta, 2,000 Equity Shares were allotted to Ranveersinh S. Bhati, 1,500 Equity Shares were allotted to Sharmil K. Nanavati, 1,500 Equity Shares were allotted to Kapil Bokadia, 1,500 Equity Shares were allotted to Vijay J. Kalyani jointly with Geeta V. Kalyani, 1,000 Equity Shares were allotted to Niketan V. Patel, 1,000 Equity Shares were allotted to Kamlesh J. Shah jointly with Bharati K. Shah, 1,000 Equity Shares were allotted to Laljibhai L. Vora, 1,000 Equity Shares were allotted to Anand U. Solanki, 500 Equity Shares were allotted to Sejal U. Shah jointly with Udayan Vasanthbai Shah, 500 Equity Shares were allotted to Sarojben A. Bhavsar and 500 Equity Shares were allotted to Deepakumar P. Shah.

(4) *Due to a typographical error, the Issue price per Equity Share is reflected as ₹129.94 in the list of allottees annexed to Form 2 filed with the RoC. Our Company has filed a rectification letter dated June 29, 2015 with the RoC along with a rectified form clarifying that the premium amount for the preferential allotment undertaken on September 18, 2010 was inadvertently reflected as ₹119.94 instead of ₹119.84 in Table A annexed to an earlier Form 2 filed with the RoC.*

(5) *1,810,502 Equity Shares were allotted to Xander and Norwest each pursuant to the Investor Subscription Agreement.*

(6) *Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement, our Company considered a nominal value of ₹10 for each such Equity Share so issued on conversion and accordingly accounted for a share premium of ₹432.05 per Equity Share aggregating to ₹977,383,510. Upon the bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the effective price per Equity Share would be ₹44.21.*

(7) *1 Equity Share was allotted to SEL pursuant to conversion of SEL CCDs.*

(8) *Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, undertaken through the capitalisation of the general reserve and securities premium account.*

(b) The history of the preference share capital of our Company is provided in the following table:

Date of Allotment	No. of Preference Shares Allotted	Face Value (₹)	Issue price per Preference Share (₹)	Consideration	Reason for allotment	Cumulative Number of Preference Shares	Cumulative Paid-up Preference Share Capital (₹)	Cumulative Share Premium (₹)
September 23, 2010	2,250,774(2)	10	444.29	Cash	Preferential allotment(1)	2,250,774	22,507,740	6,338,080,414

(1) *1,125,387 CCCPS were allotted to Xander and 1,125,387 CCCPS were allotted to Norwest.*

(2) *Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement, our Company considered a nominal value of ₹10 for each such Equity Share so issued on conversion and accordingly accounted for a share premium of ₹432.05 per Equity Share aggregating to ₹977,383,510.*

2. Issue of Equity Shares for consideration other than cash

The details of Equity Shares allotted for consideration other than cash are set out below:

Date of allotment of the Equity Shares	Name of the allottee	Number of the Equity Shares	Face value (₹)	Issue price (₹)	Reasons for allotment	Benefits accrued to our Company
October 22, 2014	Xander and Norwest	2,262,200	10	442.05	Conversion of Investor CCCPS(1)	-
October 22, 2014	SEL	1	10	-	Conversion of SEL CCDs(2)	-
October 29, 2014	Equity Shareholders of	282,693,710	10	-	Bonus issue(3)	-

Date of allotment of the Equity Shares	Name of the allottee	Number of the Equity Shares	Face value (₹)	Issue price (₹)	Reasons for allotment	Benefits accrued to our Company
	our Company					

(1) *Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement, our Company considered a nominal value of ₹10 for each such Equity Share so issued on conversion and accordingly accounted for a share premium of ₹432.05 per Equity Share aggregating to ₹977,383,510. Upon the bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the effective price per Equity Share would be ₹44.21.*

(2) *1 Equity Share was allotted to SEL pursuant to conversion of SEL CCDs.*

(3) *Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, undertaken through the capitalisation of the general reserve and securities premium account.*

3. **Issue of Shares in the last two preceding years**

For details of issue of Equity Shares and Preference Shares by our Company in the last two preceding years preceding the date of this Red Herring Prospectus, see “Capital Structure – Share Capital History of our Company” from pages 138 to 139.

4. **History of the Equity Share Capital held by our Promoters**

As on the date of this Red Herring Prospectus, our Promoters hold 241,833,537 Equity Shares, constituting 77.77% of the issued, subscribed and paid-up Equity Share capital of our Company.

(a) *Build-up of our Promoters’ shareholding in our Company*

Set forth below is the build-up of the shareholding of our Promoters since incorporation of our Company:

Name of the Promoter	Date of allotment/ Transfer	Nature of allotment	No. of Equity Shares	Nature of consideration	Face value per Equity Share (₹)	Issue Price /Transfer Price per Equity Share (₹)	Percentage of the pre-Issue capital (%)	Percentage of the post-Issue capital (%)
Vishnubhai M. Patel	Upon incorporation	Initial subscriber to the Memorandum of Association	10	Cash	10	10	0.00	[●]
	September 18, 2010	Preferential allotment	100,000	Cash	10	10	0.03	[●]
	October 29, 2014	Bonus Issue(2)	1,000,100	Other than Cash	10	-	0.32	[●]
	Total		**1,100,110(3) (4)**				**0.35**	**[●]**
SEL	Upon incorporation	Initial subscriber to Memorandum of Association	49,940	Cash	10	10	0.02	[●]
	September 18, 2010	Preferential allotment	20,000,000	Cash	10	129.84(5)	6.43	[●]
	October 25, 2012	Preferential allotment	1,834,916	Cash	10	681.23	0.59	[●]
	October 22, 2014	Conversion of SEL CCDs(6)	1	Other than Cash	10	-	0.00	**[●]**
	October 29,	Bonus Issue(2)	218,848,570	Other than	10	-	70.38	**[●]**

Name of the Promoter	Date of allotment/ Transfer	Nature of allotment	No. of Equity Shares	Nature of consideration	Face value per Equity Share (₹)	Issue Price /Transfer Price per Equity Share (₹)	Percentage of the pre-Issue capital (%)	Percentage of the post-Issue capital (%)
	2014			Cash				
	Total		**240,733,427**[(1)]				**77.42**	**[●]**

(1) *Out of the total Equity Shares held by SEL, 77,946,181 Equity Shares constituting 25.07% of pre-Issue capital have been pledged as security for certain loans availed by our Company and SEL. The pledge created in favour of ICICI will be released prior to Allotment in the Issue and the Equity Shares shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged immediately after the Allotment in the Issue in accordance with Regulation 39 of the SEBI Regulations and the requirements of the relevant financing documents. The pledge created in favour of ITCL will be released prior to allotment of Equity Shares in the Issue and shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged in accordance with applicable law, the regulations prescribed by SEBI from time to time.*

(2) *Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, undertaken through the capitalisation of the general reserve and securities premium account.*

(3) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(4) *Out of the total Equity Shares held by Vishnubhai M. Patel, 1,100,110 Equity Shares constituting 0.35% of pre-Issue Capital have been pledged as security for certain loans availed by our Company. The pledge created in favour of ITCL will be released prior to allotment of Equity Shares in the Issue and the Equity Shares shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged in accordance with applicable law, the regulations prescribed by SEBI from time to time.*

(5) *Due to a typographical error, the Issue price per Equity Share reflected as ₹129.94 in the list of allottees annexed to Form 2 filed with the RoC. Our Company has filed a rectification letter dated June 29, 2015 with the RoC along with a rectified form clarifying that the premium amount for the preferential allotment undertaken on September 18, 2010 was inadvertently reflected as ₹119.94 instead of ₹119.84 in Table A annexed to an earlier Form 2 filed with the RoC.*

(6) *1 Equity Share was allotted to SEL pursuant to conversion of SEL CCDs.*

All the Equity Shares held by our Promoters were fully paid-up on the respective dates of acquisition of such Equity Shares.

(b) *Shareholding of our Promoters and Promoter Group and the directors of SEL*[(1)]

Sr. No.	Name of the Shareholder	Pre-Issue		Post-Issue	
		No. of Equity Shares	%	No. of Equity Shares	%
1.	SEL	240,733,427	77.42	[●]	[●]
2.	Vishnubhai M. Patel	1,100,110	0.35	[●]	[●]
3.	Shashin V. Patel	704,110	0.23	[●]	[●]
4.	Vikram Rasiklal Patel[(2)]	550,000	0.18	[●]	[●]
5.	Vasistha Patel[(3)]	550,000	0.18	[●]	[●]
6.	Nitinkumar R. Patel	396,110	0.13	[●]	[●]
7.	Rajeshree Vishnubhai Patel[(4)]	330,000	0.11	[●]	[●]

(1) *This does not include joint shareholding where the Promoters or members of the Promoter Groupare not first holders.*
(2) *Jointly held with Bhavnaben V. Patel / Vishnubhai M. Patel.*
(3) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*
(4) *Jointly held with Vishnubhai M. Patel.*

(c) *Details of Promoter's contribution and lock-in*:

Pursuant to the SEBI Regulations, an aggregate of 20% of the fully diluted post-Issue Equity

Share capital of our Company held by our Promoters shall be locked in for a period of three years from the date of Allotment and our Promoters' shareholding in excess of 20% shall be locked in for a period of one year from the date of Allotment.

Details of the Equity Shares to be locked-in for three years from the date of Allotment are as follows:

Name	Date of Allotment / Transfer and when made fully paid-up	Nature of Transaction	No. of Equity Shares	Face Value (₹)	Issue/acquisition price per Equity Share (₹)	No. of Equity Shares locked-in	Percentage of post-Issue paid-up capital (%)	Date up to which the Equity shares are subject to lock-in
SEL	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
Vishnubhai M. Patel	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
Total						[●]		

Our Promoters have confirmed to our Company and the BRLMs that acquisition of the Equity Shares held by our Promoters and which will be locked in as promoters' contribution have been financed from their personal funds, its internal accruals and no loans or financial assistance from any bank or financial institution has been availed for such purpose.

The minimum Promoters' contribution has been brought in to the extent of not less than the specified minimum lot and from the persons defined as 'promoter' under the SEBI Regulations. Our Company undertakes that the Equity Shares that are being locked-in are not ineligible for computation of Promoters' contribution in terms of Regulation 33 of the SEBI Regulations. In this connection, we confirm the following:

(i) The Equity Shares offered for Promoters' contribution (a) have not been acquired in the last three years for consideration other than cash and revaluation of assets or capitalisation of intangible assets; or (b) bonus shares out of revaluation reserves or unrealised profits of our Company or bonus shares issued against Equity Shares which are otherwise ineligible for computation of Promoter's contribution;

(ii) The Promoter's contribution does not include any Equity Shares acquired during the preceding one year and at a price lower than the price at which the Equity Shares are being offered to the public in the Issue;

(iii) The Company has not been formed by the conversion of a partnership firm into a Company;

(iv) The Equity Shares held by the Promoter and offered for Promoter's contribution are not subject to any pledge; and

(v) All the Equity Shares of our Company held by the Promoter are held in dematerialised form.

Other requirements in respect of lock-in:

In addition to 20% of the fully diluted post-Issue shareholding of our Company held by our Promoters and locked-in for three years as specified above, the entire pre-Issue equity share capital of our Company, except the Equity Shares subscribed to and Allotted pursuant to the Offer for Sale, will be locked-in for a period of one year from the date of Allotment.

SEL, our corporate Promoter, has pledged 77,946,181 Equity Shares of our Company as security for certain loans availed of by our Company and SEL. Pursuant to Regulation 36 of the SEBI Regulations, the entire pre-Issue shareholding of the Promoters in excess of the minimum promoters' contribution is required to be locked-in for a period of one year from the date of the Allotment. The pledge created in favour of ICICI will be released prior to Allotment in the Issue and shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged immediately after the Allotment in the Issue in accordance with Regulation 39 of the SEBI Regulations and the requirements of the relevant financing documents. The pledge created in favour of ITCL will be released prior to allotment of Equity Shares in the Issue and the Equity Shares shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged in accordance with applicable law, the regulations prescribed by SEBI from time to time.

Vishnubhai M. Patel has pledged 1,100,110 Equity Shares of our Company as security for certain loans availed of by our Company. Pursuant to Regulation 36 of the SEBI Regulations, the entire pre-Issue shareholding of the Promoters in excess of the minimum promoters' contribution is required to be locked-in for a period of one year from the date of the Allotment. The pledge created in favour of ITCL will be released prior to allotment of Equity Shares in the Issue and the Equity Shares shall be locked-in in accordance with Regulation 36 of the SEBI Regulations. Such Equity Shares will be re-pledged in accordance with applicable law, the regulations prescribed by SEBI from time to time.

The Equity Shares held by our Promoters which are locked-in for a period of one year from the date of Allotment may be pledged only with scheduled commercial banks or public financial institutions as collateral security for loans granted by such banks or public financial institutions, provided that such pledge of the Equity Shares is one of the terms of the sanction of such loans. Accordingly, the Equity Shares required to be pledged with the lenders in terms of certain loans availed of by our Company and SEL will be re-pledged after the Allotment.

The Equity Shares held by our Promoters which are locked-in may be transferred to and among the Promoter Group or to any new promoter or persons in control of our Company, subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with the Takeover Regulations, as applicable.

The Equity Shares held by persons other than our Promoters and locked-in for a period of one year from the date of Allotment in the Issue may be transferred to any other person holding the Equity Shares which are locked-in, subject to the continuation of the lock-in in the hands of transferees for the remaining period and compliance with the Takeover Regulations.

Any Equity Shares allotted to Anchor Investors in the Anchor Investor Portion, if any, shall be locked-in for a period of 30 days from the date of Allotment.

5. **Details of the build-up of equity share capital held by the Selling Shareholders in our Company**

As on the date of this Red Herring Prospectus, the Selling Shareholders hold 64,715,244 Equity Shares, constituting 20.81% of the issued, subscribed and paid-up Equity Share capital of our Company.

The table below represents the build up of equity shareholding of the Selling Shareholders in our Company:

Name of the Selling Shareholder	Date of allotment	Nature of allotment	No. of Equity Shares	Nature of consideration	Face value per Equity Share (₹)	Issue Price per Equity Share	Percentage of the pre-Issue capital (%)	Percentage of the post-Issue capital (%)
Xander	September 23, 2010	Preferential allotment pursuant to the Investor Subscription Agreement	1,810,502	Cash	10	828.50	0.58	[●]
	October 22, 2014	Conversion of Investor CCCPS(1)	1,131,100	-	10	442.05	0.36	[●]
	October 29, 2014	Bonus Issue(2)	29,416,020	Other than Cash	10	-	9.46	[●]
	Total		32,357,622				10.41	[●]

Name of the Selling Shareholder	Date of allotment	Nature of allotment	No. of Equity Shares	Nature of consideration	Face value per Equity Share (₹)	Issue Price per Equity Share	Percentage of the pre-Issue capital (%)	Percentage of the post-Issue capital (%)
Norwest	September 23, 2010	Preferential allotment pursuant to the Investor Subscription Agreement	1,810,502	Cash	10	828.50	0.58	[●]
	October 22, 2014	Conversion of Investor CCCPS[(1)]	1,131,100	-	10	442.05	0.36	[●]
	October 29, 2014	Bonus Issue[(2)]	29,416,020	Other than Cash	10	-	9.46	[●]
	Total		32,357,622				10.41	[●]

(1) *Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement. Our Company considered a nominal value of ₹ 10 for each such Equity Share so issued on conversion and accordingly accounted for a share premium of ₹ 432.05 per Equity Share aggregating to ₹ 977,383,510. Upon the bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the effective price per Equity Share would be ₹ 44.21.*

(2) *Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, undertaken through the capitalisation of the general reserve and securities premium account.*

6. **Shareholding Pattern of our Company**

The table below presents the shareholding pattern of our Company as on the date of filing of this Red Herring Prospectus and as adjusted for the Issue:

Category Code	Category of Shareholder	Number of Shareholders	Pre-Issue				Post-Issue				Pre-Issue		Post-Issue	
			Total Number of Shares	Number of Shares held in Dematerialised form	Total Shareholding as a percentage of total number of shares*		Total Number of Shares	Number of Shares held in Dematerialised form	Total Shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered			
					As a Percentage of (A+B)	As a Percentage of (A+B+C)			As a Percentage of (A+B)	As a Percentage of (A+B+C)	No. of Shares	As a Percentage	No. of Shares	As a Percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)					(VIII)	(IX)= (VIII)/(IV)*100		
(A)	**Promoter and Promoter Group**													
1	**Indian**													
(a)	Individual / HUF[(1)]	3	2,134,220	2,134,220	0.69	0.69	[●]	[●]	[●]	[●]	1,804,220	84.54	[●]	[●]
(b)	Central / State Government(s)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(c)	Bodies Corporate	1	240,733,427	240,733,427	77.42	77.42	[●]	[●]	[●]	[●]	7,79,46,181	32.38		
(d)	Financial Institutions / Banks	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(e)	Any Others (Specify)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
	Sub Total (A)(1):	4	242,867,647	242,867,647	78.10	78.10	[●]	[●]	[●]	[●]	79,750,401	32.84	[●]	[●]
2	**Foreign**													
(a)	Individual(Non-Resident Individuals / Foreign Individuals)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(b)	Bodies Corporate	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(c)	Institutions	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(d)	Qualified Foreign Investor	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-		
(e)	Any Others (Specify)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-		
	Sub Total (A)(2):	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
	Total Shareholding of Promoter and Promoter Group (A)=(A)(1) + (A)(2)	4	242,867,647	242,867,647	78.10	78.10	[●]	[●]	[●]	[●]	79,750,401	32.84	[●]	[●]
(B) Public shareholding														
1	**Institutions**													
(a)	Mutual Funds / UTI	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(b)	Financial Institutions / Banks	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(c)	Central / State	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]

Category Code	Category of Shareholder	Number of Shareholders	Pre-Issue				Post-Issue				Pre-Issue		Post-Issue	
			Total Number of Shares	Number of Shares held in Dematerialised form	Total Shareholding as a percentage of total number of shares*		Total Number of Shares	Number of Shares held in Dematerialised form	Total Shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered			
					As a Percentage of (A+B)	As a Percentage of (A+B+C)			As a Percentage of (A+B)	As a Percentage of (A+B+C)	No. of Shares	As a Percentage	No. of Shares	As a Percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)					(VIII)	(IX)= (VIII)/(IV)*100		
	Government(s)													
(d)	Venture Capital Funds	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(e)	Insurance Companies	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(f)	Foreign Institutional Investors	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(g)	Foreign Venture Capital Investors	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-		
(h)	Qualified Foreign Investor	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(I)	Others (Specify)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-		
	Sub Total (B)(1):	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
B 2.	**Non-Institutions**												[●]	[●]
(a)	Bodies Corporate	2	64,715,244	64,715,244	20.81	20.81	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(b)	Individual												[●]	[●]
(i)	Individual Shareholders Holding Nominal Share Capital up to ₹ 1 lakh	5	26,010	26,000	0.01	0.01	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(ii)	Individual Shareholders Holding Nominal Share Capital in excess of ₹ 1 lakh	40	3,354,180	33,32,180	1.07	1.07	[●]	[●]	[●]	[●]	1,100,000	32.79	[●]	[●]
(c)	Qualified Foreign Investor	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(d)	Any Others (Specify)	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
	Sub Total (B)(2):	47	68,095,434	68,073,424	21.90	21.90	[●]	[●]	[●]	[●]	1,100,000	1.62	[●]	[●]
	Total (B)=(B)(1) + (B)(2)	47	68,095,434	68,073,424	21.90	21.90	[●]	[●]	[●]	[●]	1,100,000	1.62	[●]	[●]
	Total (A) + (B)	51	310,963,081	310,941,071	100.00	100.00	[●]	[●]	[●]	[●]	80,850,401	26.00	[●]	[●]
(C)	**Shares held by Custodians and against which Depository Receipts have been issued**	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	-	-	[●]	[●]
(i)	Promoter and Promoter Group	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	Nil	Nil	[●]	[●]
(ii)	Public	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	Nil	Nil	[●]	[●]
	Total (A) + (B) + (C)	51	310,963,081	310,941,071	100.00	100.00	[●]	[●]	[●]	[●]	80,850,401	26.00	[●]	[●]
(D)	**Public pursuant to the Issue**	Nil	Nil	Nil	Nil	Nil	[●]	[●]	[●]	[●]	Nil	Nil	[●]	[●]
	Grand Total (A)+(B)+(C)+(D)	51	310,963,081	310,941,071	100.00	100.00	[●]	[●]	[●]	[●]	80,850,401	26.00	[●]	[●]

(1) This does not include joint shareholding where the Promoter or members of the Promoter Group are not first holders.

7. The list of public shareholders of our Company holding more than 1% of the pre-Issue paid up capital of our Company is as follows:

S. No.	Name of the Shareholder	Pre-Issue		Post-Issue	
		No. of Equity Shares	Percentage (%)	No. of Equity Shares	Percentage (%)
1.	Xander	32,357,622	10.41	[●]	[●]
2.	Norwest	32,357,622	10.41	[●]	[●]
Total		**64,715,244**	**20.81**	[●]	[●]

8. The list of top 10 shareholders of our Company and the number of Equity Shares held by them as on the date of filing, 10 days before the date of filing and two years prior the date of filing of this Red Herring Prospectus are set forth below:

(a) The top 10 shareholders of our Company as on the date of filing of this Red Herring Prospectus are as follows:

S. No.	Name of the Shareholder	Pre-Issue		Post-Issue	
		No. of Equity Shares	Percentage (%)	No. of Equity Shares	Percentage (%)
1.	SEL	240,733,427	77.42	[●]	[●]
2.	Xander	32,357,622	10.41	[●]	[●]
3.	Norwest	32,357,622	10.41	[●]	[●]
4.	Vishnubhai M. Patel(1)	1,100,110	0.35	[●]	[●]
5.	Shashin V. Patel	704,110	0.23	[●]	[●]
6.	Vikram Rasiklal Patel(2)	550,000	0.18	[●]	[●]
7.	Vasistha Patel(3)	550,000	0.18	[●]	[●]
8.	Girish N. Patel(4)	478,600	0.15	[●]	[●]
9.	Nitinkumar R. Patel	396,110	0.13	[●]	[●]
10.	Rajeshree Vishnubhai Patel(5)	330,000	0.11	[●]	[●]
Total		**3,09,557,601**	**99.54**	[●]	[●]

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Bhavnaben V. Patel / Vishnubhai M. Patel.*

(3) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

(4) *Jointly held with Mamtaben G. Patel.*

(5) *Jointly held with Vishnubhai M. Patel.*

(b) The top 10 shareholders of our Company 10 days prior to the date of filing of this Red Herring Prospectus are as follows:

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	SEL	240,733,427	77.42
2.	Xander	32,357,622	10.41
3.	Norwest	32,357,622	10.41
4.	Vishnubhai M. Patel(1)	1,100,110	0.35
5.	Shashin V. Patel	704,110	0.23
6.	Vikram Rasiklal Patel(2)	550,000	0.18
7.	Vasistha Patel(3)	550,000	0.18
8.	Girish N. Patel(4)	478,600	0.15
9.	Nitinkumar R. Patel	396,110	0.13
10.	Rajeshree Vishnubhai Patel(5)	330,000	0.11
Total		**3,09,557,601**	**99.54**

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Bhavnaben V. Patel / Vishnubhai M. Patel.*

(3) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

(4) *Jointly held with Mamtaben G. Patel.*

(5) *Jointly held with Vishnubhai M. Patel.*

(c) The top 10 shareholders of our Company two years prior to the date of filing of this Red Herring Prospectus are as follows:

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	SEL	21,884,856	84.15
2.	Xander	1,810,502	6.96
3.	Norwest	1,810,502	6.96
4.	Vishnubhai M. Patel(1)	100,010	0.38
5.	Shashin V. Patel	64,010	0.25
6.	Vikram Rasiklal Patel(2)	50,000	0.19
7.	Vasistha Patel(3)	50,000	0.19
8.	Girish N. Patel	40,010	0.15
9.	Nitinkumar R. Patel	36,010	0.14
10.	Rajeshree Vishnubhai Patel(4)	30,000	0.12
Total		**25,875,900**	**99.50**

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Bhavnaben V. Patel / Vishnubhai M. Patel.*

(3) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

(4) *Jointly held with Vishnubhai M. Patel.*

9. **Details of the Equity Shares held by our Directors**

Set out below are details of the Equity Shares held by our Directors in our Company:

S. No.	Name	No. of Equity Shares	Pre-Issue (%)	Post-Issue (%)
1.	Vishnubhai M. Patel(1)	1,100,110	0.35	[●]
2.	Shashin V. Patel	704,110	0.23	[●]
3.	Vasistha Patel(2)	550,000	0.18	[●]
4.	Nitinkumar R. Patel	396,110	0.13	[●]

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

10. Other than the preferential allotment made to SEL on October 25, 2012 and allotment made pursuant to the bonus issue to SEL on October 29, 2014, none of our Promoters, Promoter Group or Directors have purchased/subscribed or sold any securities of our Company within three years immediately preceding the date of filing this Red Herring Prospectus with the SEBI which in aggregate is equal to or greater than 1% of pre-Issue capital of our Company.

11. [●] Equity Shares aggregating up to ₹ 250 million constituting [●]% of the Issue, have been reserved for allocation to Eligible Employees bidding in the Employee Reservation Portion, subject to valid Bids being received at or above Issue Price and subject to a maximum Bid Amount by each Eligible Employee not exceeding ₹ 200,000. Only Eligible Employees bidding in the Employee Reservation Portion are eligible to apply in the Issue under the Employee Reservation Portion on a competitive basis. Bids by Eligible Employees bidding in the Employee Reservation Portion could also be made in the Net Issue and such Bids would not be treated as multiple Bids. The Employee Reservation Portion would not exceed 5% of the post-Issue capital of our Company.

12. Our Company does not have an employee stock option plan.

13. As on the date of this Red Herring Prospectus, the BRLMs and their respective associates do not hold any Equity Shares in our Company.

14. As on the date of this Red Herring Prospectus, our Company has not allotted any Equity Shares pursuant to any scheme approved under Sections 391 to 394 of the Companies Act, 1956.

15. **Details of the Equity Shares held by the directors of SEL**

Set out below are details of the Equity Shares held by the directors of SEL, our corporate Promoter:

S. No.	Name	No. of Equity Shares	Pre-Issue (%)	Post-Issue (%)
1.	Vishnubhai M. Patel(1)	1,100,110	0.35	[●]
2.	Shashin V. Patel	704,110	0.23	[●]
3.	Vikram Rasiklal Patel(2)	550,000	0.18	[●]
4.	Vasistha Patel(3)	550,000	0.18	[●]
5.	Nitinkumar R. Patel	396,110	0.13	[●]

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Bhavnaben V. Patel / Vishnubhai M. Patel.*

(3) *Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

16. As of the date of this Red Herring Prospectus, other than the allotments made on (i) October 22, 2014 pursuant to conversion of the Investor CCCPS and SEL CCDs; and (ii) October 29, 2014 pursuant to bonus issue, no Equity Shares have been issued by our Company at a price that may be lower than the Issue Price during the last one year:

Name of allottee	Date of allotment	No. of equity shares	Issue price (₹)	Reason
Xander	October 22, 2014	1,131,100	442.05	Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement.
Norwest	October 22, 2014	1,131,100	442.05	
SEL	October 22, 2014	1	-	Conversion of SEL CCDs.
Shareholders of our Company including the Promoter and certain members of the Promoter Group	October 29, 2014	282,693,710	-	Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders, undertaken through the capitalisation of the general reserve and securities premium account.

17. None of the members of the Promoter Group, or our Directors or the Directors of our Corporate Promoter and their relatives have purchased or sold any Equity Shares of our Company or the equity shares of any our Subsidiaries, during the period of six months immediately preceding the date of filing of the Draft Red Herring Prospectus till the date of filing of this Red Herring Prospectus, except for the following:

Company/ Subsidiary	Transferor	Transferee	Date	Number of Securities	Price per Security
Our Company	Rahulkumar	Girish N. Patel and Mamtaben Patel	November 28, 2014	11,000	2.27*
Our Company	Girish N. Patel	Girish N. Patel Mamtaben Patel	July 27, 2015	440,100	-

Company/ Subsidiary	Transferor	Transferee	Date	Number of Securities	Price per Security
NSEL	SEL	Our Company	August 12, 2015**	14,399,800	10***

** Total consideration is ₹25,000.*

*** The pledge created on certain equity shares of NSEL held by SEL was released prior to such transfer.*

**** Total consideration is ₹143,998,000.*

18. As of the date of the filing of this Red Herring Prospectus, the total number of Shareholders of our Company is 51.

19. Neither our Company nor any of our Directors have entered into any buy-back and/or standby arrangements or any safety net facility for purchase of Equity Shares from any person. Further, the BRLMs have not made any buy-back and/or standby arrangements or any safety net facility for purchase of Equity Shares from any person.

20. Our Company shall Allot at least 75% of the Net Issue to QIBs on a proportionate basis, provided that our Company may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis. 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only and the remaining QIB Portion shall be available for allocation on a proportionate basis to the QIB Bidders (other than Anchor Investors) including Mutual Funds subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue will be available for allocation to Retail Individual Bidders in accordance with the SEBI Regulations, subject to valid Bids being received from them at or above the Issue Price. Under-subscription, if any, in any category, except in the QIB category, would be allowed to be met with spill over from any other category or a combination of categories at the discretion of our Company, in consultation with the BRLMs and the Designated Stock Exchange. At least 75% of the Net Issue shall be Allotted to QIBs, and in the event that at least 75% of the Net Issue cannot be Allotted to QIBs, the entire application money shall be refunded forthwith. Under-subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue portion.

21. There are no outstanding warrants, options or rights to convert debentures, loans or other instruments into the Equity Shares as on the date of this Red Herring Prospectus.

22. Our Company has not issued any Equity Shares out of revaluation reserves.

23. All Equity Shares issued pursuant to the Issue will be fully paid up at the time of Allotment and there are no partly paid up Equity Shares as on the date of this Red Herring Prospectus.

24. Any oversubscription to the extent of 10% of the Net Issue can be retained for the purposes of rounding off to the nearer multiple of minimum allotment lot.

25. Our Promoters, Promoter Group and Subsidiaries will not participate in the Issue.

26. There have been no financial arrangements whereby our Promoter Group, our Directors and their relatives have financed the purchase by any other person of securities of our Company, other than in the normal course of the business of the financing entity during a period of six months preceding the date of filing of the Draft Red Herring Prospectus.

27. Our Company presently does not intend or propose to alter its capital structure for a period of six months from the Bid/Issue Opening Date, by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether on a preferential basis or by way of issue of bonus shares or on a rights basis or by way of further public issue of Equity Shares or qualified

institutions placements or otherwise. However, if our Company enters into acquisitions, joint ventures or other arrangements, our Company may, subject to necessary approvals, consider raising additional capital to fund such activity or use of Equity Shares as consideration for acquisitions or participations in such joint ventures.

28. There will be no further issue of Equity Shares whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from filing of this Red Herring Prospectus with SEBI until the Equity Shares have been listed on the Stock Exchanges.

29. There shall be only one denomination of the Equity Shares, unless otherwise permitted by law. Our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

OBJECTS OF THE ISSUE

The Issue comprises of a Fresh Issue and an Offer for Sale.

Offer for Sale

The Selling Shareholders will be entitled to the proceeds of the Offer for Sale net of their proportion of Issue related expenses. Our Company will not receive any proceeds from the Offer for Sale. Other than the listing fees which shall be borne by our Company, the expenses in relation to the Issue will be borne by our Company and the Selling Shareholders in proportion to the Equity Shares contributed to the Issue.

Fresh Issue

Our Company proposes to utilise the Net Proceeds from the Fresh Issue towards funding of the following objects:

1. Repayment/pre-payment, in full or part, of certain loans availed by our Company from ICICI Bank Limited and SEL, our corporate Promoter;

2. Equity investment and advancing of sub-ordinate debt to our subsidiary, SUTPL, for part financing of the SUTPL Project; and

3. General corporate purposes.

The main objects set out in the Memorandum of Association enable us to undertake our existing activities. The loans availed by our Company which are proposed to be repaid / pre-paid, in full or part, and equity investment and advancing of sub-ordinate debt to our subsidiary from Net Proceeds of the Issue, are for activities carried out as enabled by the objects clause of the memorandum of association of our Company and of our relevant Subsidiaries.

Fresh Issue Proceeds

The details of the Fresh Issue proceeds are set forth in the following table:

Particulars	Amount (in ₹ million)
Gross proceeds of the Fresh Issue	Up to 4,250.00
(Less) Fresh Issue related expenses*	[●]
Net Proceeds of the Fresh Issue*	[●]

**To be finalised upon determination of the Issue Price.*

Requirement of Funds and Utilisation of Net Proceeds

The proposed utilisation of the Net Proceeds is set forth in the table below:

Particulars	Amount (in ₹ million)
Repayment / pre-payment, in full or part, of certain loans availed by our Company	
(i) Repayment of rupee loan facility from ICICI Bank Limited	1,800.00
(ii) Part repayment of unsecured loans from SEL, our corporate Promoter	848.40
Sub-Total	**2,648.40**
Equity investment and advancing of sub-ordinate debt to our subsidiary, SUTPL, for part financing of the SUTPL Project	820.00
General corporate purposes*	[●]
Total	[●]

**To be finalised upon determination of the Issue Price.*

The fund requirements for the objects are based on internal management estimates and have not been appraised by any bank or financial institution.

Schedule of Deployment

We propose to deploy the Net Proceeds for the aforesaid purposes in accordance with the estimated schedule of implementation and deployment of funds set forth in the table below.

(in ₹ million)

Particulars	Amount proposed to be funded from the Net Proceeds to be utilized in the Financial Year 2016
Repayment / pre-payment, in full or part, of certain loans availed by our Company	
(i) Repayment of rupee loan facility from ICICI Bank Limited	1,800.00
(ii) Part repayment / pre-payment of unsecured loans from SEL, our corporate Promoter	848.40
Equity investment and advancing of sub-ordinate debt to our subsidiary, SUTPL, for part financing of the SUTPL Project	820.00
General corporate purposes[2]	[●]
Total	[●]

[1] *To be determined on the basis of reset date under the terms of the ICICI Facility (as defined hereinafter) to ensure that the pre-payment premium under the ICICI Facility is not applicable on pre-payment of outstanding amount under the ICICI Facility (as defined hereinafter).*

[2] *To be finalised upon determination of the Issue Price.*

As indicated above, our Company proposes to deploy the entire Net Proceeds towards the objects as described herein during Financial Year 2016. However, if the Net Proceeds are not completely utilised for the objects stated above by the Financial Year 2016 due to factors such as (i) economic and business conditions; (ii) increased competition; (iii) delay in completion of construction of the project; (iv) any conditions attached to the borrowings restricting our ability to prepay the borrowings and time taken to fulfill, or obtain waivers for fulfillment of, such requirements, (v) terms and conditions of consents and waivers received from lenders for pre-payment, (vi) levy of any pre-payment penalties or premiums and the quantum thereof, (vii) timely completion of the Issue, market conditions outside the control of our Company or SUTPL and its management; and (viii) other commercial considerations such as interest rate, tenor of the debt and availability of alternate financial resources; the same would be utilised (in part or full) in the Financial Year 2017 or a subsequent period as may be determined by our Company in accordance with applicable law.

The funds deployment described herein is based on management estimates, current circumstances of our business and the prevailing market conditions. The funds deployment described herein has not been appraised by any bank or financial institution. We may have to revise our funding requirements and deployment on account of a variety of factors such as our financial condition, business and strategy, including external factors which may not be within the control of our management. This may entail rescheduling and revising the planned funding requirements and deployment and increasing or decreasing the funding requirements from the planned funding requirements at the discretion of our management. For further details, see "Risk Factors – Our Company will not receive any proceeds from the Offer for Sale portion and our Company's management will have the flexibility in utilising the Net Proceeds" on pages 42 to 43.

Details of the Objects of the Issue

The details in relation to objects of the Issue are set forth below.

1. Repayment / pre-payment, in full or part, of certain loans availed by our Company

Our Company has entered into certain financing arrangements with, *inter alia*, various banks/ financial institutions and SEL, our corporate Promoter. For details of our debt financing arrangements, see "Financial Indebtedness" on pages 450 to 458.

Our Company proposes to utilize an estimated amount of ₹ 2,648.40 million from the Net Proceeds towards repayment / pre-payment, of certain loans availed by our Company. We believe that such repayment / pre-payment will help reduce our outstanding indebtedness and debt servicing costs and enable utilization of our accruals for further investment in our business growth and expansion. In addition, we believe that this would improve our ability to raise further resources in the future to fund our potential business development opportunities. The details of the outstanding loans proposed to be repaid/pre-paid from the Net Proceeds are set out below:

(a) Rupee loan facility from ICICI Bank Limited:

Our Company has availed a Rupee loan facility of ₹ 1,800.00 million from ICICI Bank Limited ("ICICI") pursuant to the Rupee loan agreement dated September 26, 2009 (the "ICICI Facility") for the purpose of (i) subscription to optionally convertible redeemable preference shares and/or redeemable preference shares issued by certain of the project companies including ARRIL, AJTL, DPTL, MBCPNL, MNEL, NSEL and other infrastructure projects won by our Company and/or SEL and designated as project company by the agent of ICICI; (ii) infusing sub-debt in the project companies of our Company for part financing of the cost of projects undertaken by the project companies of our Company; and / or (iii) meeting other requirements of our Company such as operation and maintenance costs, margin for purchasing of capital equipment, investment in setting up of operation and maintenance base, and cash deposits for projects and / or the project companies.

Rationale for repayment of ICICI Facility

In terms of the ICICI Facility, our Company is under an obligation to utilize any amount received from its initial public offering for prepaying or liquidating the outstanding dues of ICICI under the ICICI Facility. Accordingly, pursuant to this obligation our Company proposes to utilize the Net Proceeds from the Fresh Issue towards repayment of the ICICI Facility.As of May 31, 2015, our Company had utilised entire facility of ₹ 1,800.00 million availed under the ICICI Facility. The details of the utilisation of the ICICI Facility by our Company as of May 31, 2015 have been set out below*:

Name of the Company	Purpose	Amount utilised (in ₹ million)
MBCPNL	Subordinated debt advanced by our Company(1)	950.00
DPTL	Subordinated debt advanced by our Company(2)	850.00

** As certified by A.D. Brahmbhatt & Co., Chartered Accountants vide its certificate dated August 19, 2015.*

(1) In terms of the Sponsor Support and Equity Contribution Agreement dated February 3, 2010 between SEL, our Company, MBCPNL, ITS and ICICI subordinate debt has been provided on terms and conditions including, inter alia,that SEL and our Company prior to initial drawdown date (as defined in the Sponsor Support and Equity Contribution Agreement) shall contribute an aggregate amount of ₹ 855.8 million to MBCPNL by way of subscription of shares, subscription to equity like instruments or subordinate debt. Prior to the drawdown under the facility, SEL and our Company are required to ensure that debt to equity does not exceed 80:20 and SEL and our Company shall bring in equity upon issue of notice by lenders or MBCPNL for the purposes of maintaining this ratio. SEL and our Company are also required to contribute equity in MBCPNL until COD upon receipt of notice of cost overrun. SEL and our Company shall comply with their obligation until the final settlement date.

(2) In terms of the Common Loan Agreement dated December 18, 2009 between DPTL, AB, BOB, CorpB, IIFCL, DB, IOB, OBC, PNB, State Bank of Bikaner and Jaipur, State Bank of Indore, State Bank of Patiala, Syndicate Bank and SBICap Trustee Company Limited and the Equity Subscription and Subordinated Loan Agreement dated December 18, 2009 between SEL, our Company, DPTL, HCC, JLI, HCC Infrastructure and JLIM subordinate loan has been provided on the terms including inter alia that the total subordinated loan requirement of ₹ 2,840 million (being 80 per cent of the total DPTL project equity of ₹ 3,550 million) shall be contributed in the proportion of 60 per cent for HCC and HCC Infrastructure, 40 per cent for SEL and our Company as set out in Clause 4.1 of the Equity Subscription and Subordination Loan Agreement; HCC, JLI and SEL shall ensure that the debt to equity ratio of DPTL does not exceed 3:1; additional subordinate loan shall be provided to DPTL to meet any

shortfall arising as a result of cost overrun and/or any other shortfall for completion of the construction of the Project Highway (as defined in Equity Subscription and Subordination Loan Agreement); the repayment/ redemption of subordinate loan provided by HCC, JLI and SEL shall be subordinate to all principal amounts outstanding under the Equity Subscription and Subordination Loan Agreement; terms and conditions of the subordinate debt may be mutually agreed upon between parties subject to compliance with financing documents and applicable laws. For details in relation to interest accrued by DPTL for subordinate loans, for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011, see "Financial Statements" from page 353.

The other relevant terms of the ICICI Facility and the proposed repayment from the Objects of the Issue are set out below.

<table>
<tr><th>Particulars</th><th>Details</th></tr>
<tr><td>Amount sanctioned</td><td>₹ 1,800.00 million</td></tr>
<tr><td>Amount outstanding as on May 31, 2015</td><td>₹ 1,800.00 million(1)</td></tr>
<tr><td>Amount proposed to be prepaid out of the Net Proceeds:</td><td>₹ 1,800.00 million</td></tr>
<tr><td>Rate of Interest (per annum): (2)</td><td>Sum of I-Base and "spread" per annum plus applicable interest tax or other statutory levy, if any, on the principal amount of the loan remaining outstanding each day.(3)</td></tr>
<tr><td>Repayment Date / Schedule</td><td>Repayment in four structured and unequal instalments, with the repayment date being the last day of the last month for each instalment as set out in the repayment schedule in the ICICI Facility and the last date of repayment being the last day of 84 months from the date of first disbursement being March 6, 2012. The repayment schedule under the ICICI Facility provides the following:

<table>
<tr><th>Repayment Date from and including the first date of disbursement</th><th>Portion of Outstanding Loan</th></tr>
<tr><td>48 months</td><td>20%</td></tr>
<tr><td>60 months</td><td>25%</td></tr>
<tr><td>72 months</td><td>25%</td></tr>
<tr><td>84 months</td><td>30%</td></tr>
<tr><td>Total</td><td>100%</td></tr>
</table></td></tr>
<tr><td>Pre-payment Penalty</td><td>In terms of the ICICI Facility, our Company is required to utilize any amount received from the initial public offering of our Company for prepaying or liquidating the outstanding dues of ICICI under the ICICI Facility. Amounts prepaid shall be paid pro-rata to principal repayments and prepayment premium as prescribed under the ICICI Facility shall not be applicable in the event of such mandatory prepayment if the prepayment is made on reset dates(4) (5).

Our Company has the option to prepay the ICICI Facility without any</td></tr>
</table>

Particulars	Details
	pre-payment penalty within 45 days of such reset of "spread" provided an irrevocable notice to prepay the ICICI Facility has been given by our Company within 15 days of such reset of "spread". Except the above, our Company will be required to pay a pre-payment premium of 1.0% on principal amount of the ICICI Facility prepaid subject to our Company giving at least 15 days prior written notice of the same to ICICI.

(1) *This indicates principal amount outstanding as of May 31, 2015. As certified by A.D. Brahmbhatt & Co., Chartered Accountants vide its certificate dated August 19, 2015. Further, A.D. Brahmbhatt & Co., Chartered Accountants, by way of certificate dated August 19, 2015, have confirmed that these borrowings have been utilized for the purposes for which they were availed.*

(2) *In terms of the ICICI Facility as amended by the Letter of Intent dated March 2, 2012 (the "LoI").*

(3) *The "spread" is as communicated by ICICI periodically. The interest rate would change effective from the day ICICI revises I-Base. As on the date of the LoI, the I-Base was 10% and spread was 3.50%. The applicable rate as on the date of the LoI was 13.50% per annum, payable monthly. The "spread" shall be reset on date falling at the end of 12 months from the date of first disbursement and thereafter at the end of every 12 months from the date of preceding "spread" reset. Any change in the applicable rate as aforesaid pursuant to a change in I-Base would be effective from the date of such change in I-Base.*

(4) *In terms of the ICICI Facility, "reset date" is the date falling at the end of 12 months from the date of first disbursement of the ICICI Facility and thereafter the date falling at the end of 12 months from the last reset date, as the case may be.*

(5) *ICICI, through its letter dated November 5, 2014, has granted consent to our Company for prepayment of the ICICI Facility by utilising the proceeds of the Issue subject to the condition that an irrevocable notice for prepayment be submitted to ICICI at least 30 days prior to the proposed prepayment date.*

As indicated in the table above, the ICICI Facility availed by our Company stipulates levy of pre-payment penalties, which is applicable if pre-payment is made on dates other than the reset date as specified in the ICICI Facility. Our Company will take such provisions into consideration while deciding the repayment of ICICI Facility. Payment of such pre-payment penalty, if any, shall be made out of the Net Proceeds of the Issue. In the event that the Net Proceeds of the Issue are not sufficient for the said payment of pre-payment penalty, such payment shall be made from the internal accruals of our Company.

(b) Part repayment/pre-payment of unsecured loans from Promoters

Our Company has, from time to time, availed unsecured loans (short term) from SEL, our corporate Promoter. Our Company has entered into a memorandum of understanding dated December 1, 2011 with SEL as amended by the memorandum of understandings dated April 1, 2013, December 20, 2014 and the agreement dated October 22, 2014 (the "SEL Facility") whereby SEL agreed to advance a financial facility of ₹ 10,000 million to our Company for the purpose of meeting working capital requirements for project management business and in particular the operations and maintenance of the road projects and for implementation of various BOT projects. Pursuant to the agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.6 million as a part of the SEL Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014 due to certain value adjustments required to be carried out under the Investor Shareholders Agreement.

Rationale for part repayment /pre-payment of unsecured loans from Promoters

Our Company does not intend to repay the loan of ₹ 779.56 million as the same is an interest-free loan and this loan is repayable after the completion of a period of 11 years starting from October 22, 2014. Accordingly, given that this loan is an interest free loan obtained for a long term, our Company believes that it is not a commercially feasible option to repay the loan prior to the repayment schedule.

Further, in addition to the ICICI Facility and the SEL Facility as disclosed in "Financial Indebtedness" from pages 450 to 452 and 454 to 456, our Company has availed loans or issued debentures in favour of, or from (i) IL&FS (the "IL&FS Loan"), (ii) KMB (the "KMB Loan"), (iii) DTC (the "DTC Loan"), (iv) HDFC Corporate Debt Opportunities Fund, HDFC Short Term Plan and HDFC High Interest Fund Short Term Plan and several persons who are for the time being and who may from time to time become the holders of the debentures and whose names are entered in the register of debenture-holders (the "GDA Facility") and (v) ICICI Prudential Regular Savings Plan, ICICI Prudential Fixed Maturity Plan Series 75-1246 Days Plan U, ICICI Prudential Asset Management Company Limited Account and ICICI Prudential Mutual Fund – ICICI Prudential Regular Saving Fund (the "IDBI Facility").

In terms of the IL&FS Loan, our Company is not permitted to prepay or redeem the debentures prior to their scheduled term without obtaining the prior approval of the debenture trustee and accordingly, the same is not proposed to be repaid from the Net Proceeds. Further, in terms of the IDBI Facility and the GDA Facility, certain debenture holders have the option of requiring our Company to redeem debentures (in whole or in part) held by it after a specified period (at least after three years) from the deemed date of allotment. Accordingly, there is a specific stipulation by the parties under the GDA Facility and the IDBI Facility for prepayment by our Company and these loans do not contemplate voluntary prepayment of the loans by our Company. Further, the KMB Loan is a short-term loan where the tenor of the facility is a maximum of 90 days and accordingly, the same is not proposed to be repaid from the Net Proceeds.

In addition, considering the financing plan of our Company and as disclosed from pages 456 to 458, the GDA Facility and the IDBI Facility have been availed by our Company in the recent past, and the debenture trust deeds were executed on January 1, 2015 and February 25, 2015, respectively. Further, the debentures issued under these loans are to be redeemed in tranches between Financial Years 2019 and 2021 and are, accordingly, long-term in nature. The proposed utilization of the GDA Facility is for refinancing of existing debt and the proposed utilization of IDBI Facility is to refinance debt and provide for long-term working capital, sub-debt investments in subsidiaries of our Company and for acquisition of equity shares of HYTPL, ARRIL and DPTL. Our Company has also incurred certain costs in availing these loans accounting for long term usage of these loans. Accordingly, our Company believes that the repayment of these loans prior to the respective repayment schedule would not be commercially viable.

Further, under the terms of the SEL Facility, SEL has a right to recall the outstanding loan at any time. Given this, our Company has preferred to repay a portion of the SEL Facility. Further the DTC Loan, which is also repayable on demand, is an interest free loan as disclosed on page 456. Accordingly, our Company believes that it is commercially viable to repay the SEL Facility.

In addition, under the loan agreements entered into by our Subsidiaries, unless certain conditions are satisfied, a premium or penalty will be applicable if the relevant Subsidiary makes a prepayment of any of their respective loans. Further, typically under loan agreements entered into by our Subsidiaries, once the loan amount has been prepaid, the said amount cannot be subsequently re-borrowed under the same loan agreement. In addition, our Company believes that as the loans have been availed by our Subsidiaries for the financing / part financing of the relevant projects undertaken by our Subsidiaries and the repayment of these loans are typically linked to income generated from these projects, our Company believes that such loans shall be repaid from the income generated from the relevant projects. Accordingly, our Company does not propose to repay the loans availed by our Subsidiaries by way of utilization of Net Proceeds.

In light of the above, our Company believes that the repayment of SEL Facility is a commercially feasible option and accordingly, our Company believes that the repayment of the SEL Facility does not give rise to any conflict of interest.

As of May 31, 2015, our Company had utilised ₹ 6,154.17 million out of the total SEL Facility. The details of the utilisation of the SEL Facility by our Company as of May 31, 2015 in relation to the project SPVs have been set out below*:

Name of the Company	Purpose	Ultimate purpose of utilisation	Amount utilised (in ₹ million)
AJTL	Loan advanced by our Company to AJTL under the terms of the Memorandum of Understanding dated April 1, 2013 (the "AJTL MOU")(1)	Working capital used for the four laning of the Aurangabad Jalna Road (MSH-6) from km 10/400 to km 60/200 (approximately 49.8 km) and Zalta bypass from km 0/00 to km 2/850 (approximately 2.85 km) and Beed bypass from km 292/500 to km 305/650 (approximately 13.15 km) in Maharashtra. For further details on AJTL Project, see "Business – Completed Road BOT Projects – AJTL Project" on pages 216 and 217.	247.19
BRTPL	Loan advanced by our Company to BRTPL under the terms of the Memorandum of Understanding dated November 22, 2014 (the "BRTPL MOU") (2)	Project expenditure used for the four laning of Rajsamand – Bhilwara section of NH – 758 from km 0.00 to km 87.25 (approximately 87.25 km) in Rajasthan under NHDP Phase IV. For further details, see "Business – Completed Road BOT Projects – BRTPL Project" from page 222 to 223.	27.68
	Sub-ordinate debt(3)	Project expenditure as explained above and replacement of SEL's sub-ordinate debt	542.74
	Investment in equity share capital	-	45.08
HYTPL	Loan advanced by our Company to HYTPL under the terms of the Memorandum of Understanding dated April 1, 2013 (the "HYTPL MOU")(4)	Working capital for four laning of Hyderabad – Yadgiri section of NH – 202 from km 18.60 to km 54.00 (approximately 35.65 km) in Andhra Pradesh and Telangana under NHDP Phase III. For further details, see "Business – Completed Road BOT Projects – HYTPL Project" from page 217 to 219.	160.74
	Sub-ordinate debt	-	192.70
	Investment in equity share capital	-	69.30
MBCPNL	Loan advanced by our Company to MBCPNL under the terms of the Memorandum of Understanding dated April 1, 2013 (the "MBCPNL MOU")(5)	Project expenditure used for the modernization and computerization of integrated border check posts at 22 locations in Maharashtra and working capital. For further details in relation to MBCPNL Project, see "Business - Road BOT Projects Partially in Operation – MBCPNL Project" from pages 209 to 211.	425.08
NSEL	Loan advanced by our Company to NSEL under the terms of the Memorandum of Understanding dated April 1, 2013 (the "NSEL MOU")(6)	Working capital for four lane divided carriageway from the start of the Seoni Bypass at km 595/925 of NH-7 to MP/MH Border at km 652/0 of NH-7 under NHDP Phase – I. For further details in relation to NSEL Project, see "Business - Road BOT Projects Partially in Operation – NSEL Project" from pages 219 to 220.	23.60
RPTPL	Loan advanced by our Company to RPTPL under the terms of the Memorandum of Understanding dated April 1, 2013 (the "RPTPL MOU")(7)	Project expenditure used for the four laning of Rohtak – Panipat section of NH-71A from km 0.00 (km 63.30 of NH-10) to km. 80.858 (km 83.50 of NH-1) (approximately 80.858 km) in Haryana under NHDP Phase III and working capital. For further details on RPTPL Project, see "Business – Completed Road BOT Projects – RPTPL Project" on pages 212 to 213.	319.30
RHTPL	Loan advanced by our Company to RHTPL under the terms of the	Project expenditure for the four laning of the Rohtak – Hissar section of NH – 10 from km 87.00 to km 170.00 including connecting link from km 87.00 (NH	4.07

Name of the Company	Purpose	Ultimate purpose of utilisation	Amount utilised (in ₹ million)
	Memorandum of Understanding dated November 22, 2014 (the "RHTPL MOU")[8]	– 10) to km 348.00 (NH – 71) (approximately 98.81 km) in Haryana under NHDP Phase III. For further details on RHTPL Project, see "Business – Road BOT Projects Under Development – RHTPL Project" on pages 223, 224 and 225.	
	Sub-ordinate debt[9]	Project expenditure as explained above.	647.99
	Investment in equity share capital	-	28.00
SUTPL	Sub-ordinate debt[10]	Project expenditure for four-lane divided project highway comprising the section of NH-8 commencing from km 177/00 to km 260/100 *i.e.* the Gomati Chauraha to Udaipur section (approximately 79.310 km) in Rajasthan under NHDP Phase IV and replacement of SEL's sub-ordinate debt. For further details on SUTPL Project, see "Business – Road BOT Projects Under Development – SUTPL Project" on pages 220, 221 and 222.	1,244.53
	Investment in equity share capital	-	53.93
ARRIL	Repayment of loan obtained from ARRIL under the terms of the Memorandum of Understanding dated April 1, 2011(the "ARRIL MOU")[11]	-	113.90
	Investment in equity share capital	-	150.00
MBHPL	Loan advanced by our Company[12]	Project expenditure for designing, building, financing, operating, maintaining and transferring of existing state highway (SH 3 and 33) from Malavalli to Pavagada (approximately 193.34 km) in Karnataka on DBFOMT annuity basis. For further details on MBHPL Project, see "Business - Proposed Acquisitions - MBHPL Project" on pages 225 and 226.	29.48
Total			4,325.31

** As certified by A.D. Brahmbhatt & Co., Chartered Accountants vide its certificate dated August 19, 2015.*

(1) Pursuant to the AJTL MOU, our Company has agreed to advance a short-term loan aggregating to ₹1,000 million to AJTL at annual interest rate calculated at the average rate of borrowing of AJTL under its rupee term loan as reduced by 0.50% on unpaid balance. The AJTL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable inter alia on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the AJTL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The AJTL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(2) Pursuant to the BRTPL MOU, our Company has agreed to advance a short-term loan aggregating to ₹500 million to BRTPL at annual interest rate calculated at the average rate of borrowing of BRTPL under its secured rupee term loan as reduced by 0.50%. The BRTPL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the BRTPL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The BRTPL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(3) In terms of Sponsor Support Agreement dated March 22, 2013 between SEL, our Company, BRTPL, ITSL and ICICI subordinate debt has been provided on the terms including, inter alia, that SEL and our Company shall contribute to BRTPL by

way of fully paid up equity shares, preference shares, interest free share application money brought in by SEL and our Company or subordinate debt an aggregate amount of ₹ 1,333.00 million; no interest shall be charged on the amount provided as subordinate debt; SEL and our Company shall ensure that the debt to equity ratio does not exceed 49:51 on the day following the making of drawdown; SEL and our Company shall provide funds to meet any shortfall arising on account of cost overrun and to meet any shortfall in payment of outstanding amounts to the Lenders (as defined in the Common Loan Agreement dated March 22, 2013); any financial support provided by SEL and our Company shall remain at all times subordinate to the outstanding due amount in relation to the obligation of BRTPL to the Lenders (as defined in the Common Loan Agreement dated March 22, 2013) and shall not be due and payable until all rights and claims of the Secured Parties (as defined in the Common Loan Agreement dated March 22, 2013) have been discharged in full and the final settlement date has occurred. The Sponsor Support Agreement does not stipulate specific term or tenure and creation of security is not applicable.

(4) Pursuant to the HYTPL MOU, our Company has agreed to advance a short-term loan aggregating to ₹ 1,000 million to HYTPL at annual interest rate calculated at the average rate of borrowing of HYTPL under its rupee term loan as reduced by 0.50% on unpaid balance. The HYTPL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the HYTPL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The HYTPL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(5) Pursuant to the MBCPNL MOU, our Company has agreed to advance a short-term loan aggregating to ₹ 1,000 million to MBCPNL at annual interest rate calculated at the average rate of borrowing of MBCPNL under its rupee term loan as reduced by 0.50% on unpaid balance. The MBCPNL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the MBCPNL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The MBCPNL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(6) Pursuant to the NSEL MOU, our Company has agreed to advance a short-term loan aggregating to ₹ 1,000 million to NSEL at annual interest rate calculated at the average rate of borrowing of NSEL under its rupee term loan as reduced by 0.50% on unpaid balance. The NSEL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the NSEL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The NSEL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(7) Pursuant to the RPTPL MOU, our Company has agreed to advance a short-term loan aggregating to ₹ 1,000 million to RPTPL at annual interest rate calculated at the average rate of borrowing of RPTPL under its rupee term loan as reduced by 0.50% on unpaid balance. The RPTPL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the RPTPL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The RPTPL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(8) Pursuant to the RHTPL MOU, our Company has agreed to advance a short-term loan aggregating to ₹ 500 million to RHTPL at annual interest rate calculated at the average rate of borrowing of RHTPL under its secured rupee term loan as reduced by 0.50%. The RHTPL MOU does not contemplate collateral security or guarantee. Further, the loan is re-payable on at least a seven day prior demand / call notice from our Company. However, the loan shall become, at the option of our Company, immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the RHTPL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The RHTPL MOU does not stipulate specific term or tenure and shall continue to remain valid till the same is terminated by a notice given by either party.

(9) In terms of Sponsor Support Agreement dated November 9, 2013 between SEL, our Company, and CB, as amended on March 26, 2015, subordinate debt has been provided on the terms including, inter alia, that SEL and our Company shall contribute to RHTPL by way of equity share capital or subordinate debt an aggregate amount of ₹ 0.5 million on the initial drawdown date and ₹ 550.40 million prior to second and immediately succeeding drawdown to the Initial Drawdown Date (as defined in the Common Loan Agreement dated November 9, 2013); SEL and our Company shall ensure that the debt to equity ratio does not exceed 74:26; SEL and our Company to provide subordinate debt to enable RHTPL to maintain an amount equivalent to the aggregate of the amount of interest payable by RHTPL to the lenders for a period of two succeeding quarters from the COD; subordinate debt shall be unsecured; no interest shall be charged on the amount provided as subordinate debt, subordinate debt shall be subordinate to the loan provided vide Common Loan Agreement dated November 9, 2013 as amended; principal amount of the subordinate debt shall not be due and payable by RHTPL until the date on which all the secured obligations under the financial documents entered into in relation to the loan have been discharged. The Sponsor Support Agreement does not stipulate specific term or tenure and creation of security is not applicable.

[10] In terms of Sponsor Support Agreement dated October 11, 2012, as amended on March 4, 2013, between SEL, our Company, SUTPL, ITSL and ICICI subordinate debt has been provided on the terms including, inter alia, that SEL and our Company shall contribute to SUTPL by way of fully paid up equity shares, preference shares, interest free share application money brought in by SEL and our Company or subordinate debt, an aggregate amount of ₹ 3,114.60 million; SEL and our Company shall provide funds to SUTPL for meeting any shortfall in cash flows for meeting the Estimated Project Cost (as defined in the Common Loan Agreement dated September 28, 2012, as amended) including any shortfall arising on account of cost overrun; no interest shall be charged on the amount provided as subordinate debt; SEL and our Company shall not in the event of liquidation of the SUTPL, prove in competition with the Secured Parties as defined in the Common Loan Agreement dated September 28, 2012, as amended, until the final settlement date; SEL and our Company shall not exercise any right under law, to claim any sum outstanding from SUTPL until the final settlement date; any financial support provided by SEL and our Company shall remain at all times subordinate to the outstanding due amount in relation to the obligation of SUTPL to the Lenders (as defined in the Common Loan Agreement dated September 28, 2012, as amended) and shall not be due and payable until all rights and claims of the Secured Parties (as defined in the Common Loan Agreement dated September 28, 2012, as amended) have been discharged in full and the final settlement date has occurred. The Sponsor Support Agreement does not stipulate specific term or tenure and creation of security is not applicable.

[11] Pursuant to the ARRIL MOU, ARRIL had agreed to advance a loan to the tune of ₹500 million to our Company, either in full or in part, at annual interest rate of 9.75% on any unpaid balance. Further, in terms of the ARRIL MOU, payments not made within 5 days of due date is subject to a late charge of 11% on the said payment. The loan shall be provided without any collateral security or guarantee. Our Company shall issue a notice giving atleast seven days period for repayment of the loan in full or in part. However, the loan shall become, at the option of our Company, be immediately due and payable upon the occurrence of (i) failure to make any payment due within three days of the notice period; (ii) breach of any condition provided in the ARRIL MOU; or (iii) upon bankruptcy, or other form of insolvency or if an involuntary petition in bankruptcy or receivership not vacated within 30 days. The ARRIL MOU does not stipulate specific term or tenure and shall continue to remain valid until terminated by a notice given by either party.

[12] In terms of Sponsor Support Agreement dated October 21, 2014, between SEL and KMB, subordinate debt has been provided on the terms including, inter alia, that SEL shall contribute to MBHPL by way of equity contribution, an aggregate amount of ₹ 395.9 million; SEL shall provide funds to support MBHPL including, inter alia, (i) in relation to debt service reserve,(ii) in the non-payment of, or shortfall in payment of, Annuity (as defined in the Concession Agreement dated March 24, 2014), (iii) in the event of delay in receipt of lumpsum payment within a specified period, (iv) any shortfall in (a) the costs of completing the construction of the Project Facility (as defined in Concession Agreement dated March 24, 2014) and (b) maintenance expenditure or routine maintenance expenditure in terms of the Common Facilities Agreement dated October 21, 2014, (v) in the event of automatic reduction of Loan Facility A (as defined in the Common Facilities Agreement dated October 21, 2014) and (vi) to maintain minimum DSCR of 1.05; the subordinate debt shall be unsecured and without recourse to MBHPL, Project Assets (as defined in the Concession Agreement dated March 24, 2014) and Secured Property (as defined in the Common Facilities Agreement dated October 21, 2014); repayment of subordinate debt provided pursuant to (i) automatic reduction of the Loan Facility A and (ii) receipt of lumpsum payments shall not be due until after the First Repayment Date (as defined in the Common Facilities Agreement dated October 21, 2014) and shall be subject to withdrawal from the escrow account as under the Escrow Agreement dated October 21, 2014 and as under the Concession Agreement dated March 24, 2014; subordinate debt contributed in other instances shall be made after compliance with Restricted Payments (as defined in the Common Facilities Agreement dated October 21, 2014); no interest shall be charged on the amount provided as subordinate debt at the rate higher than the applicable interest rate; no winding up or other proceedings shall lie against MBHPLuntil after the final settlement date or expiry of concession period, whichever is later, in respect or for recovery of subordinate debt. The Sponsor Support Agreement does not stipulate specific term or tenure and creation of security is not applicable.

The details of the utilisation of the SEL Facility by our Company as of May 31, 2015 for other purposes have been set out below*:

Purpose	Amount utilised (in ₹ million)
Working capital requirements	1,320.77
Loan to HCC Operations & Maintenance Limited	180.00
Advance to PIPL for acquisition of shares of ARRIL	320.00
Investment in equity share capital of DPTL	8.10
Total	1,828.87

** As certified by A.D. Brahmbhatt & Co., Chartered Accountants vide its certificate dated August 19, 2015.*

The other terms of the SEL Facility and the proposed repayment from the Objects of the Issue are set out below.

Items	Details
Amount sanctioned[1]	₹ 10,000 million

Items	Details
Amount outstanding as on May 31, 2015	₹ 6,154.17 million (including 779.56 million as part of the Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014)(2)
Amount proposed to be prepaid out of the Net Proceeds	₹ 848.40 million
Rate of Interest (per annum)(1)	Annual interest rate of 11% on any unpaid balance
Repayment Date / Schedule(1)	Repayable by our Company on demand/call notice from SEL. SEL may issue a call notice to our Company giving not less than seven days notice for repaying either full or in part the loan amount outstanding on any given day.
Pre-payment Penalty	Pre-payment can be made without any penalty

(1) *Pursuant to the agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.56 million as part of the Facility as unsecured and interest free for a period of 11 years from October 22, 2014.*

(2) *This indicates principal amount outstanding as of May 31, 2015. As certified by A.D. Brahmbhatt & Co., Chartered Accountants vide its certificate dated August 19, 2015. Further, A.D. Brahmbhatt & Co., Chartered Accountants, by way of certificate dated August 19, 2015, have confirmed that these borrowings have been utilized for the purposes for which they were availed. SEL, by way of letter dated October 29, 2014, has accorded its no-objection for utilisation of the SEL Facility towards inter alia long term investment in and implementation of various BOT projects of our Company from the date of execution of memorandum of understanding dated December 1, 2011.*

As per the terms of SEL Facility, our Company may prepay the SEL Facility by way of utilization of Issue proceeds or may repay the SEL Facility upon receipt of demand/call notice from SEL. Pursuant to the agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.6 million as part of the SEL Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014.

Means of Finance

Our Company proposes to meet the entire requirement of funds for the aforesaid object of the Issue from the Net Proceeds. Accordingly, our Company confirms that there is no requirement to make firm arrangements of finance through verifiable means towards at least 75% of the stated means of finance for the aforesaid object, excluding the amount to be raised from the Fresh Issue.

2. Equity investment and advancing of sub-ordinate debt to our Subsidiary, SUTPL, for part financing of the SUTPL Project

We propose to utilise ₹ 820.00 million from the Net Proceeds towards part-financing of the SUTPL Project, which is being developed by the Subsidiary of our Company, SUTPL, on a DBFOT basis, including towards certain obligations imposed on our Company under the SUTPL SSA. We propose to part-finance the SUTPL Project through equity investment in SUTPL for a total amount of ₹ 285.49 million and advancing of sub-ordinate debt to SUTPL for a total amount of ₹ 534.51 million.

The SUTPL Project is a four laned toll project and comprises the stretch from Gomati Chauraha to Udaipur in Rajasthan. The project road is approximately 79.31 km long, and with four lanes will comprise approximately 317.24 lane kms. The scope of work for the SUTPL Project entails construction of a four lane project highway on a DBFOT basis, including construction of a tunnel near Chirwaghat of 0.45 km and an elevated section near Nathdwara of 1.22 km. The project completion date in accordance with the concession agreement is in October 2015.

Pursuant to the concession agreement dated April 18, 2012 (the "SUTPL Concession Agreement"), SUTPL has been granted an exclusive right, license and authority to construct, operate and maintain the SUTPL Project for a period of 27 years commencing from the appointed date (being April 18, 2013) for the SUTPL Project. The scheduled date for completion ("COD") of the SUTPL Project is 910th day from the appointed date being October 14, 2015. For further details, see “Business” from pages 220 to 222.

Estimated Project Cost

In terms of the SUTPL Loan Facility (as defined hereinafter) and as certified by the management of our Company *vide* certificate dated August 17, 2015, the total estimated cost of the SUTPL Project is ₹ 11,514.6 million. The detailed break-up of such estimated cost of development of the SUTPL Project as per the SUTPL Loan Facility (as defined hereinafter) and as certified by the management of our Company *vide* certificate dated August 17, 2015, and the cost incurred towards such development until August 3, 2015 are set forth below.

(in ₹ million)

Particulars	Estimated Expenditure	Application of Funds by SUTPL until August 3, 2015*
EPC cost for road development (as certified by lender’s engineer)	9,750.0	9,118.78
Interest expenses during construction period	1,268.9	901.16
Preliminary and pre-operative expenses and other borrowing costs	247.7	278.11
Investment in	-	
Units of Mutual Funds		21.44
Investment Property - Land		2.08
National Saving Certificates		0.02
Contingency**	248.0	-
Total	**11,514.6**	**10,321.59**

* *The amount incurred by SUTPL until August 3, 2015 as per certificate dated August 13, 2015 from Manubhai & Shah, Chartered Accountant.*

** *Any additional expenditure shall be first adjusted towards contingency.*

Sources of Funds Deployed for the SUTPL Project

The details of sources of funds deployed for the SUTPL Project as of August 3, 2015 are set forth below*.

(in ₹ million)

Sources of Funds	Amount involved
Amount drawn down from the Rupee term loan under the SUTPL Loan Facility	6,107.40
Sub-ordinate debt from our Company	2,086.07
Amount payable towards LC facility under the SUTPL Loan Facility	1,582.85
Equity investment by our Company	337.43
Amount payable to EPC contractor - SEL	
For work executed	173.61
Towards retention money	15.94
Net Working Capital	13.43
Income from	
Gain on sale of mutual funds (net)	4.37
Interest from fixed deposits	0.37
Interest from income tax refund	0.11
Total	**10,321.59**

**The amount incurred by SUTPL until August 3, 2015 as per certificate dated August 13, 2015 from Manubhai & Shah, Chartered Accountant.*

Proposed schedule of implementation under the SUTPL Concession Agreement

The expected schedule of implementation of the development of the SUTPL Project as per the SUTPL Concession Agreement is set out below:

Milestones	Activity to be completed prior to milestones	Estimated date of completion from the appointed date
Project Milestone-I	Commencement of construction of the project highway and expenditure of at least 10% of total SUTPL Project cost	180 days from the appointed date being October 14, 2013
Project Milestone-II	Commencement of construction of all bridges and expenditure of at least 35% of total SUTPL Project cost	400 days from the appointed date being May 22, 2014
Project Milestone-III*	Commencement of construction of all project facilities and expenditure of at least 70% of total SUTPL Project cost	650 days from the appointed date being January 27, 2015
COD	Completion of construction of four laning road	910 days from the appointed date being October 14, 2015

** By way of letter dated April 13, 2015, SUTPL has filed an application with the Project Director, Project Implementation Unit, NHAI, notifying that Project Milestone III was achieved on March 31, 2015. The Independent Engineer, through his letter to NHAI dated May 27, 2015 confirmed the achievement of Project Milestone III.*

As of May 31, 2015, SUTPL has undertaken the following activities for the SUTPL Project as per the certificate dated July 9, 2015 by LEA Associates South Asia Private Limited:

a) SUTPL has achieved the following milestones and the same has been intimated to the NHAI: (i) commencement of construction of the project highway and expenditure of at least 10% of total SUTPL project cost; and (ii) commencement of construction of all bridges and expenditure of at least 35% of total SUTPL project cost and (iii) Commencement of construction of project facilities and expended not less than 70% of the total SUTPL project cost (defined as "Project Milestone I", "Project Milestone II" and "Project Milestone III" under the SUTPL Concession Agreement).

b) Certain plants such as crusher plant, batching plants, asphalt plant and mobile crusher plant and machineries such as grader, soil compactor and dozer have been mobilized by SUTPL.

c) Cumulative physical progress of 87.04% of the SUTPL Project has been achieved.

d) SUTPL had completed dense bituminous macadam for a length of 134.89 km (two lane length) for MCW and 37.21 km (LHS+RHS) of service road, bituminous concrete for a length of 112.73 km (two lane length) for MCW and 15.01 km (LHS+RHS) of service road with other pavement layer activities along with miscellaneous work which are in progress.

e) Implementation of health, safety and environment plan as per the SUTPL Concession Agreement and environmental conditions stipulated by MOEF during construction phase is in process.

Means of finance

The total estimated project cost for the SUTPL Project is ₹ 11,514.60 million. In relation to the project cost for the SUTPL Project, SUTPL has entered into the common facility agreement dated September 28, 2012 ("CLA") as amended by the amendment agreement to the CLA dated March 4, 2013 with ICICI, OBC, CBI, CB, VB, and IOB and certain novation deeds for a rupee facility aggregating to ₹ 8,400 million including an LC sub-limit/ interchangeable limit of ₹ 5,000 million (collectively referred to as the "SUTPL Loan Facility"). For further details, see "Financial Indebtedness" from page 463 to

466.

Pursuant to the terms of the SUTPL Loan Facility, the Sponsor Support Agreement dated October 11, 2012 as amended by the amendment agreement to the sponsor support agreement dated March 4, 2013 ("SUTPL SSA") has been entered into between SUTPL, our Company, SEL, IDBI Trusteeship Services Limited as the security trustee and ICICI as the facility agent in relation to the SUTPL Loan Facility. In terms of the SUTPL SSA, SEL and our Company are required to invest ₹ 3,114.60 million (the "Shareholders Funds") in SUTPL. The SUTPL SSA provides that the Shareholders Funds can be contributed by our Company and SEL (a) in the form of investment in (i) fully paid up equity shares of SUTPL; (ii) preference shares; or (b) interest free share application money brought in by our Company and SEL towards investment in the aforesaid securities; or (c) by way of interest free sub-ordinate debt. The sub-ordinate debt brought in as a part of the Shareholders Funds under the SUTPL SSA is considered as part of "equity" under the SUTPL Loan Facility and under the concession agreement entered into between NHAI and SUTPL.

Out of the total investment of ₹ 3,114.6 million, SEL and our Company are required to invest ₹ 1,557.3 million as an upfront equity on or before the initial drawdown date (as defined in the SUTPL Loan Facility) being June 29, 2013 (the "Upfront Equity"). In relation to the Upfront Equity, SEL and our Company are required to provide at least 33.3% of the Shareholders Funds by way of cash and balance which can be provided by way of bank guarantee. However, SEL and our Company are required to infuse the funds in lieu of the aforesaid bank guarantee from the earlier of (i) expiry of availability period (as defined in the SUTPL Loan Facility); (ii) the date on which the entire SUTPL Loan Facility has been drawn down such that the entire remaining 16.70% of the Shareholders Funds is infused prior to the occurrence of the scheduled date for completion under the SUTPL Concession Agreement. Additionally, in terms of the SUTPL SSA, certain additional funding obligations of our Company and SEL include *inter alia:*

(a) Funding of shortfall in cash flows in meeting the estimated SUTPL Project cost including any shortfall arising on account of cost overrun including by way of payment of liquidated damages;

(b) Funding of shortfall in the payment outstanding amount of the SUTPL Loan Facility in the event of termination of the SUTPL Concession Agreement;

(c) Servicing of a part of the SUTPL Loan Facility (bullet tranche under tranche I of principal amount of ₹ 4,450 million) at the end of 15 years from the appointed date;

(d) Funding of ₹ 850 million towards the DSRA Amount (being higher of (i) amount equivalent to ₹ 850 million; and (ii) debt service obligation of SUTPL for following six months starting from COD) prior to COD and provide such additional funds to SUTPL for maintaining DSRA Amount; and

(e) Undertaking obligations with respect to purchase of outstanding due amounts in respect to tranche II of the SUTPL Loan Facility being the principal amount of ₹ 3,950 million after expiry of 15 years from the appointed date.

In terms of the SUTPL SSA, any financial support provided by SEL and our Company shall remain fully sub-ordinated to the outstanding due amounts under the SUTPL Loan Facility and shall not be due and payable until all rights and claims which the secured parties to the SUTPL Loan Facility may have against SUTPL and/or SEL and our Company in respect of outstanding due amounts under the SUTPL Loan Facility have been irrevocably paid and discharged in full and the occurrence of the date on which all obligations have been discharged to the satisfaction to the lenders under the SUTPL Loan Facility.

We have set out below the details of the total investments made by SEL and our Company in SUTPL as of August 3, 2015 along with details of the amount proposed to be invested by SEL and our Company in SUTPL:

Name of the Company	Nature of Investment	Amount invested as of August 3, 2015* (in ₹ million)	Amount proposed to be invested from Net Proceeds (in ₹ million)
SEL	Equity investment	-	-
	Sub-ordinate debt	-	-
Our Company	Equity investment	337.43 [(1)]	285.49
	Sub-ordinate debt	2,086.07 [(1)]	534.51
Total		2,423.50	820.00

**As certified by Manubhai & Shah, Chartered Accountants pursuant to certificate dated August 13, 2015.*

[(1)] *In terms of Sponsor Support Agreement dated October 11, 2012, as amended on March 4, 2013, between SEL, our Company, SUTPL, ITSL and ICICI subordinate debt has been provided on the terms including inter alia that SEL and our Company shall contribute to SUTPL by way of fully paid up equity shares, preference shares, interest free share application money brought in by SEL and our Company or subordinate debt, an aggregate amount of ₹ 3,114.60 million; SEL and our Company shall provide funds to SUTPL for meeting any shortfall in cash flows for meeting the Estimated Project Cost (as defined in the Common Loan Agreement dated September 28, 2012, as amended) including any shortfall arising on account of cost overrun; no interest shall be charged on the amount provided as subordinate debt; SEL and our Company shall not in the event of liquidation of the SUTPL, prove in competition with the Secured Parties as defined in the Common Loan Agreement dated September 28, 2012, as amended until the final settlement date; SEL and our Company shall not exercise any right under law, to claim any sum outstanding from SUTPL until the final settlement date; any financial support provided by SEL and our Company shall remain at all times subordinate to the outstanding due amount in relation to the obligation of SUTPL to the Lenders (as defined in the Common Loan Agreement dated September 28, 2012, as amended) and shall not be due and payable until all rights and claims of the Secured Parties (as defined in the Common Loan Agreement dated September 28, 2012, as amended) have been discharged in full and the final settlement date has occurred.*

The remaining portion of the estimated cost of the SUTPL Project being ₹ 373.01 million (excluding the amount proposed to be financed from the Net Proceeds) is proposed to be financed through the SUTPL Loan Facility to the extent of ₹ 709.75 million and any shortfall is proposed to be met by way of additional equity or unsecured interest free sub-ordinate debt by SEL and our Company. No dividends have been assured pursuant to investment or proposed investment by our Company in SUTPL.

The summary of the details of means of finance for the SUTPL Project are set forth below.

Particulars	Amount (in ₹ million)
Total estimated cost of the project	11,514.6
Funds deployed as on August 3, 2015	10,321.59
Amount proposed to be financed from the Net Proceeds (through equity contribution and sub-ordinate debt)	
Equity investment by our Company	285.49
Sub-ordinate debt from our Company	534.51
Sub-total	**820.00**
Remaining portion of the estimated SUTPL Project cost	373.01
75% of the funds required excluding the Net Proceeds	279.75
Firm arrangement for over 75% of the funds required excluding the Net Proceeds	
Sanctioned debt for the SUTPL Project which is yet to be drawn down	**709.75**

3. General Corporate Purposes

Our Company proposes to deploy the balance Net Proceeds aggregating ₹ [●] million towards general corporate purposes, subject to such utilization not exceeding 25% of the Net Proceeds, in compliance with the SEBI Regulations, including but not limited to strategic initiatives, partnerships and joint ventures, meeting exigencies which our Company may face in the ordinary course of business, meeting expenses incurred in the ordinary course of business and any other purpose as may be approved by the Board or a duly appointed committee from time to time, subject to compliance with the necessary provisions of the Companies Act. Our Company's management, in accordance with the policies of the Board, will have flexibility in utilising any surplus amounts.

4. Issue Expenses

The total expenses of the Issue are estimated to be approximately ₹ [●] million. The break-up for the Issue expenses is as follows:

Activity	Estimated expenses(1)(2) (in ₹ million)	As a % of the total estimated Issue expenses(1)	As a % of the total Issue size(1)
BRLMs fees and commissions (including underwriting commission, brokerage and selling commission)	[●]	[●]	[●]
Commission/processing fee for SCSBs(3) and Bankers to the Issue	[●]	[●]	[●]
Brokerage and selling commission for Registered Brokers(4)	[●]	[●]	[●]
Registrar to the Issue	[●]	[●]	[●]
Other advisors to the Issue	[●]	[●]	[●]
Others			
- Listing fees, SEBI filing fees, bookbuilding software fees	[●]	[●]	[●]
- Printing and stationery	[●]	[●]	[●]
- Advertising and marketing expenses	[●]	[●]	[●]
- Miscellaneous	[●]	[●]	[●]
Total estimated Issue expenses	[●]	[●]	[●]

(1) *Amounts will be finalized at the time of filing the Prospectus and on determination of Issue Price and other details.*

(2) *Other than the listing fees which shall be borne by our Company, the expenses in relation to the Issue will be borne by our Company and the Selling Shareholders in proportion to the Equity Shares contributed to the Issue.*

(3) *SCSBs will be entitled to a processing fee of ₹ 15 per Bid cum Application Form for processing the Bid cum Application Forms procured by the members of the Syndicate or the Registered Brokers and submitted to the SCSBs.*

(4) *For every valid Bid cum Application Form, commission payable will be ₹ 10 per Bid cum Application Form procured by the Registered Broker. The total commission to be paid to the Registered Brokers for the Bid cum Applications Forms procured by them, which are considered eligible for allotment in the Issue, shall be capped at ₹ 1.0 million (the "Maximum Brokerage"). In case the total commission payable to the Registered Brokers exceeds the Maximum Brokerage, then the amount paid to the Registered Brokers would be proportionately adjusted such that the total commission payable to them does not exceed the Maximum Brokerage. The quantum of commission payable to Registered Brokers is determined on the basis of Bid cum Applications Forms. The terminal from which the Bid has been uploaded will be taken into account in order to determine the commission payable to the relevant Registered Broker.*

Interim use of Net Proceeds

Our Company, in accordance with the policies established by the Board from time to time, will have flexibility to deploy the Net Proceeds. Pending utilization for the purposes described above, our Company will temporarily invest the Net Proceeds in deposits with schedule commercial banks included in second schedule of Reserve Bank of India Act, 1934. In accordance with Section 27 of the Companies Act, 2013, our Company confirms that it shall not use the Net Proceeds for any investment in the equity markets.

Bridge Financing Facilities

Our Company has not raised any bridge loans from any bank or financial institution as on the date of this Red Herring Prospectus, which are proposed to be repaid from the Net Proceeds.

Monitoring of Utilisation of Funds

There is no requirement to appoint a monitoring agency for the Issue, as the Fresh Issue is for an amount less than ₹ 5,000 million. Our Board will monitor the utilization of the Net Proceeds. Our Company will disclose the utilization of the Net Proceeds under a separate head in our balance sheet along with the relevant details, for all such amounts that have not been utilized. The Company will indicate investments, if any, of unutilized Net Proceeds in the balance sheet of our Company for the relevant Financial Years subsequent to receipt of listing and trading approvals from the Stock Exchanges.

Pursuant to Clause 49 of the Equity Listing Agreement, our Company shall on a quarterly basis disclose to the Audit Committee of the Board of Directors the uses and applications of the Net Proceeds. On an annual basis, our Company shall prepare a statement of funds utilised for purposes other than those stated in this Red Herring Prospectus and place it before the Audit Committee of the Board of Directors. Such disclosure shall be made only until such time that all the Net Proceeds have been utilised in full. The statement shall be certified by the Joint Auditors of our Company. Furthermore, in accordance with Clause 43A of the Equity Listing Agreement, our Company shall furnish to the Stock Exchanges on a quarterly basis, a statement including material deviations, if any, in the utilisation of the proceeds of the Issue from the objects of the Issue as stated above. This information will also be published in newspapers simultaneously with the interim or annual financial results, after placing the same before the Audit Committee of the Board of Directors.

Variation in Objects

In accordance with Sections 13(8) and 27 of the Companies Act, 2013 and applicable rules, our Company shall not vary the objects of the Issue without our Company being authorised to do so by the Shareholders by way of a special resolution through postal ballot. In addition, the notice issued to the Shareholders in relation to the passing of such special resolution (the "Postal Ballot Notice") shall specify the prescribed details as required under the Companies Act and applicable rules. The Postal Ballot Notice shall simultaneously be published in the newspapers, one in English and one in Gujarati, being the local language of the jurisdiction where the Registered Office is situated. Our Promoters or controlling Shareholders will be required to provide an exit opportunity to such Shareholders who do not agree to the proposal to vary the objects, at such price, and in such manner, as may be prescribed by SEBI, in this regard.

Appraising Entity

None of the objects of the Issue for which the Net Proceeds will be utilized have been appraised.

Other Confirmations

Other than repayment/pre-payment of loan to SEL and any payment being made to SEL as the EPC contractor for the SUTPL Project, no part of the proceeds of the Issue will be paid by us to the Promoters and Promoter Group, Group Companies, the Directors, associates or key management personnel, except in the normal course of business and in compliance with applicable law.

BASIS FOR ISSUE PRICE

The Issue Price will be determined by our Company in consultation with the BRLMs on the basis of assessment of market demand for the Equity Shares offered through the Book Building Process and on the basis of quantitative and qualitative factors as described below. The face value of the Equity Shares is ₹ 10 each and the Issue Price is [●] times the face value at the lower end of the Price Band and [●] times the face value at the higher end of the Price Band. Investors should see "Business", "Risk Factors" and "Financial Statements" beginning on pages 202, 21 and 295, respectively, to have an informed view before making an investment decision.

Qualitative Factors

We are one of the leading road BOT companies in India that specialises in the development, operation and maintenance of highways, road and related projects. Our Company, a subsidiary of SEL, was incorporated in 2007 as a developer and operator for road and related projects on a BOT basis. All of our projects are implemented and held through special purpose vehicles, including joint venture entities.

We believe the following are our strengths:

- Sizeable and diverse portfolio of projects in several states in India;
- Strong support from SEL, our corporate Promoter;
- Effective toll collection and toll management systems;
- Management and an integrated in-house project team with strong execution capabilities and extensive industry experience; and
- A focused roads and highways BOT player and timely execution of projects.

For further details, see "Business - Our Competitive Strengths" from page 205 to 207.

Quantitative Factors

The information presented below relating to our Company is based on the consolidated and unconsolidated Restated Financial Statements. For details, see "Financial Statements" beginning on page 295.

Some of the quantitative factors which may form the basis for computing the Issue Price are as follows:

1. Basic and Diluted Earnings Per Share ("EPS"), as adjusted for changes in capital:

On an unconsolidated basis:

Year Ended	Basic EPS (in ₹)	Diluted EPS (in ₹)	Weight
March 31, 2013	0.38	0.38	1
March 31, 2014	0.03	0.03	2
March 31, 2015	(1.97)	(1.97)	3
Weighted Average	**(0.91)**	**(0.91)**	

On a consolidated basis:

Year Ended	Basic EPS (in ₹)	Diluted EPS (in ₹)	Weight
March 31, 2013	(1.48)	(1.48)	1
March 31, 2014	(5.05)	(5.05)	2

Year Ended	Basic EPS (in ₹)	Diluted EPS (in ₹)	Weight
March 31, 2015	(9.74)	(9.74)	3
Weighted Average	**(6.80)**	**(6.80)**	

Notes:

(1) The face value of each Equity Share is ₹ 10.

(2) Basic and diluted earnings per share are computed in accordance with Accounting Standard 20 'Earnings per Share' notified accounting standard by Companies (Accounting Standards) Rules, 2006 (as amended).

(3) The above statement should be read with significant accounting policies and notes on Restated Financial Statements as appearing in the Financial Statements.

(4) Basic EPS (₹) is Net profit attributable to equity shareholders divided by Weighted average number of Equity Shares outstanding during the year / period

2. Price/Earning ("P/E") ratio in relation to Price Band of ₹ [●] to ₹ [●] per Equity Share:

Particulars	P/E at the lower end of Price Band (no. of times)	P/E at the higher end of Price band (no. of times)
Basic EPS - for the year ended March 31, 2015 on an unconsolidated basis	**[●]**	**[●]**
Basic EPS - for the year ended March 31, 2015 on an consolidated basis	**[●]**	**[●]**
Diluted EPS - for the year ended March 31, 2015 on an unconsolidated basis	**[●]**	**[●]**
Diluted EPS - for the year ended March 31, 2015 on an consolidated basis	**[●]**	**[●]**

Industry P/E ratio

There are no listed entities similar to our line of business and comparable to our scale of operations. For further details please refer to "Risk Factors - Our Company does not have any listed peer companies for comparison of performance and therefore, investors must rely on their own examination of accounting ratios of our Company for the purposes of investment in the Issue." on page 34.

3. Average Return on Net Worth ("RoNW")

As per unconsolidated Restated Financial Statements of our Company:

Particulars	RoNW %	Weight
Year ended March 31, 2013	1.41%	1
Year ended March 31, 2014	0.10%	2
Year ended March 31, 2015	(7.25%)	3
Weighted Average	**(3.36%)**	

As per consolidated Restated Financial Statements of our Company:

Particulars	RoNW %	Weight
Year ended March 31, 2013	(4.71%)	1
Year ended March 31, 2014	(19.06%)	2
Year ended March 31, 2015	(38.26%)	3
Weighted Average	**(26.27%)**	

Notes:

(1) Return on net worth (%) is Net profit attributable to equity shareholders divided by Net worth excluding preference share capital at the end of the period / year.

4. Minimum Return on Increased Net Worth after the Issue needed to maintain Pre-Issue EPS for the year ended March 31, 2014:

Particulars	At Floor Price	At Cap Price
To maintain pre-Issue basic EPS		
On unconsolidated basis	[●]%	[●]%
On consolidated basis	[●]%	[●]%
To maintain pre-Issue diluted EPS		
On unconsolidated basis	[●]%	[●]%
On consolidated basis	[●]%	[●]%

5. Net Asset Value per Equity Share of face value of ₹ 10 each

i. Net asset value per Equity Share as on March 31, 2015 on an unconsolidated basis is ₹ 27.13.

ii. Net asset value per Equity Share as on March 31, 2015 on a consolidated basis is ₹ 25.35.

iii. After the Issue on an unconsolidated basis:

a. At the Floor Price: ₹ [●]

b. At the Cap Price: ₹ [●]

iv. After the Issue on the consolidated basis:

a. At the Floor Price: ₹ [●]

b. At the Cap Price: ₹ [●]

v. Issue Price: ₹ [●]

6. Issuance of Equity Shares by our Company in the last one year

Date of Allotment	No. of Equity Shares Allotted	Face Value (₹)	Issue price per Equity Share (₹)	Consideration	Reason for allotment
October 22, 2014	2,262,200	10	442.05	-	Conversion of Investor CCCPS[1]

Date of Allotment	No. of Equity Shares Allotted	Face Value (₹)	Issue price per Equity Share (₹)	Consideration	Reason for allotment
October 22, 2014	1	10	-	Other than Cash	Conversion of SEL CCDs(2)
October 29, 2014	282,693,710	10	-	Other than Cash	Bonus issue(3)

(1) Upon conversion of 2,250,774 CCCPS, 1,131,100 Equity Shares were allotted to each of Xander and Norwest in accordance with the Investor Subscription Agreement, our Company considered a nominal value of ₹10 for each such Equity Share so issued on conversion and accordingly accounted for a share premium of ₹432.05 per Equity Share aggregating to ₹977,383,510. Upon the bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, the effective price per Equity Share would be ₹44.21.

(2) 1 Equity Share was allotted to SEL pursuant to conversion of SEL CCDs.

(3) Bonus issue in the ratio of 10 fully paid up Equity Shares for every one Equity Share authorised by our Shareholders through a resolution passed on October 22, 2014, undertaken through the capitalisation of the general reserve and securities premium account.

7. Comparison with Listed Industry Peers

There are no listed entities similar to our line of business and comparable to our scale of operations. For further details, refer to "Risk Factors - Our Company does not have any listed peer companies for comparison of performance and therefore, investors must rely on their own examination of accounting ratios of our Company for the purposes of investment in the Issue." on page 34.

The P/E ratio for the BSE Sensex as on March 31, 2015 was ₹ 22.27. *(Source: Bloomberg)*

However, the following listed companies also undertake certain business, which may be considered similar to that of our Company:

Name of the Company	Face Value per equity share (₹)	Closing Price(1)	Revenue (₹ in million)(2)(3)(4)	P/E ratio(6)
IL & FS Transportation Networks Limited	10	194.70	68,282.2	13.60
IRB Infrastructure Developers Limited	10	245.40	39,604.9	15.04
Ashoka Buildcon Limited	5	178.70	23,395.5	34.70
Gammon Infrastructure Projects Limited	2	13.65	5516.9(5)	NA(7)

(1) As on March 31, 2015.

(2) Revenue indicates total revenue for the year ended March 31, 2015.

(3) Consolidated Revenue Based on Annual Report for 2014-2015.

(4) Based on Statement of audited results for the year ended March 31, 2015 filed with BSE Limited.

(5) For nine months ended September 30, 2014.

(6) Price earnings ratio calculated by dividing the market price of the shares of the companies as on March 31, 2015, by the basic EPS of the companies for Fiscal Year ending March 31, 2015.

(7) Since basic EPS as on September 30, 2014 is negative.

The Issue Price of ₹ [●] has been determined by our Company in consultation with the BRLMs, on the basis of assessment of market demand from investors for Equity Shares through the Book Building

Process and, is justified in view of the above qualitative and quantitative parameters. Investors should read the above mentioned information along with “Risk Factors” and “Financial Statements” beginning on pages 21 and 295, respectively, to have a more informed view.

STATEMENT OF TAX BENEFITS

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY (INCLUDING ITS RELEVANT SUBSIDIARIES) AND ITS SHAREHOLDERS UNDER THE APPLICABLE LAWS IN INDIA

To
The Board of Directors
Sadbhav Infrastructure Project Limited
Opposite Law Garden Police Chowki,
Ellisbridge,
Ahmedabad 380 006
Gujarat, India

Dear Sirs,

Sub: Statement of possible Special Tax Benefits (the 'Statement') available to the Sadbhav Infrastructure Project Limited (including its relevant subsidiaries) and its shareholders under the applicable tax laws in India.

We hereby confirm that the enclosed annexure, prepared by Sadbhav Infrastructure Project Limited ('the Company') states the possible special tax benefits available to the Company (including its relevant subsidiaries) and the shareholders of the Company under the Income Tax Act, 1961 ('Act'), presently in force in India (i.e. applicable for the Accounting year 2015-16 relevant to the Assessment year 2016-17). Further, the Company has also considered the amendments made by Finance Act 2015. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company or its shareholders to derive the tax benefits, as above, is dependent upon fulfilling such conditions, which based on the business imperatives, the Company or its shareholders may or may not choose to fulfill.

The benefits discussed in the enclosed Annexure cover only Special tax benefits and do not cover general tax benefits. Further, the preparation of the contents stated is the responsibility of the Company's management. We are informed that this Statement is only intended to provide general information to the investors and hence is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences, the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the issue.

Our views are based on the existing provisions of tax law and its interpretations, which are subject to change or modification by subsequent legislative, regulatory, administrative, or judicial decisions. Any such changes, which could also be retroactive, could have an effect on the validity of our views stated herein. We assume no obligation to update this statement on any events subsequent to its issue, which may have a material effect on the discussions herein.

Our confirmation is based on the information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company (including its relevant subsidiaries).

We do not express an opinion or provide any assurance as to whether:

- the Company (including its relevant subsidiaries) will continue to obtain these benefits in future; or
- the conditions prescribed for availing the benefits, where applicable have been/would be met with; and
- the revenue authorities/courts will concur with the views expressed herein.

For S. R. B. C. & Co. LLP	Per Arpit K. Patel
Chartered Accountants	Partner
ICAI firm registration number: 324982E	Membership number: 34032

Place: Ahmedabad
Date: August 14, 2015
For Manubhai & Shah
Chartered Accountants
ICAI firm registration number: 106041W

Per K.C. Patel
Partner
Membership number: 30083

Place: Ahmedabad
Date: August 14, 2015

ANNEXURE TO THE STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO SADBHAV INFRASTRUCTURE PROJECT LIMITED ("THE COMPANY") (INCLUDING ITS RELEVANT SUBSIDIARIES) AND ITS SHAREHOLDERS UNDER THE APPLICABLE TAX LAWS IN INDIA

Outlined below are the possible Special tax benefits available to the Company (including its relevant subsidiaries) and its shareholders under the current Indian tax laws (including amendments made by Finance Act 2015, applicable for the Accounting year 2015-16 relevant to the Assessment year 2016-17).

These benefits are dependent on the Company (including its relevant subsidiaries) or its shareholders fulfilling the conditions prescribed under the relevant tax laws. Hence, the ability of the Company (including its relevant subsidiaries) or its shareholders to derive the special tax benefits is dependent upon fulfilling such conditions, which based on business imperatives it faces in the future, it may not choose to fulfill.

1. Special tax benefits available to the Company

There are no special tax benefits available to the Company.

2. Special tax benefits available to the subsidiaries of the Company

The following specific tax benefits are available to the undermentioned subsidiaries of the Company after fulfilling conditions as per the respective provisions of the relevant tax laws.

Income arising from the business of Infrastructure facilities

- As per the provisions of section 80-IA of the Act (under Chapter VI-A), following subsidiaries of the Company, engaged in the business of developing or operating and maintaining or developing, operating and maintaining an infrastructure facility, are eligible for a deduction of 100 percent of its profits for a period of 10 consecutive years, subject to fulfilment of the conditions stipulated therein:

    - Ahmedabad Ring Road Infrastructure Limited
    - Aurangabad Jalna Tollway Limited
    - Bijapur Hugund Tollway Private Limited
    - Hyderabad Yadgiri Tollway Private Limited
    - Rohtak Panipat Tollway Private Limited
    - Maharashtra Border Check Post Network Limited (refer **Note 1**)
    - Shreenathji-Udaipur Tollway Private Limited (refer **Note 2**)
    - Bhilwara-Rajsamand Tollway Private Limited (refer **Note 2**)
    - Rohtak Hissar Tollway Private Limited (refer **Note 2**)
    - Nagpur Seoni Expressway Limited

    Note 1 – As relied on legal opinion for eligibility of claim under section 80-IA of the Act
    Note 2 – Infrastructure facilities are under construction.

- The aforementioned subsidiaries of the Company are eligible to claim the deduction subject to satisfaction of certain conditions as laid down under section 80-IA of the Act for a period of any 10 consecutive assessment years out of 20 years from the year in which they develops and begins to operate the infrastructure facility.

- In view of the above provisions of the Act, certain agreement entered by subsidiaries of the Company for operating and maintaining or developing, operating and maintaining an infrastructure facility are eligible to claim deduction under section 80-IA of the Act subject to fulfilment of the conditions stipulated therein.

- However, the aforesaid deduction is not available while computing tax liability of the Company under section 115JB of the Act ie Minimum Alternative Tax ('MAT') provisions. Nonetheless, such MAT paid/ payable on the book profits of the Company computed in terms of the provisions of Act, read with Companies Act, 1956[1] would be eligible for credit against tax liability arising under normal provisions of the Act.

Further, such credit would not be allowed to be carried forward and set off beyond 10th assessment year immediately succeeding the assessment year in which such credit becomes allowable.

3. Special tax benefits available to the shareholders of the Company

There are no Special tax benefits available to the shareholders of the Company.

Notes:

1. All the above benefits are as per the Current Tax Laws and any change or amendment in the laws/regulation, which when implemented would impact the same.

2. The special tax benefits are subject to several conditions and eligibility criteria which need to be examined for precise tax implications.

3. Wealth Tax is abolished with effect from 01 April 2015 by Finance Act 2015.

[1] Currently, the corresponding provisions under the Companies Act, 2013 are in force. We understand that the provisions regarding computation of net profit under the Companies Act 2013 are largely in line with that of the Companies Act, 1956.

SECTION IV: ABOUT OUR COMPANY

INDUSTRY

The information contained in this section is derived from CRISIL Report, a V R Techniche Report and other publicly available sources. Morever, the VR Techniche Report "Traffic Growth Rates for SIPL Toll Roads, August 2014" and the CRISIL Report dated November 13, 2014 as updated on August 4, 2015 were commissioned by the Company. See "Risk Factors — Internal Risks — Some of the reports referred to in this Red Herring Prospectus were commissioned by our Company." on page 30. Neither we, the BRLMs nor any other person connected with the Issue has independently verified this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Prospective investors must rely on their own examination of the information provided in section "Industry Overview" including the risks involved. You should consult your advisors about particular consequences of information provided in section "Industry Overview".

Overview of the Indian Economy

The Indian economy is the fourth largest economy by purchasing power parity. *(Source: https://www.cia.gov /library/publications/the-world-factbook/geos/in.html)* For 2014, India's gross domestic product ("GDP") per capita on a purchasing power parity basis was estimated by the International Monetary Fund to be approximately US$ 5,855.31. The International Monetary Fund estimates that this will increase to US$ 6,265.64 in 2015. *(Source: International Monetary Fund, World Economic Outlook Database, April 2015)* The growth rates of GDP (at constant prices), in terms of percentage, for certain developed and developing economies for each of the calendar years 2013, 2014 and 2015 are set out below:

Countries *(in percentage)*	**2013**	**2014**	**2015***
China	7.7	7.4	6.8
India	**6.9**	**7.3**	**7.5**
Russia	1.3	0.6	-3.4
Brazil	2.7	0.1	-1.5
South Africa	2.2	1.5	2.0
United States	2.2	2.4	2.5
Japan	1.6	-0.1	0.8
United Kingdom	1.7	2.9	2.4

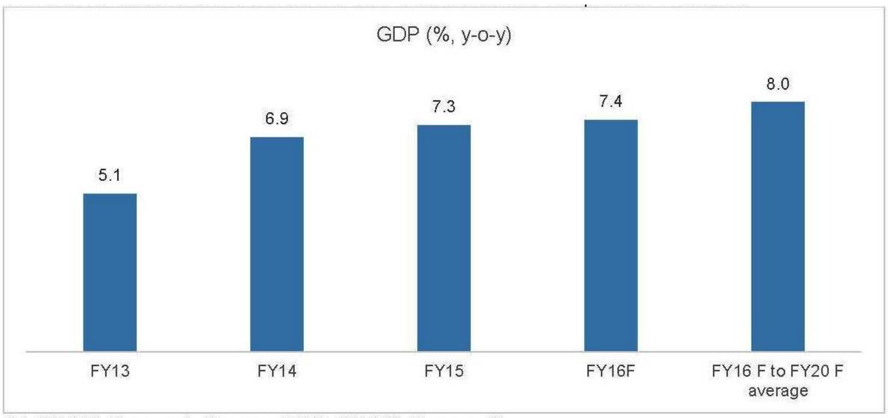
** Estimated by the International Monetary Fund*

(Source: International Monetary Fund, World Economic Outlook Update, July 2015)

In the first quarter of 2015, India's GDP grew by 5.7%, the highest growth rate in ten quarters. Industrial GDP increased by 4.2%, showing signs of revival following approximately 0.4% growth in the financial year 2014. An increase in investment demand and exports is also apparent. Steps announced by the Government, such as higher sectoral limits for foreign direct investment (defence, railways and insurance), the launch of an online portal for environmental and forest clearance to increase transparency, budgetary support towards encouraging labor-intensive sector growth, push towards easing labor laws and budgetary allocation to infrastructure in addition to facilitating infrastructure financing, which aim to improve business processes are lifting investor sentiment. In addition, the Government's aim to increase fiscal discipline is expected to positively change the attitude of investors. The quicker implementation of stalled projects will also encourage investment. *(Source: CRISIL Report, dated September 1, 2014)*

Outlook on GDP Growth

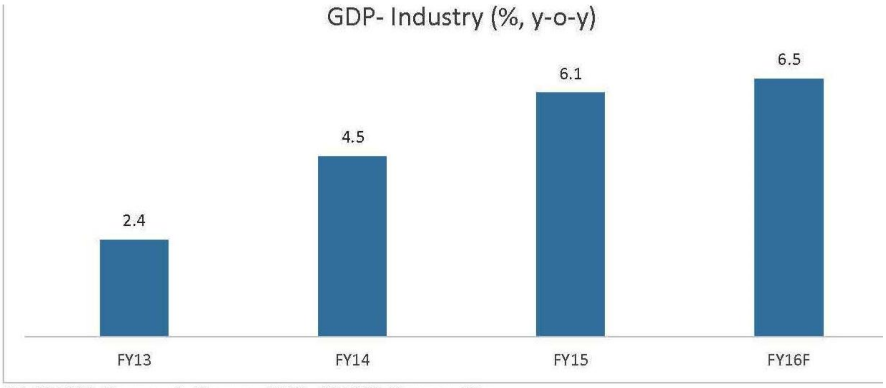
The chart below illustrates the overall GDP and outlook for the periods indicated:



(F=CRISIL Forecast, Source: CSO, CRISIL Research)

(Source: CRISIL Report, dated August 4, 2015)

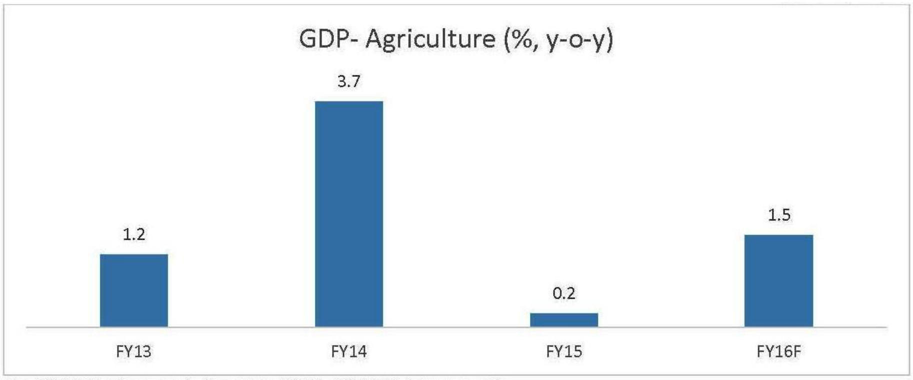
The chart below illustrates the GDP outlook and growth for the industrial sector for the periods indicated:



(F=CRISIL Forecast, Source: CSO, CRISIL Research)

(Source: CRISIL Report, dated August 4, 2015)

The chart below illustrates the GDP outlook and growth for the agricultural sector for the periods indicated:



(F=CRISIL Forecast, Source: CSO, CRISIL Research)

(Source: CRISIL Report, dated August 4, 2015)

Wholesale Price Index

For the financial year 2015, the yearly Wholesale Price Index ("WPI") for all commodities was 181.19 as compared to 177.64 for the financial year 2014. The Compounded Annual Growth Rate ("CAGR") of the WPI between the financial year 2005 and the financial year 2015 is 6.1%. The trend in yearly WPI for all commodities for the past ten years is outlined in the table below:

Financial Year	Index
2014-15	181.19
2013-14	177.64
2012-13	167.62
2011-12	156.13
2010-11	143.32
2009-10	130.81
2008-09	126.02
2007-08	116.63
2006-07	111.35
2005-06	104.47
2004-05	100.00

(Source: http://www.eaindustry.nic.in)

Foreign Direct Investment Flows

The table below illustrates the total Foreign Direct Investment ("FDI") inflows in India between the Financial Year 2011 and the Financial Year 2015:

Financial Year	Amount of FDI Inflows	
	In ₹ Crores	In USD Million
2010-11	97,320	21,383
2011-12	165,146	35,121
2012-13	121,907	22,424
2013-14	147,518	24,299
2014-15	189,107	30,931

(Source: dipp.nic.in)

The table below illustrates the total FDI inflows in India since April 2015:

Monthly Data	Amount of FDI Equity Inflows	
	In ₹ Crores	**In USD Million**
April 2015	22,620	3,605
May 2015	24,564	3,850
2015-16 (April to May)	47,184	7,455
2014-15 (April to May)	31,663	5,309
% Growth Over the Last Year	49%	40%

(Source: dipp.nic.in)

Overview of the Infrastructure Sector in India

As the growth of the economy in general and the manufacturing sector in particular is largely dependent on creation of suitable infrastructure, the policy focus in India has been on infrastructure investment. Such investment has increased manifold over time with increased private-sector participation in the country. The Twelfth Five Year Plan has also laid special emphasis on infrastructure development as quality infrastructure is important not only for sustaining high growth but also ensuring that the growth is inclusive. Large infrastructure investment during the last decade or so has helped India emerge as one of the fastest growing economies in the world.

(Source: Economic Survey 2013-14, available at: http://www.indiabudget.nic.in/es2013-14/echap-11.pdf)

The table below illustrates the projected investment in infrastructure for the twelfth five year plan:

(₹ Crore at Current Prices)

Sectors	Total Eleventh Plan	Twelfth Plan Projections					Total Twelfth Plan
		2012-13	2013-14	2014-15	2015-16	2016-17	
Electricity	728,494	228,405	259,273	294,274	333,470	386,244	1,501,666
Renewable Energy	89,220	31,199	42,590	58,125	79,075	107,637	318,626
Roads and Bridges	453,121	150,466	164,490	180,415	198,166	221,000	914,536
Telecommunications	384,962	105,949	136,090	176,489	230,557	294,814	943,899
Railways	201,237	64,713	78,750	96,884	121,699	157,355	519,221
MRTs	41,669	13,555	17,148	22,298	29,836	41,322	124,158
Irrigation (including Watershed)	243,497	77,113	87,386	99,178	112,506	128,186	504,371
Water Supply and Sanitation	120,774	36,569	42,605	49,728	58,084	68,333	255,319
Ports (+ILW)	44,536	18,661	25,537	35,260	49,066	69,256	197,781
Airports	36,311	7,691	10,716	15,233	21,959	32,116	87,714
Oil and Gas Pipelines	62,534	12,211	16,604	23,833	36,440	59,845	148,933
Storage	17,921	4,480	6,444	9,599	14,716	23,202	58,441
Grand Total	**2,424,277**	**751,012**	**887,454**	**1,061,316**	**1,285,573**	**1,589,308**	**5,574,663**
Centre	856,717	250,758	280,662	315,217	354,296	400,129	1,601,061
States	680,056	206,944	230,045	255,645	283,201	313,928	1,289,762
Private	887,504	293,310	376,747	490,455	648,077	875,251	2,683,840
Grand Total	**2,424,277**	**751,012**	**887,454**	**1,061,316**	**1,285,573**	**1,589,308**	**5,574,663**

(Source: Planning Commission, available at: http://www.planningcommission.nic.in/plans/planrel/five yr/12th/ pdf/ 12fyp_vol1.pdf)

The total investment in infrastructure for the Twelfth Plan is expected to be ₹ 55.7 lakh crore. The share of private investment in the total investment in infrastructure increased from 22% in the Tenth Plan to 36.61% in the Eleventh Plan. If the infrastructure target is to be met, the share of private investment in the infrastructure sectors will have to increase to approximately 48.14%. *(Source: Planning Commission, available at: http://www.planningcommission.nic.in/plans/planrel/five yr/12th/ pdf/ 12fyp_vol1.pdf)*

The key proposals of the Union Budget for 2015-16 and initiatives to be taken for infrastructure development are set out below:

Infrastructure (General):

- Investment in infrastructure will increase by ₹ 700 billion in the financial year 2016, over the financial year 2015.
- Proposal to establish a National Investment and Infrastructure Fund, which will be funded with ₹ 200 billion annually, and will invest in equity in infrastructure finance companies.
- Proposal to permit tax free infrastructure bonds for the projects in the rail, road and irrigation sectors.
- Proposal to revisit and revitalise the PPP mode of infrastructure development, with the sovereign bearing a major part of project risk.
- CAPEX of the public sector units to be ₹3,178.89 billion, an increase of approximately ₹808.44 billion over 2014-15.
- Government to consider plug-and-play projects in infrastructure projects such as roads, ports, rail lines, airports.

(Source: FY15-16 Union Budget Speech)

Roads: Increased outlay of ₹ 140.31 billion on road infrastructure. *(Source: FY15-16 Union Budget Speech, February 28, 2015)*

Urban Infrastructure and Irrigation: ₹ 53 billion to support micro-irrigation, watershed development and the Pradhan Mantri Krishi Sinchai Yojana. To the extent possible during the year as a result of tax bouyancy, proposal to allocate an additional ₹ 30 billion to Pradhan Mantri Krishi Sinchai Yojana *(Source: FY15-16 Union Budget Speech)*

Railways: Increased gross budgetary support of ₹ 100.50 billion to the Indian railways. *(Source: FY15-16 Union Budget Speech)*

Ports: Ports in the public sector will be encouraged to corporatize and become companies under the Companies Act to attract investment and leverage land resources *(Source: FY15-16 Union Budget Speech)*

Overview of the India Road Sector

India has the second largest road network in the world, with approximately 4.8 million kilometres (km) of roads. Roads are the most common mode of transportation and account for 85% of passenger traffic and approximately 60% of freight traffic. National highways in India constitute 2% of the road network but carry approximately 40% of the total road traffic. State roads and major district roads are the secondary system of roads and they carry another 60% of traffic and account for 98% of road length. The table provides key details of the road network in India for 2014-15:

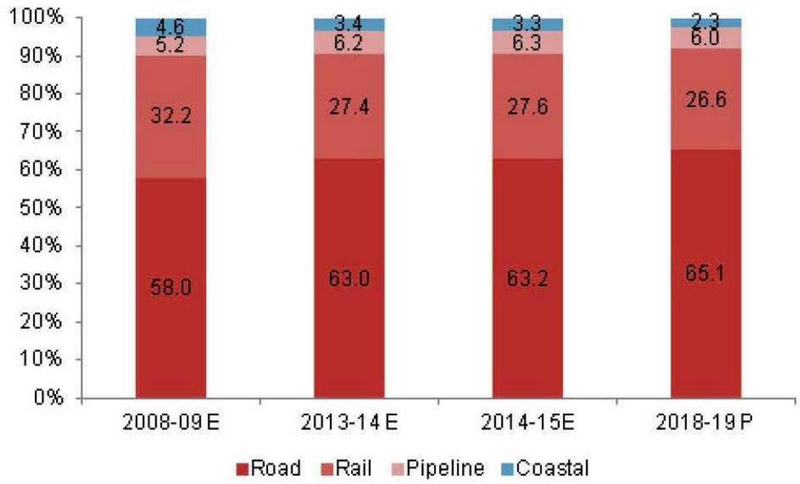
Road Network	Length (km)	Percentage of Total	
		Length	Traffic
National Highway	96,214	2	40.0
State Highway	147,800	3	60.0
Other Roads	4,455,000	95	
Total	**4,699,014**	**100.0**	**100.0**

(Source: CRISIL Report, dated June 10, 2015)

Comparison of Roads and Other Modes of Transport

Over the years, passenger and freight movement in India has increasingly moved towards roads in contrast to other means of transport. Since 1950-51, passenger traffic for railways has decreased from 85% to 14%. In contrast, passenger traffic for roads has grown from 15% in 1950-51 to 86% in 2010-11. Road transport is the preferred method for freight movement because of the large capacity expansions by fleet operators, flexibility and door-to-door movement. *(Source: CRISIL Report, dated June 10, 2015)*

The chart below illustrates the proportion of freight traffic across different modes of transport, in percentage terms:



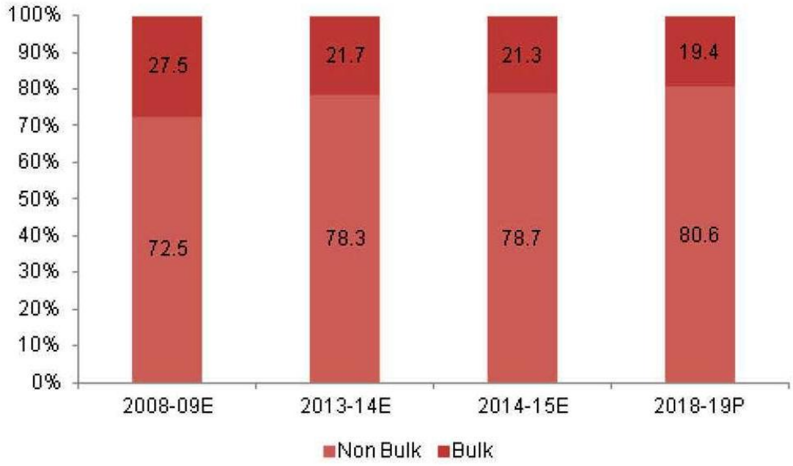
E: Estimated; P: Projected

(Source: CRISIL Report, dated April 9, 2015)

Recent Freight Trends

Roads remain the preferred mode of transportation in the domestic freight transportation services industry. This is due to faster growth in non-bulk traffic. The share of roads is expected to increase further by 2018-19. *(Source: CRISIL Report, dated April 9, 2015)*

The chart below illustrates the percentage amounts of non-bulk freight and bulk freight transferred by road for the periods indicated:



E: Estimated; P: Projected

(Source: CRISIL Report, dated April 9, 2015)

In 2015-16, road freight in billion ton kilometres ("BTKM") terms is expected to grow by 7% to 8% year-on-year, as compared to an estimated growth of 6.5% in 2014-15 due to an improvement in primary freight availability and an increase in the share of road traffic due to capacity constraints in the railways. Expected demand from primary freight generating sectors, strong growth in implementation of roads, railways, urban infrastructure and irrigation projects, recovery in mining activities and higher port traffic are expected to improve primary freight. *(Source: CRISIL Report, dated April 9, 2015)*

Road freight traffic growth is expected to remain moderate in the short term and is expected to grow at a CAGR of 8% to 9% to about 2,200 BTKM in 2018-19, from approximately 1,500 BTKM in 2013-14 driven by a revival in freight demand. A strong demand for non-bulk traffic and continuing supply constraints in the railway sector are expected to drive growth. *(Source: CRISIL Report, dated April 9, 2015)*

Aside from infrastructure constraints such as line capacity on busy routes and terminal detentions, railways have also experienced a supply problem with wagons. As a result, freight movement by rail has grown at a slower pace in comparison with roads. As these capacity constraints continue, road freight operators are in a better position to capitalise on the incremental demand expected in the next five years, thereby increasing their share in total freight transportation. Moreover, road transport is competitive even at higher prices due to its advantages of flexibility, better service quality and end-to-end delivery. In 2018-19, the share of roads in total freight is expected to increase to over 65%. The share of railways is expected to decrease to 26.6% in 2018-19. *(Source: CRISIL Report, dated April 9, 2015)*

Roads are expected to gain a significant share of non-bulk commodities transportation for the following reasons:

- Railways do not cater to piecemeal freight transportation i.e. entire rakes are provided for transportation, single wagons are not.
- Road transport has better service quality and is more reliable.
- Road transporters operate on a smaller scale. Also, given the large number of road transport operators, customers have better bargaining power. Road transporters also include a personal touch service which is important as these commodities are typically expensive and fragile and are meant for final consumption.
- Roads provide end-to-end connectivity and safer handling which is an important factor while transporting low-volume, but high value commodities.

Therefore, the share of non-bulk commodity in total road primary BTKM is expected to increase to 80.6% by 2018-19 from the current 78.7% of total road freight traffic. *(Source: CRISIL Report, dated April 9, 2015)*

Vehicle Traffic in India

Over the last few years, particularly since the financial year 2012, traffic on Indian roads has declined. This is because of a change in the composition of commercial vehicles towards bigger vehicles and a slowdown in the Indian economy, specifically recession in the automobile sector, mining and exports. However, these declines are expected to be temporary. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

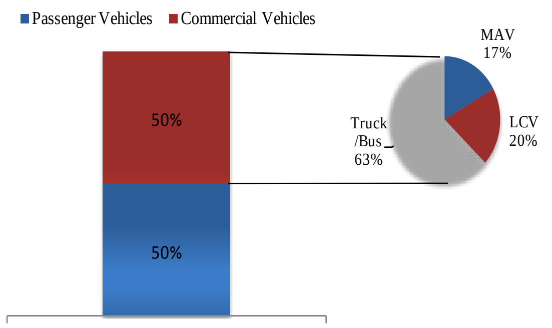
Passenger Vehicle Traffic in India

Passenger vehicle traffic is less cyclical in nature than commercial vehicle traffic. The northern region of India has a higher share of passenger car traffic. Greater passenger traffic on toll roads in the northern region could be explained by the presence of tourist destinations and religious places.

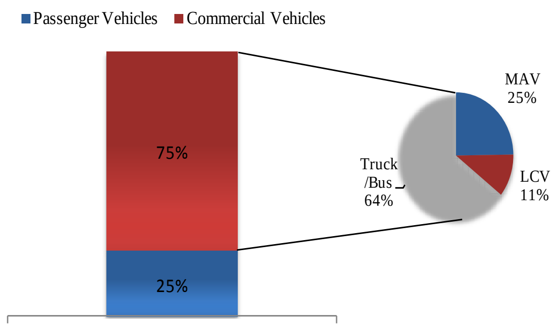
Commercial Vehicle Traffic in India

Commercial vehicle traffic is more cyclical and volatile in nature than passenger traffic. Road projects that are significantly dependant on commercial vehicle traffic face a higher revenue risk. Approximately 50% of vehicles passing through toll plazas are passenger vehicles, with commercial vehicles accounting for the balance. However, in terms of traffic revenues, commercial vehicles represent approximately 75% as they are charged higher toll rates than passenger vehicles. The chart below illustrates vehicle traffic composition in India in terms of both traffic volumes and toll revenues:

Vehicle-wise traffic composition
(share in terms of traffic volumes)



Vehicle-wise traffic composition
(share in terms of toll revenues)



(Source: CRISIL Report, dated December 26, 2013)

Toll revenues in the northern region of India are equally split between passenger and commercial vehicle traffic. Conversely, the southern, eastern, western and central regions depend on commercial vehicle traffic for approximately 85% to 90% of toll collections. Greater passenger traffic on toll roads in the northern region could be explained by the presence of tourist destinations and religious places. Commercial vehicle activity is largely driven by mining activity in the eastern and central regions and by proximity to ports and high industrial activity in the western and southern areas. As the northern region is the least dependant on commercial vehicle traffic, toll road projects are considered less susceptible to traffic fluctuations. *(Source: CRISIL Report, dated December 26, 2013)*

Commercial Vehicle Growth Trends in India

In 2015-16, medium and heavy commercial vehicle sales is expected to grow by 12% to 14% year-on-year due to an improvement in freight availability, increased industrial activity, greater number of infrastructure projects being awarded and executed, and stable replacement demand from large fleet operators. In 2014-15, light commercial vehicle sales are expected to remain unchanged due to weak demand from rural areas and below normal monsoon rainfall at 90% to 100% of the long term average. Light commercial vehicle sales is expected to improve by the fourth quarter of 2015-16, however, this expected improvement may be offset by the availability of financing options and increased consumption expenditure resulting from lower farm incomes. *(Source: CRISIL Report, dated July 21, 2015)*

Demand for medium and heavy commercial vehicles is expected to grow between 2014-15 and 2019-20 due to an expected improvement in industrial activity, stable agricultural output, increased infrastructure project execution and continued capacity constraints in railways. However, future medium and heavy commercial vehicle sales are expected to be restricted by the shift towards higher tonnage vehicles, commissioning of dedicated freight corridors and the continuing decline in profitability over the past three to four years in the transport sector. Demand for light commercial vehicles is expected be driven by improvements in consumption expenditure, increase in the use of hub-and-spoke transportation models and the replacement of three-wheelers, but the shift towards higher tonnage vehicles is expected to curb future light commercial vehicle sales. *(Source: CRISIL Report, dated July 21, 2015)*

The table below illustrates the segment wise long term forecast:

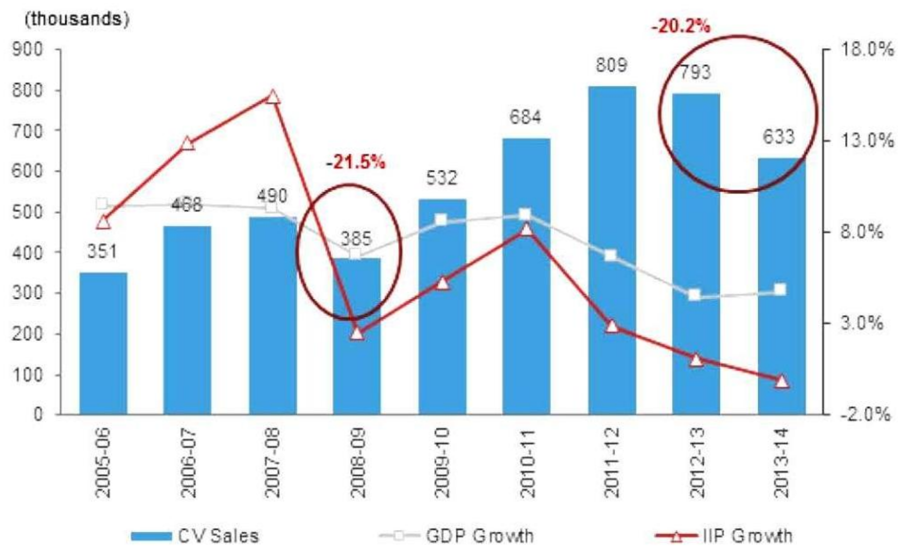
CAGR	2014-15 over 2019-20P Growth (%)
Medium and Heavy Commercial Vehicles	11 to 14
Light Commercial Vehicles	10 to 12
Buses	8 to 10
Total commercial vehicles	10 to 13

(Source: CRISIL Report, dated July 21, 2015)

Medium Heavy Commercial Vehicle (MHCV) sales growth tracks industrial growth

As truck sales closely follow economic growth, the IIP is a reliable measure to predict MHCV growth over 1-2 years. However, the trend in MHCV sales growth tends to be much more volatile than the IIP growth trend. Despite this, IIP growth has a strong correlation of 65 per cent to MHCV sales growth, suggesting that it is a strong indicator of the MHCV sales growth cycle.

MHCV sales/ y-o-y IIP growth



Note: From 2011-12, IIP growth is based on the 2004-05 base year index
(Source - CRISIL Report, dated April 10, 2015)

<u>Change in Composition of Commercial Vehicles</u>

Over the last couple of years, there has been a considerable change in the composition of goods vehicles in India. In the last couple of years, the share of light commercial vehicles and multi axle vehicles (four-axle trucks and more) has increased in almost all roads and the share of two-axle trucks and three-axle trucks has decreased. This could be due to the following:

- A preference for light commercial vehicles over two-axle trucks. A goods vehicle up to 12 tons is classified as a light commercial vehicle and has many advantages over a two-axle truck, such as less toll and lesser road tax, among others, and

- Bigger trucks, such as four, five or six-axle trucks, provide better transport costs per ton carried.

The following table illustrates the changes in goods traffic composition across certain stretches of highway in percentage terms for the periods indicated:

Financial Year	Light Goods Vehicle	2-axle Truck	3-axle Truck	Multi Axle Vehicle
		(%)		
Section of NH3 between Dhule and Indore				
2012	14.2	18.5	51.6	15.7
2014	18.0	15.1	36.9	30.0
Section of NH2 between Agra and Kanpur				
2012	17.3	18.1	44.9	19.7
2014	21.3	11.5	39.0	28.2
Section of NH6 between Surat and Nagpur				
2012	11.4	23.3	48.8	16.6
2013	13.5	18.0	43.6	24.9
Section of NH71A				
2011	20.9	25.2	31.6	22.3
2014	22.1	12.6	25.3	40.0
Section of NH9 between Pune and Hyderabad				
2013	19.2	22.9	38.2	19.7
2014	23.4	17.5	36.4	22.7
Section of NH65 between Pali and Kaithal				
2013	12.5	31.0	34.2	22.4
2014	11.9	33.2	31.7	23.2
Section of NH8 between Udaipur and Kishangarh				
2011	4.6	19.7	35.7	40.0
2014	9.0	16.7	23.2	51.1
Section of NH18 Andhra Pradesh				
2010	20.3	30.8	43.6	5.3
2014	15.3	16.4	40.4	27.9
Section of NH5 between Chennai and Vijayawada				
2011	12.7	23.8	50.0	13.6
2014	14.7	17.0	38.0	30.3

(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)

<u>Actual Traffic Growth Rate for Toll Roads</u>

The following table illustrates the actual traffic growth of different types of freight vehicles and tonnage carried on major national highway corridors for the periods indicated:

Financial Year	Light Goods Vehicle	2-axle Truck	3-axle Truck	Multi Axle Vehicle	Actual Tonnage
Section of NH3 between Dhule and Indore					
2012	100	100	100	100	98,956
2014	118	76	67	179	106,355
CAGR (2012 to 2014)	8.85%	-13.03%	-18.45%	33.66%	3.67%
Section of NH2 between Agra and Kanpur					
2012	100	100	100	100	100,944
2014	134	69	94	156	124,562
CAGR (2012 to 2014)	15.56%	-16.79%	-2.85%	24.76%	11.12%

Financial Year	Light Goods Vehicle	2-axle Truck	3-axle Truck	Multi Axle Vehicle	Actual Tonnage
Section of NH6 between Surat and Nagpur					
2012	100	100	100	100	65,027
2013	117	76	88	148	71,883
CAGR (2012 to 2013)	17.15%	-24.02%	-12.04%	47.56%	10.54%
Section of NH71A					
2011	100	100	100	100	49,978
2014	104	49	79	176	62,223
CAGR (2011 to 2014)	1.27%	-21.12%	-7.67%	20.76%	7.58%
Section of NH9 between Pune and Hyderabad					
2013	100	100	100	100	66,195
2014	116	73	91	110	69,083
CAGR (2013 to 2014)	16.07%	-27.31%	-9.26%	9.62%	4.36%
Section of NH65 between Pali and Kaithal					
2013	100	100	100	100	36,654
2014	106	119	103	115	43,662
CAGR (2013 to 2014)	5.71%	18.68%	2.86%	14.71%	19.12%
Section of NH8 between Udaipur and Kishangarh					
2011	100	100	100	100	154,047
2014	148	65	50	98	134,912
CAGR (2011 to 2014)	13.88%	-13.33%	-20.76%	-0.67%	-4.32%
Section of NH18 Andhra Pradesh					
2010	100	100	100	100	139,400
2014	76	54	94	533	198,086
CAGR (2010 to 2015)	-5.27%	-11.65%	-1.28%	39.77%	7.28%
Section of NH5 between Chennai and Vijayawada					
2011	100	100	100	100	276,519
2014	127	79	84	245	381,821
CAGR (2011 to 2015)	6.22%	-5.87%	-4.41%	25.06%	8.40%

(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)

Overview of National Highways in India

National highways facilitate trade and allow convenient movement of traffic across states. National highways constitute approximately 2% of the total road network but carry approximately 40% of total road traffic. The National Highways Authority of India ("NHAI") is the nodal agency under the Ministry of Road Transport and Highways ("MoRTH"). The NHAI is responsible for the building, maintenance and upgrading of national highways. In December 2000, NHDP was launched by the NHAI to develop the national highway network in India.

The number of lanes on national highways has also increased from single or double lane to four lane. Single lane roads decreased from 30% in 2008-09 to 24% in 2012-13. Double lane roads decreased from 53% in 2008-09 to 51% in 2012-13. For the same periods, four or more lane roads have increased from 17% to 24%. *(Source: CRISIL Report, dated May 20, 2015)*

The table below illustrates details of national highways for the periods indicated:

	National Highway Width 2008-09		National Highway Width 2012-13	
	(km)	(%)	(km)	(%)
Four/Six/ Eight Lane	12,053	17.1	19,128	24.2

	National Highway Width 2008-09		National Highway Width 2012-13	
	(km)	(%)	(km)	(%)
Two Lane	37,646	53.4	40,658	51.4
One Lane	20,849	29.6	19,330	24.4
Total	70,548	100.0	79,116	100.0

(Source: CRISIL Report, dated May 20, 2015)

The National Highway Development Programme

The NHDP involves the building, upgrading, rehabilitation and widening of existing national highways. The programmed is executed by the NHAI, in coordination with the Public Works Department of the various states. The NHAI also collaborates with the Border Roads Organisation for the development of certain stretches of road. The NHDP is being implemented in seven phases. These phases are outlined in the table below:

NDHP Phases		Description	Implementing Agencies
I	Golden Quadrilateral	Connecting Delhi-Kolkata Chennai	NHAI
	Port Connectivity	Connectivity for 10 major ports	NHAI
	Others	-	NHAI
II	North-South and East-West Corridor	Shrinagar to Kanyakumari (North -South) and Silchar to Porbander (East – West)	NHAI
III	Phase	Connecting state capitals and places of economic and tourist importance	NHAI
IV	Improve two lane standards with paved shoulders	-	MoRTH
V	Six – laning of existing national highways	Phase involves 6,500 km stretch under GQ	NHAI
VI	Expressways	-	NHAI
VII	Ring roads	-	NHAI

(Source: CRISIL Report, dated July 7, 2015)

Phase I is almost complete and approximately 6% of Phase II is left to be awarded. Phase III involves converting two-lane roads into four-lane roads. The criteria for identification of stretches under this phase include high-density traffic corridors not included in Phases I and II, providing connectivity of state capitals with the NHDP (Phases I and II) and connecting centres of tourism and places of economic importance. In 2011-12, projects with a total length of 1,871 km were awarded. However, project awarding decreased to 153 km in 2012-13. In 2014-15, nine projects with a total length of 680 km was awarded. Out of the total length of 12,109 km under this Phase, approximately 54% was complete as of May 31, 2015, and approximately 25% was under implementation. Further, approximately 21% of the total length under this Phase is yet to be awarded. The total cost incurred under this Phase up to October 31, 2014 was ₹ 850 billion. *(Source: CRISIL Report, dated July 7, 2015)*

Under Phase IV, approximately 20,000 km of national highways are planned to be improved to two-lane standards with paved shoulders. The NHAI has identified a total of 14,799 km of road under this phase. As of May 31, 2015, approximately 10% of the total length was executed, approximately 27% of the total length was under implementation and approximately 63% was left to be awarded. As of October 31, 2014, a sum of ₹ 96 billion has been incurred on this phase.

In 2013-14, around 928 km of projects were awarded under this phase compared to only about 644 km being awarded during 2012-13. In 2014-15, projects with a total length of around 2,397 km were awarded. Of these, four projects with an aggregate length of 612 km were awarded on a build-operate-transfer (“BOT”) basis. *(Source: CRISIL Report, dated July 7, 2015)*

Phase V involves six-laning of 6,500 kms of selected stretches of existing four-lane national highway on a design-build-finance-operate (“DBFO”) basis. This includes approximately 5,700 kms of the GQ and other selected stretches at a total cost of ₹ 412 billion (2006 prices). As of August 31, 2014, approximately 29% of Phase V was completed. As of May 31, 2015, approximately 33% of the total length under this phase was completed, approximately 22% was under implementation and approximately 45% was left to be awarded. As of October 31, 2014, a sum of ₹ 307 billion has been incurred on this phase. In 2013-14, two projects with a total length of 130 km were awarded under this phase and projects with a total length of 265 km were awarded in 2012-13. This was much lower than the 1,689 km length of project awarding in 2011-12. Also, both these projects were re-awards of projects awarded in the previous two years. *(Source: CRISIL Report, dated July 7, 2015)*

Phase VI includes the development of approximately 1,000 km of access-controlled four or six-lane divided carriageway expressways. Although this phase has been approved by the government, it is yet to see any awarding.

Phase VII proposes the construction of ring roads, flyovers and by-passes on selected stretches of national highways at an estimated cost of ₹ 167 billion. The government approved this phase in December 2007. While 700 km of stretches have been identified, as of May 31, 2015, approximately 3% of the project length was completed, approximately 3% of the project was under implementation and approximately 94% was yet to be awarded. As of October 31, 2014, a sum of ₹ 17 billion had been spent on this phase. *(Source: CRISIL Report, dated July 7, 2015)*

NHDP projects are awarded to private companies either in a cash contract or on a BOT basis. NHDP cash contracts are mainly financed through budget allocations from the Central Road Fund, negative grants or premium received and toll revenues. These projects may also be funded by loans and grants received from the World Bank and the Asian Development Bank. *(Source: CRISIL Report, dated July 7, 2015)*

As of May 31, 2015, out of the total length of 48,648 km of the NHDP, approximately 50% was complete, approximately 18% was under implementation and the remainder is yet to be awarded. As of October 31, 2014, a total cost of ₹ 2,365 billion has been incurred on this phase. The execution rate of NDHP projects has increased from 4.0 km per day in May 2014 to 5.3km per day in May 2015. The table below illustrates the status of the NHDP as on June 30, 2015:

	Unit	Phase							Total
		I	II	III	IV	V	VI	VII	
Total length	Km	7,994	7,142	12,109	13,203	6,500	1,000	700	48,648
Completed till date	Km	7,707	6,391	6,575	1,384	2,183	-	22	24,262
Completion rate as % of total	%	96.4	89.5	54.3	10.5	33.6	-	3.1	49.9
Completion from April 1, 2014 to June 30, 2015	Km	34	17	93	268	87	-	0	499
Under implementation	Km	287	402	3,040	3,962	1,373	-	19	9,083
Under implementation as % of total	%	3.6	5.6	25.1	30.0	21.1	0.0	2.7	18.7
Balance length for award	Km	0	349	2,494	7,857	2,944	1,000	659	15,303
Balance length for award as % of total	%	0.0	4.9	20.6	59.5	45.3	100.0	94.1	31.5
Cost incurred as on October 31, 2014	₹ billion	431	653	850	97	307	1	17	2,356

(Source: CRISIL Report, dated July 15, 2015)

The cost per kilometre under each phase of the NHDP is illustrated in the table below:

	Average cost per km (2015-16 to 2019-20) (₹ in millions)
NHDP Phase I	72
NHDP Phase II	101
NHDP Phase III	134
NHDP Phase IV	81
NHDP Phase V	158
NHDP Phase VI	576
NHDP Phase VII	216
Projects awarded by MoRTh	50

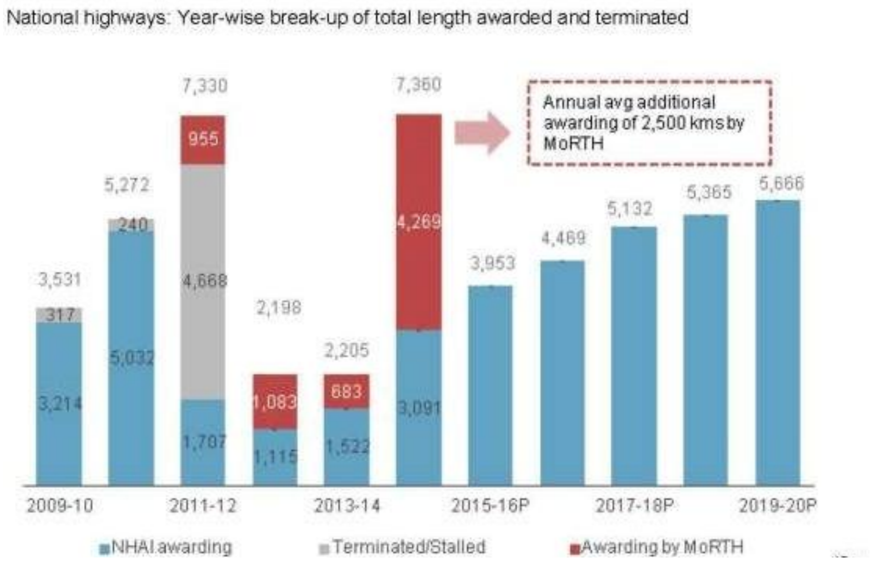
Note: The cost per km of various phases under NHDP is based on the actual cost of projects awarded in the past few years. Going forward, an annual increase in accordance with CRISIL's estimated inflation is assumed.

(Source: CRISIL Report, dated May 19, 2015)

National Highways Authority of India - Awarding Activity

Over the last few years, National Highway projects have been awarded at an extremely slow pace due to issues related to delays in land acquisition and environmental clearances, the offer of more stretches of road with lower traffic densities and weak financials of players in the sector. Although the number of projects has almost doubled from 1,522 km of projects in 2013-14 to 3,091 km of projects in 2014-15, this number is significantly lower compared to historical levels of 5,000 km and falls short of the government's execution target of 30 km per day.

Over the next five years, over 24,585 km of national highway projects are expected to be awarded. With developers losing interest in BOT projects, NHAI is looking to award more projects through the engineering, procurement and construction ("EPC") route. The chart below illustrates the year wise break-up of the total length of roads awarded and terminated for the periods indicated:



E: Estimated; P: Projected

(Source: CRISIL Report, dated May 19, 2015)

The NHAI has invited Requests For Qualification ("RFQ") and Request for Project ("RFP") for 20 different projects for the period from October 2014 to December 2014, the details are set out below:

	Length (km)	Indicative Project cost (₹ in Million)
Projects under RFQ	932	127,420
Projects under RFP	832	111,670
Projects under RFQ/ RFP	**230**	**53,670**
Total	**1,994**	**292,760**

(Source: National Highway Authority of India, as of November 4, 2014, available at http://www.nhai.org/procurement_current.asp)

Overview of State Roads in India

State roads are under the jurisdiction of the respective state governments. But the central Government can provide financial assistance through various schemes in order to develop the road network. The responsibility of awarding contracts for road development lies with the Public Works Department and the Road Development Corporation ("RDC"). Generally, cash contracts are awarded by the state Public Works Department and BOT annuity and BOT toll contracts are awarded by the respective state RDC. *(Source: CRISIL Report, dated May 7, 2015)*

Investments in State Roads

In the past, state roads have mainly been developed through Central Government expenditure through the Central Road Fund ("CRF") and funding under the Inter State Connectivity Scheme, among others. *(Source:*

CRISIL Report, dated May 19, 2015)

State governments have been focusing on improving state roads which has necessitated considerable expenditure. Between 2014-15 and 2018-19, the length of roads and highways upgraded or constructed at state level is expected to grow at an average of 7% to 8%. Total investments in state roads for the same period are expected to grow at an average of 12% to 13%. Private participation is expected to remain at current levels for state road projects with large progressive states such as Gujarat, Madhya Pradesh and Rajasthan being at the forefront of implementing state highway projects through the PPP route. Between 2010-11 and 2014-15, there was investment opportunity of ₹ 2,699 billion in state roads. For the period 2015-16 to 2019-20, investment opportunity is expected to increase to ₹ 5,061 billion. *(Source: CRISIL Report, dated May 19, 2015)*

Central Assistance

The Central Government established the Central Road Fund ("CRF") to provide financial assistance to state governments for road development and railway safety works within states. *(Source: CRISIL Report, dated May 7, 2015)*

The CRF is funded from the cess collected from the sale of petrol and high speed diesel. For every litre of petrol and high speed diesel sold, a cess of ₹ 2 is collected. The CRF provides assistance to states for the development and maintenance of state roads, rural roads, national highways, under and over bridges and safety works at unmanned railway crossings. Approximately 11% of the cess collected from high speed diesel and 30% of the cess collected from petrol is allocated towards the maintenance of state roads. *(Source: CRISIL Report, dated May 7, 2015)*

Inter State Connectivity Scheme

Under the Inter State Connectivity Scheme, the entire funding is provided by the Central Government. The inter-connectivity scheme typically includes the development of inter-state roads and roads connecting national highways. From 2001-02 to 2011-12 (up to December 31, 2012), a total of 328 projects amounting to approximately ₹ 28.57 billion were approved under the Inter State Connectivity Scheme. *(Source: CRISIL Report, dated May 7, 2015)*

Economic Importance Scheme

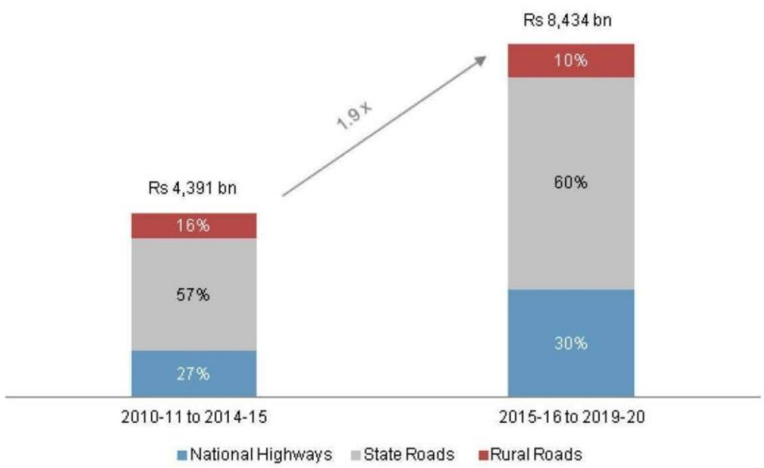
Under the economic importance scheme, projects are funded to the extent of 50% by the Central Government. The state government then contributed the remainder of the project cost. This scheme focuses on the development of roads facilitating connectivity to remote industrial and economic areas and roads facilitating the development of remote residential areas. Between 2001-02 and 2011-12 (up to December 31, 2012), a total of 173 projects amounting to approximately ₹ 11.9 billion were approved under the Economic Importance Scheme.

(Source: CRISIL Report, dated May 7, 2015)

Projected Investments in the Indian Road Sector

The chart below illustrates the share of investments across road categories for the periods indicated:

Share of investments across road categories



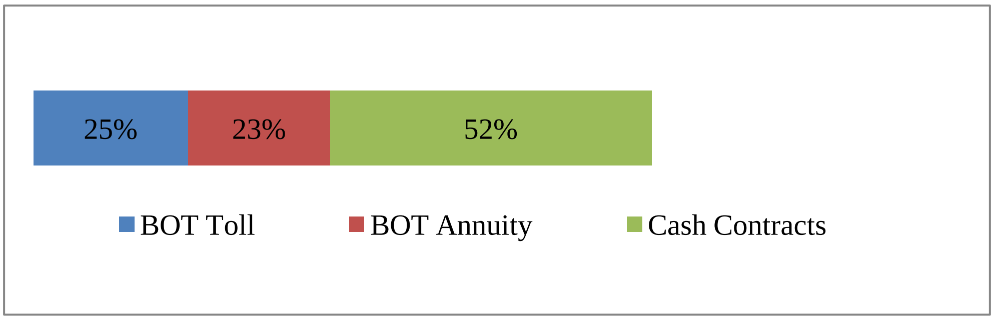
(Source: CRISIL Report, dated May 19, 2015)

The growth in investments will be led by the Government's focus on the sector. Investments would largely be driven by expenditure on national highways and state roads. While state roads will continue to account for a major share of investments, the share of national highways in overall investments is also expected to increase during the next five years. *(Source: CRISIL Report, dated May 19, 2015)*

Investments in National Highways

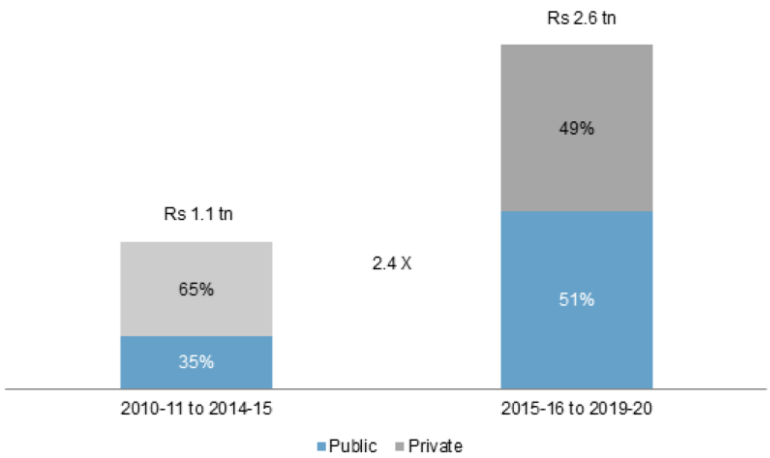
Between 2015-16 and 2019-20, an average of 15.8 km per day of roads is expected to be constructed or upgraded at an estimated cost of ₹ 2,580 billion. Approximately 49% of the investments are expected to be funded through private sector participation as compared to approximately 65% in the past five years. Over the next five years, investments are expected to grow by 2.4 times, with over half of the investments expected to be government-funded. *(Source: CRISIL Report, dated May 19, 2015)*

The chart below illustrates the share of national highway investments projected between 2014-15 and 2018-19:



(Source: CRISIL Report, dated May 19, 2015)

The chart below illustrates the estimated investment in national highways for the periods indicated:



(Source: CRISIL Report, dated May 19, 2015)

Competition in Road Projects

Competition to Moderate and Returns to Improve

Competition for BOT projects has decreased significantly over the past year. In contrast to 2011-12, when there were approximately 25 to 30 bidders for most projects, currently there are approximately 5 bidders with many projects not attracting any bids. With competition remaining moderate, bidding is not expected to be as aggressive and irrational as experienced in 2011-12. Further, developers have also factored in the recent slowdown in traffic which significantly affected the expected returns for the projects bid on earlier. As a result, expected returns for most projects bid on in 2013-14 and 2014-15 is expected be higher by 200 bps to 300 bps during than projects bidded on two to three years ago. *(Source: CRISIL Report, dated May 19, 2015)*

The number of bidders pre-qualified in 2015 by the NHAI for different levels of project cost, as part of annual pre-qualification, is given below:

Project Cost	No. of Pre-Qualified Bidders (2015)(1)
Total Project Cost < = ₹ 20 billion	22
₹ 20 billion < Total Project Cost < = ₹ 30 billion	8
₹ 30 billion < Total Project Cost < = ₹ 50 billion	10
Total Project Cost > ₹ 50 billion	11

Note (1) : This excludes 2 applicants which have been withheld

(*Source: NHAI - Result of RFAQ 2015, data available at http://www.nhai.org/Doc/14may15/Result%20of%20RFAQ%20-%202015.pdf*)

Policy Framework for the Indian Road Sector

Central Government Policy

To encourage and facilitate private sector investment and participation in the roads sector, the Central Government has implemented certain policies and provided fiscal incentives. These include:

- 100% foreign direct equity investment allowed in road projects; and
- Dispute resolution will be in line with the Arbitration and Conciliation Act 1996, based on the United Nations Commission on International Trade Law provisions.

Key Parameters of the New Model Concession Agreement and Bidding Process

The new model concession agreement for BOT toll based projects has been prepared. The agreement identifies risks and specified the terms and conditions for risk sharing between private companies and the Government. In accordance with recommendations of the B.K. Chaturvedi Committee report, future road projects would be awarded on BOT-toll, BOT annuity and cash contracts concurrently, and not subsequently.

The selection of the concessionaire under the new model concession agreements is based on open competitive bidding. All project parameters, such as the concession period, toll rates, price, indexation and technical parameters are clearly stated upfront. Pre-qualified bidders are required to specify only the amount of grant sought. The bidder who seeks the lowest grant wins the contract. In some cases, instead of seeking a positive grant, a bidder may offer a negative grant or offer to share project revenues with the NHAI. In that case, the bidder offering the highest negative grant or revenue share wins the contract.

In accordance with the recommendations of the B.K. Chaturvedi Committee report, the concession fee or premium is the amount the concessionaire agrees to share with the NHAI out of the revenues of the road project on the date of commercial operations. The premium would increase by 5% in each year of the concession period.

The maximum grant provided will be 20% of the project cost. If the grant is inadequate for making a project commercially viable, an additional grant up to a maximum of 20% of the project cost may be provided to the concessionaire. In accordance with recommendations of the B.K. Chaturvedi Committee report, the entire grant would be disbursed to the concessionaire during the construction period.

The concession period is generally expected to be 20 years, but may vary depending on the volume of existing and projected traffic for specific projects. The time required for construction, typically between 24 and 30 months, is included in the concession period. A concessionaire starts earning revenues from COD and this gives the concessionaire an incentive to complete the project ahead of schedule.

A time limit of 180 days is set to achieve financial closure by the concessionaire. In the event of failure, the bid security is forfeited. The NHAI has introduced an additional condition for bidding on road projects. For a project of cost less than ₹ 30 billion, developers cannot bid if financial closure on any other project is pending in three or more NHAI BOT projects on the bidding date. For a project cost equal to or more than ₹ 30 billion, a bidder will not be eligible if financial closure is pending for two projects. However, if a bidder convinces the NHAI about surety of arrangement of funds for the project, it may bit for more projects.

In accordance with the new policy passed in May 2015, concessionaires for projects awarded before and after 2009 can now exit a project completely post two years of project completion. The new policy allows developers of existing and upcoming projects to sell or transfer their entire stake in the special purpose vehicle formed for the project without having to create a new SPV. The exit by the developer can only be effected with the consent of the lenders and the NHAI. The new policy is in contrast to the earlier policy whereby developers were required to hold at least a 51% equity stake during construction and a 26% equity stake for up to two years after commercial operation. Additionally, under the earlier policy, concessionaires that were awarded projects before 2009 could only transfer up to 74% of their stake in any project after two years of commercial operation.

(Source: CRISIL Report, dated May 19, 2015)

Obligations of NHAI

In accordance with recommendations of the B.K. Chaturvedi Committee report, the obligations of the NHAI are as follows:

- acquire and hand over possession of 80% of land required for the project till the letter of award and balance of 20% to be handed over within 90 days of project award;
- obtain all environmental clearances for the project before financial closure is achieved; and
- ensure that no competing road is constructed where NHDP is being implemented. NHAI will have to compensate the concessionaire if this is breached. *(Source: CRISIL Report, dated May 19, 2015)*

Premium Rescheduling

In accordance with the recommendations, the shortfall in premium payments after incurring operational and maintenance costs and making debt servicing payments from the toll revenues, will be extended as a loan to developers seeking to reschedule the premium. The loan will be at a discounted RBI bank rate plus 200 basis points. According to certain media reports, projects awarded at a premium until March 3, 2014 can apply to the NHAI for rescheduling. The relief can be availed by operational, under implementation and stalled projects. However, the developer will have to clear all premiums due one year before the concession period ends. The panel also proposed a penalty for projects delayed due to the fault of the developer. *(Source: CRISIL Report, dated May 19, 2015)*

In May 2014, the board of the NHAI considered nine proposals for the deferment of premium and approved the same. In all, the nine proposals involved deferment of premium for a total value of ₹ 59,599.30 million. The period during which such deferment is considered is 2014-15 till 2026-27, with the deferment granted during 2014-15 amounting to ₹ 6,513.00 million. This step would give huge comfort to the lenders as debt obligation would now get priority over the premium payable to the NHAI. The NHAI would be able to recover the deferred premium with interest in the latter period of the concession. The deferment will be limited to the actual revenue shortfall after meeting the debt obligation and operation expenditure. The concessionaire would not be allowed to declare any dividend until the shortfall in premium is made good. The concessionaire would also be required to share their toll collection data with NHAI on real time basis. *(Source: Press Information Bureau, Government of India, MoRTH)*

Substitution

In June 2013, the Cabinet Committee on Economic Affairs approved the proposal to facilitate substitution of concessioners in ongoing and completed national highway projects. According to the proposal, the existing concessioners are permitted to divest their equity in totality in ongoing or completed projects. However, following the substitution, the leading substituting entity will be required to maintain at least a 51% equity holding in the project special purpose vehicle. The decision to permit substitution will be taken by lenders in consent with the NHAI. *(Source: CRISIL Report, dated May 19, 2015)*

Fiscal Incentive for Road Developers

Under section 80 IA of the Income Tax Act, profits and gains derived by an undertaking are subject to a 100% deduction for 10 consecutive assessment years out of the 20 years beginning from the year in which the undertaking begins to operate the business provided such profits and gains are derived from the business of: i) developing, ii) operating and maintaining or iii) developing, operating and maintaining a road including a toll road, a bridge, a highway project including housing or other activities being an integral part of the highway project. *(Source: CRISIL Report, dated September 2, 2014)*

Further, a deduction of 40% of the income from financing of the infrastructure projects is available so long as the amount is kept in special reserve. On certain identified high quality construction plants and equipments, import duty has been completely exempted for public funded needs. The import of bitumen is now permitted under an open general license. Also, external commercial borrowings are permitted up to 35% of the project cost. *(Source: CRISIL Report, dated May 19, 2015)*

State Government Policy

States such as Maharashtra, Madhya Pradesh, Gujarat, Rajasthan and Karnataka have established state road development corporations for the development and implementation of road projects. In order to encourage private sector participation states such as Maharashtra, Rajasthan and Andhra Pradesh use their own model concession agreement. The policy framework for development and implementation of road projects varies across each state. *(Source: CRISIL Report, dated May 19, 2015)*

Delinking of Forest and Environmental Clearances

In March 2013, the Supreme Court gave approval to delink forests and other environmental clearances. The delinking of the two clearances is valid only for road widening projects. This judgment allows companies to commence the road widening process with just environmental clearances without waiting for forest clearances. However, forest clearances will be necessary for stretches of road that fall within the forest areas. *(Source: CRISIL Report, dated May 19, 2015)*

Relaxation on Environmental Norms for Road Widening Projects up to 100 km

In June 2013, the Environment Ministry cleared a proposal allowing the expansion of highways up to 100 km without environmental clearance. Previously, environmental approval was not required for road expansion up to 30 km. The relaxation will also be applicable on existing highways which require additional 40 metres of land for widening, which was previously set at 20 metres. *(Source: CRISIL Report, dated May 19, 2015)*

Penalty on overloaded vehicles

In December 2013, the MoRTH modified the National Highways Fee (Determination of Rates and Collection) Rules, 2008. A provision levying a penalty on overloaded mechanised vehicles entering the national highways was introduced. The penalty, equal to ten times of the fee applicable under the respective category, is payable to the toll collecting agency. *(Source: Ministry of Road Transport and Highways notification, dated December 16, 2013)*

Infrastructure Investment Trust

In the Indian budget for the Financial Year 2014-15, the formation of Infrastructure Investment Trusts (InvITs) was announced. InvITs have a tax efficient pass through status for PPP and other infrastructure projects. The Finance Bill for the Financial Year 2014-15 provides various provisions in the Income Tax Act with respect to InvITs.

Pursuant to the Budget announcement, the SEBI (Infrastructure Investment Trusts) Regulations, 2014 ("InvIT Regulations") have been notified dated September 26, 2014. Some of the key features of the regulations are outlined below:

- InvITs are proposed to provide a suitable structure for the financing or refinancing of infrastructure projects in India;

- InvIT shall mean the trust registered as such under the regulations and the parties to the InvIT shall include the sponsor(s), investment manager, project manager and the trustee;

- The investment by an InvIT shall only be in SPVs or infrastructure projects or securities in India. In the case of PPP projects, the InvIT shall mandatorily invest in the infrastructure projects through a SPV;

- With respect to InvITs that hold not less than 80% of its assets in completed and revenue generating infrastructure projects, the initial issue of units shall be by way of initial offer only and the minimum subscription from any investor in the initial and follow-on offer shall be ₹ 1 million;

- If the InvIT invests or proposes to invest in under-construction projects, the value of which is more than 10% of the value of the InvIT assets, it shall raise funds by way of private placement only through a placement memorandum from qualified institutional buyers and body corporate only with a minimum investment from any investor of ₹ 10 million from not less than five and not more than one thousand investors;

- It shall be mandatory for units of all InvITs to be listed on a recognized stock exchange having nationwide trading terminals, whether publicly issued or privately placed;

- No initial offer of units by an InvIT shall be made unless it is registered with SEBI and unless the value of the assets held by the InvIT is not less than ₹ 5,000 million and the offer size is not less than ₹ 2,500 million; and

- The aggregate consolidated borrowings and deferred payments of the InvIT net of cash and cash equivalents shall never exceed 49%. of the value of the InvIT assets.

(Source: Securities and Exchange Board of India)

Policy Changes

Two factors which have affected the execution of national highways are the delay in land acquisition and clearances and the poor financial health and resultant lack of interest from private developers. Recently, the Government announced a number of policy changes to address these concerns. Over the past year and a half, the government together with the NHAI have implemented several policies such as fast-tracking environmental nod, delinking forest and environmental clearances, increasing limits on sand mining and providing online filing facilities for obtaining clearances for the construction of rail over bridges and rail under bridges. Further, over the past year, the NHAI has tried to ensure that at least 80% land is in possession of the developer before awarding a project. *(Source: CRISIL Report, dated May 19, 2015)*

The table below illustrates the policies or initiatives enacted by the Government during 2015:

Policy Change or Initiative	Date	Impact
Infusion of equity into projects which are stuck in advanced stages of completion	May 2015	Will improve cash flows of developers and improve their debt servicing ability
Allowed 100% exit for developer after 2 years of project completion both for pre-2009 and post-2009 projects	May 2015	Will improve cash flows of developers which can be used for debt repayment or infusion of equity into new projects
Of the total claims of ₹ 22 billion, NHAI has settled contracts worth ₹ 15 billion for ₹ 12 billion in 2014-15	March 2015	Will improve cash flows of EPC contractors. Speedy dispute resolution will create a conducive environment for PPP projects
Government budgetary support to national highways raised by 178% to ₹ 856.1 billion in Union Budget 2015-16	February 2015	Will aid execution of EPC projects
5:25 scheme which allowed banks to refinance or sell their long-term project loans every 5 years	December 214	Resolve cash flow mismatch issues for sound projects
MORTH to decide mode of award and is empowered to amend Model Concession Agreement (MCA)	August 2014	Cut delays in awarding and aid faster resolutions of issues related to project viability, especially in stuck PPP projects
Fast track clearances – i) states to clear projects with up to 40 acres of forest land, ii) increased limit for sand mining, iii) online filing and clearing of rail over bridges and rail under bridges	August 2014	Close to one-third of the stalled projects suffered delays due to clearance issues. Move beneficial is to reduce delays in approval
Waiver of charges for mutual usage of land between Railways and Roads	August 2014	Reduce time for railway approvals as evaluation of cost for usage of land not required

Policy Change or Initiative	Date	Impact
ministry		
Bidding of tenders only after 80% land has been acquired	July 2014	Helps reduce delays in implementing future projects
Announcement for setting up “3P India”	July 2014	Would address issues affecting private participation – effectiveness will depend on the final form, shape and powers assigned to the body
Premium rescheduling for stressed projects	March 2014	Beneficial to lenders and players with projects which are completed or nearing completion
Set up of Project Monitoring Group (PMG)	June 2013	No major impact so far. In August 2014, a project awarded in 2011-12 has been cleared by PMG
De-linking of forest and environmental clearance	March 2013	Reduction in delays as approvals can be granted concurrently. Earlier, clearance was delayed as forest and environmental clearances were linked and delay in any one of the two, impacted sanction of overall approvals

(Source: CRISIL Report, dated May 19, 2015)

Initiatives in the 2015-16 Budget for the Road Sector

The 2015-16 union budget has proposed a 178% year-on-year increase in investments for the development of national highways of ₹ 856.1 billion. A major portion of this proposed increase will be funded by an increase in road cess on petrol and diesel by ₹ 4 per litre. The increase in government funding is expected to boost the execution of national highway project by approximately 5,800 km annually and create more opportunities for EPC companies in the sector.

Further, the implementation of tax-free bonds for road projects and the establishment of the National Investment and Infrastructure Fund is expected to provide additional financing options. Improving the efficiency of the tax regime for Infrastructure Investment Trust may also help free up private capital that is currently locked in completed projects. *(Source: CRISIL Report, dated March 2015)*

The government also plans to postpone the Public Contracts Resolution of Disputes Bill, which may aid in the efficient redress of disputes in large public projects and create a more conducive environment for PPP projects. *(Source: CRISIL Report, dated March 2015)*

Profile of Key Regions

The table below illustrates the Net State Domestic Product (NSDP) growth rates and the Per Capita Income growth rates for the states specified:

State	NSDP (1993-94 to 2012-13)	Per Capita Income (1993-94 to 2012-13)
Maharashtra	*7.52%*	*5.89%*
Gujarat	*8.40%*	*6.70%*
Rajasthan	*7.41%*	*5.34%*
Karnataka	*7.33%*	*6.11%*
Haryana	*8.46%*	*6.37%*
Andhra Pradesh	*7.42%*	*6.40%*
India	*6.81%*	*5.12%*

(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)

The profile of each of the above states and some of the states key regions are set out below:

Maharashtra

Maharashtra occupies a prominent position in terms of industrial output, investment and economic growth in the country. Developed infrastructure, an abundance of skills and resources, the presence of an active services sector conducive to industrial growth, large scale urbanization, connectivity to all major areas and socio-economic development, among others, provide an edge to Maharashtra for the investment and development of new industries. *(Source: Economic Survey of Maharashtra, 2014, available* *at:https://www.maharashtra.gov.in/PDF/EcoSurvey_2015_Eng.pdf)*

Until November 2014 by way of a MOU, 417 mega and large projects were approved in the state, with an investment of ₹ 3,380.03 billion. Of these, 119 projects with an investment of ₹ 407.71 billion were commissioned and 121 projects with an investment of ₹ 925.90 billion are under execution. Till October 2013, in all 18,709 industrial proposals with an investment of ₹ 10,633.42 billion were approved. Out of these, 8,376 projects (44.8%) with an investment of ₹ 2,547.84 billion (23.9%) were commissioned and 2,115 projects with an investment of ₹ 880.86 billion are under execution. *(Source: Economic Survey of Maharashtra 2014-15, available at: https://www.maharashtra.gov.in/PDF/EcoSurvey_2015_Eng.pdf)*

Aurangabad: Aurangabad is the fifth largest industrial district in Maharashtra after Pune, Raigad, Nashik and Thane. The city is bordered by Nashik, Jalna and Ahmednagar districts which have substantial industrial presence. Aurangabad has five Maharashtra Industrial Development Corporations ("MIDC") and two growth centres. Shendra, Chikalthana and Waluj MIDC industrial areas are prominent industrial zones on the outskirts of the city. Aurangabad is the manufacturing hub for many firms in the automotive, auto components pharmaceuticals, breweries, consumer durables, plastic processing, aluminium processing, agriculture and biotech sectors. The city is a major tourist attraction with a number of world heritage sites such as the Ajanta and Ellora caves, Daulatabad fort and Bibi-Ka-Maqbara. Aurangabad has been included in the DMIC Early Bird project which includes Shendra-Bidkin industrial park, which has a proposed area of approximately 8,340 hectares and an international convention centre. The proposed industrial park is to be completed in three phases by 2042 with an estimated capital investment of ₹ 74,633.2 crs and will see the opening of many industries. *(Source: Aurangabad District, Maharashtra, available at: http://aurangabad.nic.in/)*

Rajura: Rajura is a city in the Chandrapur district which is situated by the Wardha River in Maharashtra, near the Andhra Pradesh border. Chandrapur has an abundance of mineral resources with coal being a major resource found in the Wardha River basin. Chandrapur district accounts for a significant amount of mineral production in Maharashtra. The district also has ferro-manganese and silico-manganese production plant capabilities. Rajura is endowed with significant limestone deposits as well as copper deposits. Chandrapur has a thermal power plant which supplies power to the region and beyond. This is due to the large coal mines in the region which are utilized in the power production. There is a large paper manufacturing unit present in the region. Chandrapur district is a major rice producer in Maharashtra and exports the same. These industries contribute to the local economy while the industries with export products contribute to other regions as well. *(Source: Minsitry of Micro, Small and Medium Enterprises, available at: http://www.dcmsme.gov.in)*

Sindhudurga: A number of industries are contributors of economic activities in Sindhudurga. Sawantwadi has an active woodcraft industry producing toys *(Source: Maharashtra Small Scale Industries Development Corporation Limited, available at: https://mssidc.maharashtra.gov.in/?page_id=44)*. Sindhudurga also has multiple tourist and pilgrimage destinations such as the Sindhudurg Fort, Kunkeshwar Temple, Tarkarli Beach (Malvan) and Amboli Waterfalls (Sawantwadi). (*Source: http://sindhudurg.nic.in/index.html*) The availability of minerals such as iron ore, bauxite, silica sand, dolomite, china clay, fire clay, feldspar, graphite and manganese have spurred the mining industry. Of these, manganese, iron and bauxite are the minerals that are primarily exported. Local fruit produce has fuelled the local fruit processing industry, which is currently a growing industry in the region. Cashews support a cashew processing cluster (under implementation). Being a coastal district, fishing is practiced and processed fish is exported. *(Source: Ministry of Micro, Small and Medium Enterprises, available at: http://www.dcmsme.gov.in)*

Deglur: Deglur is located in the Nanded district within Maharashtra on the border of Andhra Pradesh and Maharashtra to the east and bordering Karnataka in the South. Deglur is home to places of religious significance such as, Hujursaheb Gurudwara and other temples which attract tourists into the region. As a result, this also spurs the hotel industry. Soya cake is a primary export item from the region. Other products produced include pulses, jawar, maize, spices and fruits. While Nanded is not exactly a mineral-rich region, it has sizable deposits of limestone and granite. Nanded also has capabilities in engineering (including truck-body building), textiles, steel, plastic and cement sectors. *(Source: Minsitry of Micro, Small and Medium Enterprises, available at: http://dcmsme.gov.in/dips/IPS%20NANDED.pdf)*

Dhule: Dhule is a district administrative centre. It is located at the crossing of three national highways, namely NH-6 (Surat - Nagpur), NH-3 (Mumbai - Agra) and NH-211 (Dhule - Solapur). The cotton textile mill at Dhule is the large scale industry in the district. *(Source: Dhule Municipal Corporation, available at: http://www.dhulecorporation.org/)* The district has four major industrial areas, namely: Dhule Industrial Area (400 hectares), Nardana Central Government sponsored Growth Centre (750 hectares), Brahmanwel Industrial

Area (438 hectares) and Ubharandi and Raipur Industrial Area (158 hectares). *(Source: Official Website of the District of Dhule, available at: http://dhule.nic.in/html/industry.htm)*

Nagpur: Nagpur is a fast growing metropolis and the third largest city in Maharashtra after Mumbai and Pune. It is also a major commercial and political centre of the Vidarbha region of Maharashtra. It is famous throughout India as the "Orange City" as it is a major trade centre for oranges cultivated in the region (*Source: nagpur.nic.in/ehtmldocs/emiddle.htm*). The Government of Maharashtra has decided to develop a composite project called the Multi-Model International Passenger and Cargo Hub Airport at Nagpur ("MIHAN"). The project involves developing the existing domestic airport of Nagpur into an international passenger and cargo hub airport. A large SEZ of 2,000 hectares would surround the airport boundary and house various export oriented units such as information technology industries, gems and jewellery, garments, electronic goods, pharmaceuticals, processed foods and any other types of industries. It is proposed to have a large road terminal with parking facilities for approximately 900 trucks at a time, a huge warehouse, an open stockyard and a cold storage. By the side of this road terminal, there is a proposed rail terminal capable of handling two trains at a time. MIHAN is a composite project of airport, road terminal, rail terminal, SEZ and various other allied services such as housing, health city, and international school. (*Source: nagpur.nic.in/ehtmldocs/left_link/mihan.html)*

Nashik: Nashik is a busy hub of industrial activities and is popular with tourists as it has historical caves, temples, holy rituals, museums and wet lands. Industrial estates and many industries are developing in all parts of the district. MIDC is establishing four industrial estates at Malegaon, Sinnar, Satana and Manmad and two co-operative industrial estates at Nandgaon and Kadwa. The Sinnar industrial estate is one of the largest cooperative industrial estates in India. Apart from grapes, onions and vegetables, many industrial products are exported from Nashik. *(Source: www.nashik.nic.in/divisionalcommissioner.htmldocs/industries.html)* Many reputed and large companies like Mahindra & Mahindra, MICO, Siemens, Crompton Greaves, Kirloskar, Raymond steel, Jindal, Brook Bond, L & T, Ceat, VIP, Carbon Everflow, Garware, Jyoti Structures, Samsonite, Datar Switch Gears, Glaxo India etc. have established their units in the District. *(Source: District of Nashik, available at: http://nashik.nic.in/htmldocs/disoverview.htm)* Igatpuri-Nashik-Sinnar Investment Region has identified for development in the first phase of the Delhi – Mumbai Industrial Corridor (DMIC) Project. (*Source available at http://pib.nic.in/newsite/PrintRelease.aspx?relid=67931)*

Sangli: Sangli is primarily involved in fruit processing business, such as grape processing, raisin making and wine making. Sangli Food Park is planned on a 305 acre plot at Mane Rajuri near Sangli city. A common facility centre created for raisin making in Sangli under the MSE-CDP scheme would enhance the export of raisins to the international avenues complying with international packaging standards. *(Source: Ministry of Micro, Small and Medium Enterprises, available at: http://www.dcmsme.gov.in/dips/DIPS%20Sangli.pdf)*

Solapur: Solapur is an important district in Maharashtra. The national highways such as the NH-9, NH-13 and NH-211 pass through the city putting Solapur on the frontline of the commercial map of India. Solapur is home of the handloom and powerloom weaving industry which provides employment to a large number of people. There are approximately 6,000 powerloom industries operational in the district. There are approximately 25,000 powerloom and approximately 30,000 workers are employed. *(Source: Solapur, available at: http://solapur.gov.in)*

Gujarat

Strategically located on the west coast of India, Gujarat is well connected to the major cities of the world by air and sea routes. Gujarat has a strong economy with the SDP rising at an average growth rate of 10.1% since 2005 to 2013, more than the national average. The state has been ranked first in India for "Economic freedom among states" in India 2013. The State also has a world-class performance in its production of cotton, castor, cumin, denim, processed diamonds, sponge iron, wall clocks etc. The sectors that keep attracting investments are petrochemicals, chemicals, drugs and pharmaceuticals, minerals, ceramics, gems and jewelry, textiles, auto and engineering, IT, power and ports. *(Source: http://www.vibrantgujarat.com/growing-infrastructure-2015.htm and http://www.vibrantgujarat.com/trade-invest.htm)* In terms of traffic performance, the annual growth rate of the vehicular population of Gujarat has been consistently higher than the national average. Gujarat had a decadal growth in 2001 of 172% in comparison to the national average of 156%. *(Source: Amdavad Municipal Corporation available at http://www.egovamc.com/citizens/cdp/chapter4.pdf)*

The residential use of land in Gujarat is expected to increase in the next few years. Affordable housing is also expected to be developed in certain areas. Land use is expected to increase in the near future. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

Delhi Mumbai Industrial Corridor (DMIC), a high impact industrial area within 150 km distance on both sides of the Dedicated Freight Corridor (DFC), with an investment potential of US$ 90 billion is being developed between Delhi and Mumbai. Around 38% (564 km) of length of DFC will pass through Gujarat. 62% of total area of Gujarat (18 out of 26 districts) is within the influence area of DMIC – including Ahmedabad and Vadodara. (*Source: http://www.vibrantgujarat.com/investment-opportunities.htm)*

Ahmedabad: Ahmedabad is the largest city in the state of Gujarat and the fifth largest in India. *(Source: India census 2011)* By 2021, the city is expected to grow by another 184 square km over its 2011 estimates and its population is expected to reach about 8 million. *(Source: AUDA available at: www.slideshare.net/EMBARQNetwork/OI-d-thara-april-tod-prezi)* The city has industries such as textile, chemical, pharmaceutical, metallurgy and engineering. (*http://dcmsme.gov.in/dips/dip%20ahmedabad_gu.pdf*) The State of Gujarat offers uninterrupted power supply, state-wide gas grid, rich gas reserves, extensive road and rail network and airports which makes it conducive for all types of investments to thrive. *(Source: http://www.vibrantgujarat.com/trade-invest.htm)*

The capital city of Gujarat, Gandhinagar is situated 32 km from Ahmedabad. Gandhinagar is a major tourism destination in Gujarat with multiple religious places in the vicinity. *(Source: Gujarat State website available at: http://gujaratindia.com/about-guarat/religious-places.htm)* Situated 37 km from Ahmedabad, Kheda is named the 'Golden Leaf' as it is a major producer of tobacco in Gujarat. It also has a strong cotton cultivation facility. Other industries present include textile, paper, electrical equipment and food processing. Several new manufacturing industries such as ceramics, plastics and its products, cement and gypsum are developing in the district. *(Source: http://dcmsme.gov.in/dips/BIP%20KHEDA_guj.pdf)*

Ports in Gujarat: Kandla port is the largest major port in India. In 2012-13, the port handled approximately 93 million metric tonnes of cargo. Currently, projects to enhance the capacity by another 47 MMTs are being implemented. *(Source: Kandala Port Trust, available at: http://www.kandlaport.gov.in/)* Mundra ports is one of the most prominent private port in India. Besides Pipavav, Hazira and Essar ports are also located in the state *of Gujarat (Source: http://www.investindia.gov.in/ports-sector/)*India's first port-based SEZ was established at Mundra. *(Source: Gujarat Infrastructure Board, available at: http://www.gidb.orgport-milestone-decisions)* Vadodara is connected to Ahmedabad through the upcoming Ahmedabad-Vadodara Expressway. *(Source: National Highway Authority of India)* The district has significant establishments in chemicals and fertilizers, pharmaceuticals, biotechnology, cotton textiles, machine tools, glass, engineering, tobacco, fisheries and dairy. The district is a significant beneficiary of the DMIC project which passes through it. (*Source: http://dcmsme.gov.in/dips/BIP%20VADODARA%20100812.doc%20FRESH.pdf)*

*Bharuch***:** The Petroleum Chemicals and Petro-Investment Region ("PCPIR") is a specifically delineated investment region planned for the establishment of production facilities for petroleum, chemicals and petrochemicals. The PCPIR is spread over 453 sq km of brownfield area in the Gulf of Khambhat, in Bharuch District in South Gujarat. The area is in the vicinity of other chemical estates, an onsite chemical port terminal and a LNG terminal and ONGC Petro additions Limited [(1)]. A greenfield airport for PCPIR and airstrip at Ankleshwarand has been proposed in the region[(2)], number of port projects proposed which includes 40 MMTPA ports by Sandesara Group (solid cargo, liquid cargo and container port), marine shipbuilding park by Gujarat Maritime Board, Ro-Ro Ferry Service and common user jetty by Gujarat Maritime Board[(3)]. A chemical logistic park of approximately 80 hectares have been planned (only chemical logistic park in India) and number of power supply projects are in construction stage such as 1500 MW gas based by Torrent Power and 2640 MW coal based by Adani Power in PCPIR region [(4)]

Source: Official website of PCPIR

(1) http://gujaratpcpir.org/index.html
(2) http://gujaratpcpir.org/infrastructure/other.html
(3) http://gujaratpcpir.org/infrastructure/port-connectivity.html
(4) http://gujaratpcpir.org/infrastructure/internal-infrastructure.html

Rajasthan

NH-8 and NH-768 in Rajasthan are expected to benefit from the creation of tunnels and realignment. The marble industry is expected to be set wider apart as a result of such road improvements in the state. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

Udaipur: Udaipur is a major industrial hub for minerals and exports, such as zinc and marble among other minerals and industrial products. Another significant industry in this region is the tourism industry. Udaipur's multiple tourist locations are visited by numerous tourists each year. (*Source: http://www.tourism.gov.in/CMSPagePicture/file/marketresearch/statisticalsurveys/05%20rajasthan.pdf*)This also gives rise to supporting service industries, such as the hotel industry. There are 16 large-scale industries in the Udaipur district, manufacturing the following products: synthetic yarn, stationery, chemicals, marble and granite, among others. In Udaipur, major areas are covered with rock hills and approximately 3,844 hectares of land are covered with forest. This forest provides valuable products such as honey, wax, katha and tendu which are then sold. In addition to the above industries, Udaipur has tourist attractions such as lakes. (*Source: http://dcmsme.gov.in/dips/DIPR_Udaipur.pdf)*

Kishangarh: The economy of this district is famous for two industrial clusters: marble and power loom. The powerloom and marble industries are fast growing industries in this region. The district is famous for producing wide width fabric used in bed-sheets. The final product of the Kishangarh power loom cluster is grey fabric of different qualities. 80 % of the grey fabric is marketed through brokers, who take it to the Jaipur market where it gets processed, dyed and printed and sold to the final consumer. 15% of the grey fabric is sold at Ahmedabad, Delhi, Mumbai and other parts of India and only some 5% of quality fabric is being exported. (*Source: http://www.msmefoundation.org/folder/diagnostic/54.pdf)* This district is an example of a natural cluster based on raw material resources known for its 'marble cutting' cluster. (*Source: http://www.unido.org/fileadmin/import/userfiles/russof/small.pdf*)

Karnataka

In recent years, there has been a reduction in the production of iron ore from existing steel industries due to a ban on iron ore mining. In April 2013, the Supreme Court passed an order regarding the mining of iron ore in Bellary, Tunkur & Chitradurga districts. The Supreme Court cancelled 51 leases of category 'C' mines, and lifted bans on 27 mines of Category A and 63 mines of category B, subject to conditions, including adherence of the reclamation and rehabilitation plans. Accordingly, the mines have started to reopen in a regulated environment and so the steel industry in the Bellary-Hospet region of Karnataka is expected to grow. NH13 is currently the most widely used corridor for North-South traffic in India. It is expected that NH-13 will benefit from the need to transport iron ore as a result of reopening of the mines. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

Bijapur: Bijpaur district spreads over 10,541 square kilometres. Farming and agriculture related business is the main occupation for many people in the district. There are 8,471 small scale industries in the district. Further, a large no. of units and people are in the handloom sector & in wooden furniture/other wood works. The major sector providing employment is the repair and service industry. There a substantial no. of units engaged in engineering and leather based industry. *(Source: http://dcmsme.gov.in/dips/DIP-BIJAPUR.pdf)*

Bellary: Bellary district spreads over 8,447 sq km. Key industries in the district include steel, cement, rice mills, readymade garments and textiles. Cotton based industries and oil extraction units contribute significantly to Bellary's economy. There are 48 cotton-based industries and 45 oil-extraction units (groundnut and sunflower) in the district. *(Source: Public Private Partnerships in India, Ministry of Finance, Government of India, available at: http://www.pppinindia.com/pdf/karnataka/District%20Profiles/Bellary.pdf)*

Telangana

Telangana is rich in water resources and coal mines. The Government of Telangana is in the process of establishing a single window clearance system for its industrial policy for faster clearances and approvals. This is likely to accelerate industrial growth within the state. Along with residential and industrial growth, there is likely to be an increase in passenger and commercial traffic within the state. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

Hyderabad: Hyderabad is the capital city of the Indian state of Telangana. The city is a hub for film industry, and it has world-class public and private hospitals, Central and State level research institutions, information technology industry, biotech and pharma industry and many public sector entities. Hitec City in Hyderabad is a hub of information technology, which reflects the growth story of Hyderabad. It is the main nucleus of Hyderabad, the most sought after IT destination. *(Source: Telangana Tourism, available at: http://www.telanganatourism.gov.in/hyderabad.html)*

Warangal: Warangal city is well known as an important educational centre. In 1959, Warangal established the

Regional Engineering College and the first among the 17 RECs in the country. The Central Government has declared the 30 acre land belonging to the Andhra Pradesh Industrial Infrastructure Corporation at Madikonda as Special Economic Zone for the development of an information technology park in the Telangana Region. Warangal is in the Tier-II cities list of IT policy. Many software firms are expected to focus their attention towards the district. *(Source: Warangal District, available at: http://warangal.nic.in/)*

Haryana

Haryana is an investor-friendly state and offers skilled, motivated and relatively low-cost manpower with a good infrastructure and harmonious industrial relations. The state has been able to attract sizable investment from multinational companies, large business houses, foreign investors, non-residents Indian and small scale entrepreneurs. It has a rich industrial base, equipped with incomparable infrastructure. One-third of Haryana falls under the National Capital Region. Panipat, Rohtak, Gurgaon, Faridabad and Sonepat have a special potential for accelerated socio-economic development. *(Source: Haryana Government, available at: http://haryana.gov.in/business/advantages.html)*

In recent years, certain areas within Haryana have seen high residential and industrial growth. There are also a number of industrial estates which are at various stages of development which will influence the volume of traffic on NH-71. *(Source: Technical Note by V R Techniche Consultants Pvt Ltd, dated August 2014)*

Rohtak: Rohtak is a throbbing industrial city. The Haryana State Industrial and Infrastructure Development Corporation ("HSIIDC") has developed an Industrial Model Township ("IMT") at NH-10 near Rohtak. Several heavy industries are developing their production and commercial plants in this huge township. Rohtak is also known as city of fasteners. Rohtak also has a precision tools complex. *(Source:http://www.haryanatourism.gov.in/showpage.aspx?contentid=5136 and http://haryana.gov.in/budgetbusiness/competetive%20adv.asp)*

Panipat: Panipat is a city of textiles and carpets. It is the biggest centre for quality blankets and carpets in India and has a handloom weaving industry. In addition, Panipat city is the biggest centre of "Shoddy Yarn" in the world. Blankets prepared through handloom and power loom are sent to soldiers. The Samalkha subdivision of this district is famous for Foundry of Agriculture instruments. In this way, this district, is continuously developing on the industrial base. *(Source: Panipat District, available at: http://panipat.nic.in/factfile.html)*

Hissar: Hissar is a city known as one of the biggest producers of stainless steel. It is also well known for its agriculture. *(Source: Government of India, Ministry of Micro Small and Medium Enterprises, available at: http://dcmsme.gov.in/dips/har_hissar.pdf)*

Rewari: In the last few years, Rewari district has made unprecedented progress in the industrial sector. A number of policy initiatives announced by the Government of Haryana have provided impetus for rapid growth of industries in the district. Factors such as the ideal location on the National Highway (Delhi–Jaipur road), being in proximity to Delhi, a well developed infrastructure with extensive roads and a communication network across the district, total electrification, a large pool of skilled manpower, a supportive social environment and the development of various industrial estates, such as Dharuhera Complex, Rewari Complex and Bawal Growth Centre have made Rewari a location for industries and as such high-tech and high value projects involving foreign collaborations and investment have come up in this area. The prominent industries among them are in Dharuhera Industrial area, Bawal Industrial area, Rewari Industrial area. The industrial units in Rewari district are exporting a number of products, such as motor cycles, cotton yarn, hand tools, slates and pharmaceutical, ceramic tiles to a number of countries, such as Australia, Singapore, the United States of America, Germany, Sri Lanka, China and Pakistan, among others. *(Source: Rewari District, available at: http://www.rewari.gov.in/ind2.htm)*

Madhya Pradesh

Dhar: The Pithampur-Dhar-Mhow Investment region is an early bird project under the DMIC. A corridor between Indore Airport and Pithampur stretching 22 km is under development. Economic and commercial activities are proposed to be setup up to 300 meters on either side of the corridor. An integrated multi-modal logistics hub is being developed to meet the logistic demands of Indore and Pithampur at Pithampur on 176 hectares of land. A knowledge city or education hub on 419 hectares of land is being developed at Ujjain. World-class education institutes, research centers and training centers in various disciplines are proposed to be set up in this knowledge city. *(Source: Madhya Pradesh Facilitation Centre, available at: www.mpnricentre.nic.in/pptagri/presentation.ppt)*

BUSINESS

Overview

We are one of the leading road BOT companies in India that specialises in the development, operation and maintenance of highways, roads and related projects. (*Source: CRISIL Report dated October, 2014 as amended on August 4, 2015)* Our Company, a subsidiary of Sadbhav Engineering Limited, was incorporated in 2007 as a developer and operator for highways, road and related projects on a BOT basis. All of our projects are implemented and held through special purpose vehicles, including joint venture entities.

We are pre-qualified on an annual basis to bid either directly or through joint ventures for DBFOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. We are involved in the development, operation and maintenance of national and state highways and roads in several states in India including Maharashtra, Gujarat, Rajasthan, Karnataka, Haryana, Madhya Pradesh and Telangana and border check posts in the state of Maharashtra.

We have a project portfolio consisting of ten BOT projects of which six road projects are fully operational, one is the partially operational border check posts and the remaining three projects are in various stages of development. Nine of the ten BOT projects are toll projects (including user fee for the border check posts in Maharashtra), while the remaining one is an annuity project. Our operational projects cover approximately 1,531.16 lane kms and the projects under development cover approximately 1,061.48 lane kms. In addition, as of May 31, 2015, our Subsidiary MBCPNL completed 13 check posts and is developing 9 more check posts for our MBCPNL Project.

In addition to the above projects, our Company has initiated the process to acquire from SEL, our corporate Promoter, 74.00% of the outstanding equity interest in MBHPL and 39.00% of the outstanding equity interest in DPTL. This restructuring is in accordance with our overall growth strategy to consolidate all BOT road projects to be developed by our Company, in which SEL, our corporate Promoter, has shareholding. Our Company has also agreed to acquire 60.00% of the outstanding equity interest in DPTL from HCC Concessions and HCC. If these acquisitions are completed, our project portfolio will increase to 12 BOT projects, with seven fully operational projects, one partially operational border check posts project and four projects in various stages of development.

We believe we benefit significantly from the experience of and relationships established by SEL, our Corporate Promoter. SEL has an established track record of executing projects with over 25 years of experience in construction activities in the transport, mining and irrigation sectors since its incorporation in 1988.

We generate revenues primarily from toll collection, user fee and annuity receipts. Our Company also provides operation and maintenance and advisory and project management services to our projects. For the financial year ended March 31, 2015, our consolidated revenue from operations and net loss amounted to ₹ 5,002.99 million and ₹ 3,015.61 million, respectively.

Our Projects

Operational and Partially Operational Projects

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Maharashtra Border Check Post Network Limited	77.82[1]	22 Check posts	User Fee	18 years and 5 months[2]
Rohtak Panipat Tollway Private Limited	99.99	323.43	Toll	20 years and 11 month
Bijapur-Hungund Tollway Private Limited	76.99	388.88	Toll	15 years and 3 months
Ahmedabad Ring Road Infrastructure Limited	93.99[3]	305.40	Toll	11 years and 7 months
Aurangabad Jalna Tollway Limited	99.99	263.20	Toll	15 years and 2 months
Hyderabad Yadgiri Tollway Private Limited	99.99	139.76	Toll	18 years and 2 months

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Nagpur Seoni Express Way Limited	99.99	110.92	Annuity	12 years and 6 months

* *Subject to changes and extensions, if any, which may be permitted by the concessioning authority.*

1 *Our Company has entered into share purchase-cum-shareholders' cum sub-ordinated debt agreement dated September 18, 2013, to sell 4,963 equity shares (9.93% of the outstanding equity interest) of MBCPNL to DTC for consideration of ₹ 47.10 million. The sale of shares in MBCPNL to DTC was undertaken to benefit from strategic strength of DTC in construction and operation of projects in the areas around certain border check-points and in liaising with Government authorities in such areas. Further, our Company has also entered into a share purchase agreement dated November 4, 2014 to acquire 5,000 equity shares (10.00% of the outstanding equity interest) of MBCPNL from SEL for consideration of ₹ 0.05 million. The purchase of shares from SEL in November 2014 was undertaken in line with the overall group strategy to consolidate shareholding in all BOT road projects companies in our Company. Such transactions were also undertaken with respect to other SPVs of our Company. For further details, see "History and Certain Corporate Matters" on pages 247 and 248.*

2 *Subject to increase in the concession period based on the date of completion of the last check post and the total cost of the project. Indicates PCOD for operational check posts.*

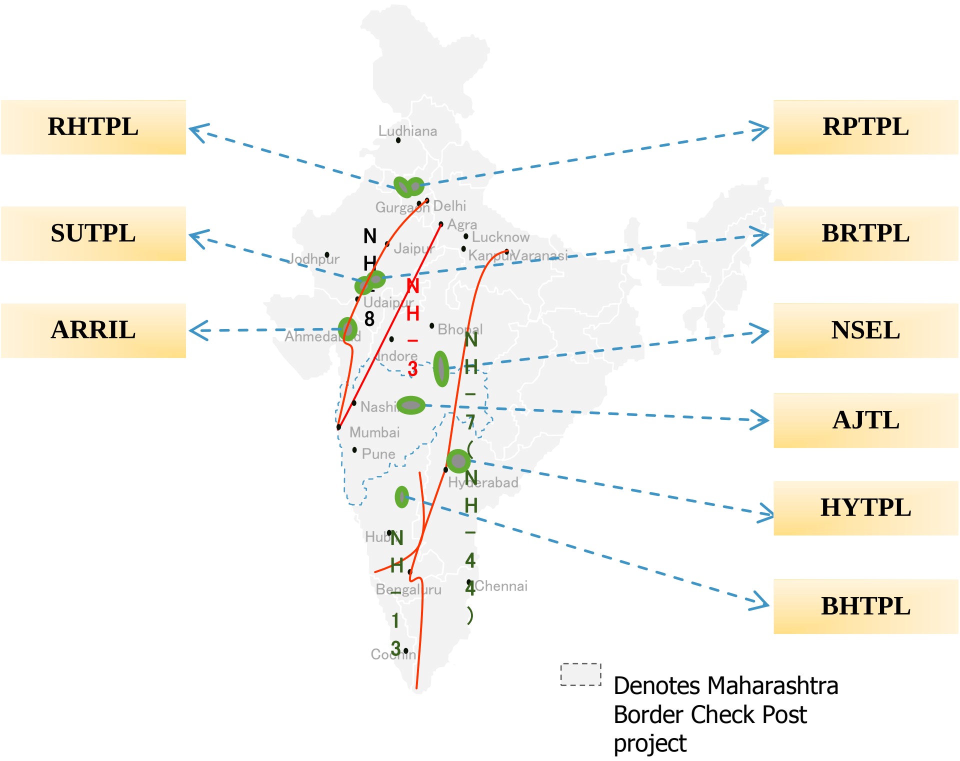
3 *Our Company has entered into a share purchase agreement dated November 3, 2014 to acquire 2,092,000 equity shares (20.00% of the outstanding equity interest) of ARRIL, a part of which have already been acquired and the remaining equity shares will be acquired upon completion of certain transfer formalities. For further details, see "History and Certain Corporate Matters" on pages 245 and 246.*

Projects under Development

Concessionaire	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate Length (in lane kms)	Type of project	Residual concession life as of May 31, 2015*
Shreenathji-Udaipur Tollway Private Limited	99.99	317.24	Toll	24 years and 11 month
Bhilwara-Rajsamand Tollway Private Limited	99.99	349.00	Toll	28 years and 4 months
Rohtak- Hissar Tollway Private Limited	99.99	395.24	Toll	20 years and 7 months

* Subject to changes and extensions, if any, which may be permitted by the concessioning authority.

Our Company has recently restructured its shareholding in some of its Subsidiaries. For details, see "History and Certain Corporate Matters" on page 240. Following is a map showing the location of each of our 10 projects.



Our Proposed Acquisitions

In addition to the above projects, our Company is in the process of acquiring shareholding in MBHPL and DPTL. The following table sets out details of the projects developed by MBHPL and DPTL:

Concessionaire*	Status of the project	Our equity interest as of date of this Red Herring Prospectus (in %)	Approximate Length (in lane kms)	Type of project	Residual concession life as of May 31, 2015**
Mysore-Bellary Highway Private Limited	Under development	0.0[1]	386.68	Annuity	9 years and 6 months
Dhule Palesner Tollway Limited	Operational	0.9[2]	355.20	Toll	12 years and 7 months

* *See " — Operational and Partially Operational Project" above for details of proposed increase in our outstanding equity interest in certain Subsidiaries.*

** *Subject to changes and extensions, if any, which may be permitted by the concessioning authority.*

1 In accordance with the share purchase agreement dated November 3, 2014 to acquire 58,511,700 equity shares (74.00% of the outstanding equity interest) from SEL. Currently, we are awaiting approval from KSHIP and the project lenders and expect to complete the acquisition upon receipt of such approvals. For further details, see "History and Certain Corporate Matters" on pages 251 and 252.

While the share purchase agreement refers to the acquisition of 36,900 shares in MBHPL, it also covers the acquisition of any shares issued to SEL after the date thereof. On January 19, 2015, March 12, 2015, April 23, 2015, May 14, 2015 and June 11, 2015, MBHPL allotted additional equity shares to SEL and its other shareholders (on a pro rata basis). Pursuant to such allotment, SEL's shareholding in MBHPL was increased to 58,511,760 equity shares, still equating to 74% of MBHPL's issued share capital. Accordingly, throughout the remainder of the RHP, we refer to 58,511,700 equity shares as to be acquired by the Company.

2 In accordance with the share purchase agreement dated September 22, 2010, our Company has agreed to acquire 18,692,000 equity shares (27.18% of the outstanding equity interest) of DPTL from SEL and in accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 8,190,000 equity shares (11.9% of the outstanding equity interest) of DPTL from SEL. In

addition, our Company and SEL have entered into a share purchase agreement dated April 16, 2015 with HCC Concessions and HCC to acquire 41,267,836 equity shares (60.00% of the outstanding equity share capital) of DPTL.

We have received approval for the transaction from NHAI and from certain project lenders and are awaiting approvals from the remaining project lenders. We expect to complete this acquisition once such approvals are received and the remainder of the conditions precedent to the acquisition (which are currently being progressed) are satisfied. For further details, see "History and Certain Corporate Matters" on pages 249 and 251.

For further details on the projects and status of acquisition, see "Business – Proposed Acquisitions" on pages 204 and 205.

Our Competitive Strengths

Sizeable and diverse portfolio of projects in several states in India

We are one of India's leading road BOT companies in India that specialises in the development, operation and maintenance of highways and road projects. (*Source: CRISIL Report dated October, 2014 as amended on August 4, 2015)* We have a project portfolio consisting of ten projects of which six road projects are fully operational, one project is partially operational and the remaining three road projects are in various stages of development. We believe that our project portfolio is well distributed to cover both urban and rural vehicular traffic and includes national and state highways.

All of our projects are implemented through special purpose vehicles formed for the respective projects and we have a controlling interest in all Subsidiaries. These Subsidiaries enter into concession agreements with government agencies and generate revenue from toll receipts, user fee and annuities. The concession agreements are for periods ranging from 20 to 30 years. The average term for our projects is approximately 23 years and six months, thereby ensuring sustained future cash flows and growth for us. As of May 31, 2015, the average residual term for our projects is approximately 18 years and seven months.

In addition, our projects are distributed in seven states of India, a majority of which we believe are economically stable, and have a NSDP growth rate that is higher than that of India for the period between 1993-94 to 2012-2013. For details, see "Industry" beginning on page 177. We therefore believe that the industrial activities in these regions will continue to grow substantially which will lead to an increase in the traffic, and our business will be able to benefit from it. We also believe that the strategic locations of our projects in high economic growth areas strengthen the stability of our revenue and our ability to close financing arrangements for the projects.

Strong support from our corporate Promoter

SEL, our listed Promoter, which currently holds 77.42% of the issued and paid-up share capital of our Company, has an established track record of executing projects with over 25 years of experience in construction activities of transport, mining and irrigation sectors since its incorporation in 1988. Due to SEL's financial strength and experience in executing several infrastructure projects, SEL is a pre-qualified bidder for NHAI with respect to large public infrastructure projects for developing and operating road assets up to a value of ₹ 34,000 million up to December 31, 2015 and will continue to support our Company in bidding for new projects. Further, SEL has been the EPC contractor for a majority of our projects and we have completed a number of them prior to scheduled completion dates due to its experience in executing large road projects. SEL has an established track record in executing projects. Further, we believe that SEL enjoys strong brand recognition, long-standing relationships with lenders and investors and we benefit from its brand, experience, relationships and support. We believe that our relationship with SEL is a complementary one, and that this relationship strengthens our position when we approach lenders regarding the financing options for our projects. Our Company has entered into an agreement dated October 22, 2014 with SEL, whereby in accordance with the overall strategy of SEL, the road and highways and related projects business on a BOT basis will be carried out by our Company and its subsidiaries and not by any other entity in the SEL group, subject to the requirements of the bid, concession and financing documents. The agreement does not limit the ability of our Company to undertake non-BOT basis projects. For further details, see "History and Certain Corporate Matters―Key Agreements" on pages 243 and 244.

Effective toll collection and toll management systems

We believe we have a robust toll collections system to manage critical day-to-day toll collection and toll management of our projects. Classification of vehicles at our toll plazas is done both manually by the toll collector and also automatically using weight in motion technology and AVC cameras. Further, the entire process is monitored by supervisors using pan-tilt-zoom camera surveillance. Since a significant portion of the toll fees are paid in cash, we closely monitor the collection of toll fees in order to reduce toll collection leakage. In order to improve the efficiency and integrity of our toll projects, we continuously attempt to improve the internal processes and upgrade technology to manage any leakages, and to streamline toll collection, route operations and maintenance processes. For example, we have implemented electronic toll collection ("ETC") systems for the RPTPL, BHTPL and HYTPL Projects. As a result of this continuous focus on efficiency and integrity in the maintenance and operation of the toll roads, we believe we are able to reduce operational costs and improve our operating efficiency.

Management and an integrated in-house project team with strong execution capabilities and extensive industry experience

Our management team has experience in the Indian road infrastructure sector. Led by the Chairman of our Board and our Promoter, Vishnubhai Patel (who has extensive experience in the infrastructure construction business), we consider the strength of our management team to be fundamental to our success. We believe the stability of our management team and the industry experience brought on by our employees will enable us to continue to take advantage of future market opportunities and expand into new markets.

We have qualified in-house teams who are responsible for different aspects of our projects starting from identifying prospective projects to the collection of tolls and the operation and maintenance of the projects. We are able to undertake a significant number of activities related to the project in-house, thereby ensuring timely completion of our projects, reducing our reliance on third parties and decreasing our costs. Our integrated structure also allows us to control our budget and maximize returns for the project, including developer returns and operation and maintenance margins.

For further details of the roles and experience of our Board and Key Managerial Personnel, refer to "Our Management" from page 266 to 267 and from page 279 to 280, respectively. For further details on our employees, see "Business– Employees" below.

A focused roads and highways and related BOT player and the timely execution of projects

We are a company focused on roads and highways and related BOT projects. As of May 31, 2015, we have completed four out of six of our fully operational BOT projects on time or prior to the scheduled completion date (including any extensions, if granted). For example, we completed development of the BHTPL Project approximately 11 months before scheduled COD. Further, the NHAI and other concessioning authorities are required to regularly conduct inspections on the progress of development in accordance with the concession agreement. We believe that constant liasoning with the regulatory and local authorities and thorough diligence before the bidding of the project assists us in completion of the project in a timely manner. Further, we appoint known contractors as well as periodically monitor the performance of our contractors to ensure none of our projects are stalled due to non-availability of clearances, non-availability of land and other instances of cost-overrun. We have not suffered any cost over-run in our fixed price contract with our contractors. As a result of the foregoing, we are able to complete our projects on a timely basis and minimize costs overrun.

Our Strategies

Maintain and strengthen our market position in execution of roads and border check posts BOT projects

Our primary focus is to maintain and strengthen our market position in India among other companies developing and executing road and related BOT projects. Over the next few years, we will continue to focus on the operations, maintenance and development of our existing projects while seeking opportunities to expand our portfolio of projects. We are pre-qualified on an annual basis to bid either directly or through joint ventures for BOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. Further, we intend to bid for projects either individually or jointly with SEL. Additionally, we may also consider acquiring existing projects, developed or under development by other companies. We intend to draw on our experience, effectively use our assets, market position and our ability to execute and manage multiple projects across geographies, to grow our portfolio of road projects. We may also explore opportunities to monetise our operational BOT projects, including by way of stake sale or securitisation or transfer our operational BOT projects to another entity, which will be the primary developer of the project with us having shareholding in such entity. The Central Government has recently approved an exit policy permitting divestment of equity stake in project companies, two years after completion of the construction period for all BOT projects. We believe that monetising our operational BOT projects will improve our financial strength and provide us with the resources to pursue our planned expansion and growth strategies without external support. Further, we will continue to focus on our execution skills to complete projects in a timely manner.

Selectively expand into states with stable growth

Given our track record in Gujarat, Maharashtra, Rajasthan, Karnataka, Madhya Pradesh, Telangana and Haryana, we intend to expand into states which are economically and politically stable and which are expected to have NSDP growth rate that is higher than the NSDP growth rate than that of India for the period between 1993-94 to 2012-2013 to reduce tolling risks. We believe that such geographical diversification of our projects will reduce our reliance on specific states and allow us to capitalize on different growth trends in the different states. We believe our strategy in focusing both on further developing our existing markets and expanding into new markets with high growth potential will enable us to effectively capture growth opportunities in different parts of India, broaden our revenue base and reduce risks of volatility of market conditions and price fluctuations which may result from concentrating our resources in any geographical region in India.

In addition to our focus on road BOT projects, we also intend to bid for border check post projects on a BOT basis in other states. Additionally, we intend to strategically bid for new projects which are located near our existing projects so that we can reduce costs of EPC, operating and maintaining our projects and improve our operating efficiency. For example, bidding for projects in adjoining areas such as SUTPL and BRTPL Projects in Rajasthan and RPTPL and RHTPL Projects in Haryana has assisted us in achieving better operational efficiency with lower costs, since we are able to share equipment and manpower across projects as and when required.

Continue to build on relationship with our Promoter

SEL has an established track record and industry expertise in managing road infrastructure projects. We expect that we will benefit from SEL's strategy of vertical integration which gives us greater control over development of road projects. We intend to leverage our and our corporate Promoters' experience, track record, commercial relationships and brand recognition to expand our operations and to carry out activities related to roads and highways.

Improve performance and enhance returns from our core business

We will continue to focus on maximizing returns from each of our projects. In order to continue to improve performance and enhance returns from our BOT projects, we intend to:

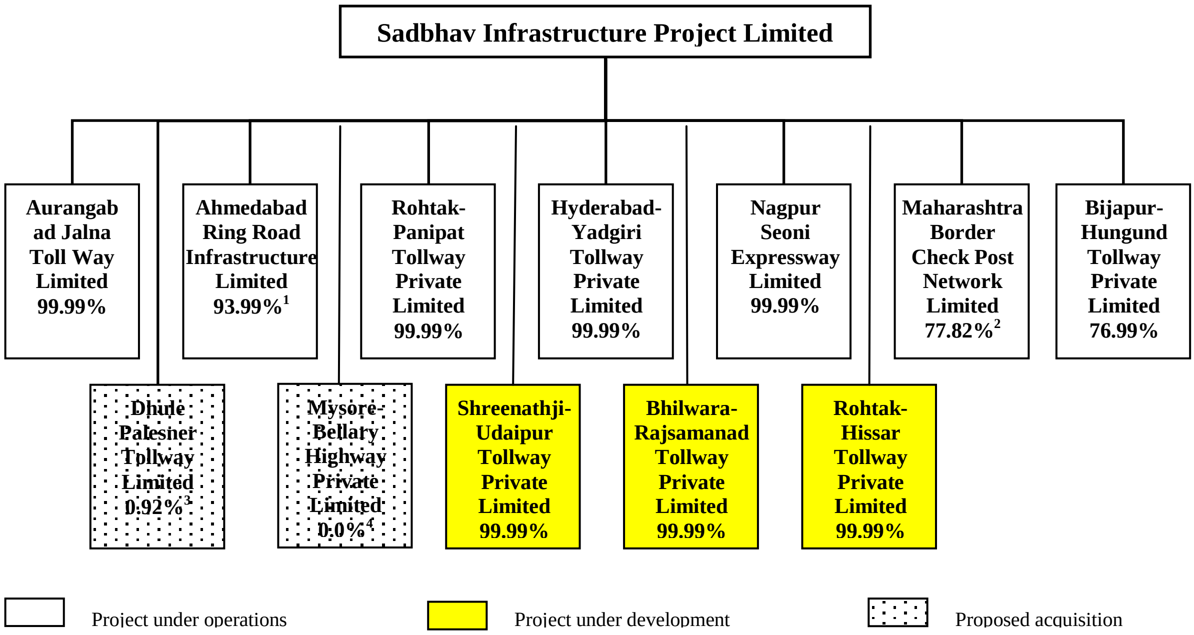
- adopt the best of the evolving technologies in collection of tolls and other business processes,
- continue to improve checks and balances to reduce toll leakages, and
- continue to complete road BOT projects on or before time to increase revenues.

Reduction of funding costs

We source funding for our projects primarily through loans from banks and other financial institutions. We intend to continue to evaluate various funding mechanisms which will enable us to enhance our credit rating and in turn reduce our borrowing cost and improve our liquidity position. In the past, we have availed ECB loans for some of our projects which has helped us in reducing the overall cost of funding. Further, we have in the past explored and will continue to explore options for refinancing certain of our loans to lower our borrowing cost and improve cash flows. For example, we have executed a term sheet to part-refinance the consortium loan for our BHTPL Project and have initiated the process to obtain NHAI approval for the refinancing.

Our Group Structure

The following chart shows our group structure including proposed acquisitions:



1. Our Company has entered into a share purchase agreement dated November 3, 2014 to acquire 20,92,000 equity shares (20.00% of the outstanding equity interest) of ARRIL, a part of which have already been acquired and the remaining equity shares will be acquired upon completion of certain transfer formalities. For further details, see “History and Certain Corporate Matters” on pages 245 and 246.

2. Our Company has entered into share purchase-cum-shareholders’ cum sub-ordinated debt agreement dated September 18, 2013, to sell 4,963 equity shares (9.93% of the outstanding equity interest) of MBCPNL to DTC. The sale of shares in MBCPNL to DTC was undertaken to benefit from strategic strength of DTC in construction and operation of projects in the areas around certain border check-points and in liaising with Government authorities in such areas. Further, our Company has also entered into a share purchase agreement dated November 4, 2014 to acquire 5,000 equity shares (10.00% of the outstanding equity interest) of MBCPNL from SEL. The purchase of shares from SEL in November 2014 was undertaken in line with the overall group strategy to consolidate shareholding in all BOT road projects companies in our Company. Such transactions were also undertaken with respect to other SPVs of our Company. For further details, see “History and Certain Corporate Matters” on pages 247 and 248.

3. In accordance with the share purchase agreement dated September 22, 2010, our Company has agreed to acquire 18,692,000 equity shares (27.18% of the outstanding equity interest) of DPTL from SEL and in accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 8,190,000 equity shares (11.9% of the outstanding equity interest) of DPTL from SEL. In addition, our Company and SEL have entered into a share purchase agreement dated April 16, 2015 with HCC Concessions and HCC to acquire 41,267,836 equity shares (60.00% of the outstanding equity share capital) of DPTL. For further details, see “History and Certain Corporate Matters” on pages 249 and 251.

4. In accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 58,511,760 equity shares (74.00% of the outstanding equity interest) of MBHPL from SEL. SEL has applied to KSHIP for a transfer of the shares to our Company on October 22, 2014. Currently, we are awaiting approval from KSHIP and the project lenders and expect to complete the acquisition upon receipt of such approvals. For further details, see “History and Certain Corporate Matters” on pages 251 and 252.

Our Business and Operations

All of our projects are implemented and held through our Subsidiaries. We have a project portfolio consisting of ten BOT projects of which six road projects are fully operational, one border check post project is partially operational and the remaining three road projects are in various stages of development. Our operational and partially operational projects are located in the states of Maharashtra, Gujarat, Karnataka, Madhya Pradesh, Telangana, and Haryana. Our projects under development are located in the states of Rajasthan and Haryana. All our operational and partly operational projects are "open" toll systems. In open toll systems, a flat toll fee is charged to users when they cross the toll plaza, regardless of the distance travelled. Toll road concessions are typically awarded under the BOT model of the Government, where a concessionaire takes on the role of developing, operating and maintaining a toll road for a stated contractual period. We enter into concession agreements with the relevant concessioning authorities with respect to each project to be developed by us. BOT projects are awarded by concessioning authorities on the basis of (i) highest premium payment offered to the concessioning authority; or (ii) lowest viability gap funding sought from the concessioning authorities; or (iii) lower concession period.

We earn revenues primarily from BOT road concessions in two ways, depending on whether it is a toll-based or an annuity-based concession. With respect to a toll-based concession, the concessionaire is entitled to collect toll fees from users of the toll road. The toll fees are collected in accordance with the provisions of the relevant concession agreement and/or in accordance with the National Highways (Collection of Fees by any Person for the Use of Section of National Highways/ Permanent Bridge/ Temporary Bridge on National Highways) Rules, 1997 and the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as appropriate. Under the relevant concession agreements (other than in relation to AJTL and MBCPNL), the toll fees are revised periodically based on a formula set out in the concession agreement which is either partially or fully linked to WPI. Under the annuity-based concession, the concessionaire does not earn the toll fees, but receives a fixed, periodical payment (annuity payment) from the concessioning authority. With respect to border check post projects, the concessionaire may collect user fee from commercial vehicles. Further, we are entitled to earn revenue in addition to toll/ user fee collected from sources such as advertising along the project site for projects managed by each of ARRIL, AJTL and MBCPNL. For the MBCPNL Project, we are also entitled to earn additional revenue including from parking charges, loading and unloading charges and leasing of commercial space.

Our primary expenses towards our projects are finance costs associated with debt raised for each project and operations and maintenance expenses which we incur in order to maintain the project sites at the service levels specified in each concession agreement. Title to the concession assets (such as toll roads) and related infrastructure (such as toll plazas and monitoring posts) and the underlying land remains with the concessioning authority. Upon the expiration of the concession period, the concessionaire is required to transfer these concession assets back to the concessioning authority without additional compensation.

Set forth below is a summary of each of the ten projects in our project portfolio, and in which we have an interest.

Road BOT Projects Partially in Operation

MBCPNL Project

We believe this toll BOT project is the first of its kind BOT project in India. It consists of 22 border check posts located at the borders of Maharashtra for the purpose of modernization and computerization of existing integrated border check posts. It connects several adjacent states including Gujarat, Madhya Pradesh, Chhattisgarh, Telangana, Karnataka and Goa. While 12 border check posts are expected to be located on National Highways (NH-3, NH-4, NH-6, NH-7, NH-8, NH-9, NH-13, NH-17 and NH-69), the other 10 are expected to be located on state highways. This project includes three major, two big, seven medium and ten small check posts. 13 of these check posts are currently completed while the others are at various stages of development. As on the date of this Red Herring Prospectus, fees are collected at the following 13 check posts:

Check Posts	Category	Adjoining State/Highway	Date of General Resolution
Acchad Dapcheri	Major	Gujarat/NH8	April 8, 2013
Mandrup	Medium	Karnataka/NH13	June 1, 2013

Check Posts	Category	Adjoining State/Highway	Date of General Resolution
Saoner	Medium	Madhya Pradesh/NH69	October 22, 2013
Ramtek	Medium	Madhya Pradesh/NH7	January 2, 2014
Pimpalkutti	Medium	Telangana/NH7	January 2, 2014
Navapur	Major	Gujarat/NH6	January 2, 2014
Omerga	Medium	Karnataka/NH9	April 25, 2014
Warud	Small	Madhya Pradesh/SH244	April 25, 2014
Hadakhed	Major	Madhya Pradesh/NH3	April 25, 2014
Kharpi	Small	Madhya Pradesh/MSH6	August 1, 2015
Biloli	Small	Telangana/SH225	August 1, 2015
Deori	Big	Chhatisgarh/NH6	August 1, 2015
Muktainagar	Small	Madhya Pradesh/MSH8	August 1, 2015

In addition to above, we have received PCOD for the following check post:

Check Posts	Category	Adjoining State/Highway	Date of PCOD*
Borgaon	Small	Gujarat/SH23	October 30, 2014

*We have not commenced toll collection at this check post pending receipt of the general resolutions from MSRDC.

As on the date of this Red Herring Prospectus, construction for the following border check posts is ongoing:

Check Posts	Category	Adjoining State/Highway
Shinoli	Small	Karnataka/SH121
Akkalkuwa	Small	Gujarat/SH4
Chorwad	Small	Madhya Pradesh/SH4
Rajura	Small	Telangana/SH264
Kagal	Big	Karnataka/NH4
Marawade	Medium	Karnataka/NH9
Deglur	Small	Telangana/SH6
Insuli	Medium	Goa/NH17

Concession Operator

Maharashtra Border Checkpost Network Limited ("MBCPNL") is the operator of the 22 border check posts. Our Company owns 77.82% of the outstanding equity share capital in MBCPNL. For more information on MBCPNL, see "Subsidiaries" from pages 257 to 258.

Key Terms of the Concession

The concession was granted by the Government of Maharashtra and the project implementing agency is the Maharashtra State Road Development Corporation. The term of the concession is 24 years and six months, which may be increased based on completion of all check posts. MBCPNL is required to ensure that the project shall be completed within 18 months from the date on which the work order was issued to MBCPNL i.e. May 5, 2009. In the event the project is not completed by the scheduled project completion date for any reason other than force majeure or reasons attributable to the Government of Maharashtra, MBCPNL shall be liable to pay liquidated damages to the extent of ₹ 0.1 million per week for every week of delay. We have applied or are in the process of applying for an extension of time for these checkposts.

The user fees as specified in the fee notification for financial year 2016 in respect to weighment of vehicles are (i) ₹ 30.00 for light commercial vehicles; (ii) ₹ 60.0 for medium commercial vehicles; and (iii) ₹ 115.00 for heavy and very heavy commercial vehicles. The fee notification also allows for a ₹ 5.0 increase in user fee for light commercial vehicles every three years until financial year 2024. With respect to the user fee revision for medium commercial vehicles, the fee notification allows for a ₹ 10.00 increase every three years until the end of financial year 2024, and subsequent increases as provided in the concession agreement for heavy and very heavy commercial vehicles until the end of financial year 2024. Thereafter, the user fee will increase by 5.0% per annum on a compounded basis from the initiation of the project, and amount of fee determined shall be rounded to the nearest multiple of 5. In addition to the user fees, MBCPNL may also lease commercial space available on the project site and earn revenue from advertising along the project site, loading and unloading charges and in the form of parking charges along the check posts.

In accordance with the terms of the Concession Agreement, the Government of Maharashtra is entitled to augment the capacity of the project at any time after COD with a view to provide the desired level of service to the users of the project facility by inviting proposals from eligible persons. Pursuant to the concession agreement, MBCPNL has a right of first refusal if it fails to provide the lowest offer. In such instance, if it matches the lowest offer, a suitable agreement shall be entered into to reflect the same and all other necessary and consequential changes, and MBCPNL shall pay the bidder who made the lowest offer a specified sum towards bidding cost. However, in the event, MBCPNL chooses not to submit its proposal or fails to match the preferred offer, the Government of Maharashtra is entitled to terminate the contract upon payment of termination payments to MBCPNL. For further details, see "Risk Factors – Internal Risk Factors – Our ability to negotiate the standard form of contracts for our projects may be limited and certain restrictive, unusual and onerous provisions may be imposed on us."

Project Cost and Financing

As of July 17, 2015, the amount spent towards the project is ₹ 14,092.14 million, which includes a payment of ₹ 700.00 million to the Government of Maharashtra as an upfront payment for the project. As of May 31, 2015, total equity contribution and sub-ordinate debt for the project is ₹ 0.50 million and ₹ 3,816.13 million, respectively, by our Company.

MBCPNL entered into an agreement dated February 3, 2010 in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 9,869.97 million. For details, see "Financial Indebtedness" for key terms of such agreement.

Financial and Operational Information

For the financial year 2015, MBCPNL's revenue from operations and net loss as per its audited financial statements, was ₹ 837.08 million and ₹ 598.42 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, MBCPNL's user fee collections were ₹ 445.71 million.

Status of the Project

As of May 31, 2015, MBCPNL has issued 319,311 RFID tags to the commercial vehicles.

MBCPNL has entered into an EPC contract dated December 21, 2009 with our Company to appoint our Company as the EPC contractor to undertake a part of the project works including designing, engineering, procurement, supply, installation and testing of information technology and allied works, electronic, electrification, road signage, canopy and furniture accessory related work for each of the border check posts in the project, for the aggregate lump sum of ₹ 2,990.00 million.

MBCPNL has entered into an agreement dated June 18, 2009 with SEL to appoint SEL as the EPC contractor to undertake design, engineering, procurement, construction, testing and completion of the project for the aggregate lump sum of ₹ 8,340.00 million.

MBCPNL has entered into a services agreement dated September 22, 2010, as amended under which SEL has agreed to provide facilities for office space. In terms of the agreement, MBCPNL shall pay a consideration of ₹ 0.08 million per month inclusive of taxes for the office space.

MBCPNL has entered into a management services agreement with our Company dated March 1, 2014 under which our Company will provide management services including, among others, liaising with the concessioning authority and independent engineer in relation to operation and maintenance, auditing the operation and maintenance activities, financial, accounting and company secretarial services, corporate compliance monitoring for an aggregate fee of ₹ 24.00 million for the financial year 2014 and ₹ 2.00 million per month from financial year 2015 onwards, and other services at cost.

Completed Road BOT Projects

We are operating the following projects:

RPTPL Project

This four laned toll project is a part of NH-71A and comprises the stretch from Rohtak to Panipat in Haryana. The project road is approximately 80.86 km long, and with four lanes comprises approximately 323.43 lane kms. The project road also intersects NH-1 and NH-10.

Our scope of work for the project entailed construction of a four lane divided project highway on a DBFOT basis. The PCOD of the project was achieved on January 6, 2014, a delay of approximately three months from the scheduled commercial operation date provided in the concession agreement due to non-receipt of certain approvals and non-shifting of towers by the railway department. This project has two operational toll plazas. In order to streamline toll collection, we have implemented electronic toll collection systems at the two operational toll plazas.

Concession Operator

RPTPL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital in RPTPL. For more information on RPTPL, see "Subsidiaries" from pages 259 to 260. Further, the EPC work for the RPTPL Project has been carried out by SEL.

Key Terms of the Concession

The concession was granted by the NHAI. The term of the concession is 25 years starting from April 2011 and expiring in April 2036.

The current toll rates are subject to and in accordance with the Fee Determination Rules. The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules. The toll rates per one-way trip per vehicle effective from April 1, 2015 as specified in the notification dated March 12, 2015 issued by NHAI for the two toll plazas are as follows:

	Cars, jeeps, vans and light motor vehicles	**Mini buses, light commercial and goods vehicles**	**Trucks and buses**	**Heavy construction machinery, earth moving equipment and multi-axle vehicles**	**Over-sized vehicles**
	(in ₹)				
First Toll Plaza	115.00	170.00	345.00	520.00	685.00
Second Toll Plaza	80.00	120.00	245.00	375.00	485.00

The concession agreement provides that RPTPL is obligated to pay NHAI an annual premium of ₹ 450.0 million on COD of the project as NHAI's share of toll revenues generated from the project. Such annual premium amount shall increase by 5.0% each year. Pursuant to the supplementary agreement to the concession agreement dated June 10, 2014 and the NHAI letter dated June 10, 2014, payment of premium has been deferred from June 2014 for the financial year 2015. Under the revised scheme, no premium is payable in financial years 2015, 2016, 2019 and 2024. Further reduced premium is payable for the remaining years until financial year 2027 According to the terms of the NHAI letter, if project revenues are more than projected, the NHAI will have the right to advance payments in consultation with senior lenders. Further, the letter prescribes a number of other obligations on RPTPL including, among others, installation of electronic toll collection systems and integration of the toll collection or traffic administration systems with that of the NHAI.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 23,800 PCUs per day (the "Target Traffic") as of September 1, 2019 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, RPTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to RPTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If RPTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to RPTPL.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. This restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 passenger car units).

Further, RPTPL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

As of March 31, 2014, the project cost as per certificate of M/s. Manubhai & Shah, Chartered Accountants dated June 18, 2014, was ₹ 11,610.21 million. Total equity contribution and sub-ordinate debt for the project is ₹ 217.74 million and ₹ 2,209.06 million, which has been provided by our Company.

RPTPL entered into an agreement dated September 1, 2010, as amended and ECB facility agreement December 27, 2011, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 7,682.27 million and USD 37.83 million. For details, see "Financial Indebtedness" for key terms of such agreement.

Financial and Operational Information

For the financial year 2015, RPTPL's revenue from operations and net loss as per its audited financial statements, was ₹ 851.74 million and ₹ 898.65 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, RPTPL's toll collections were ₹ 268.87 million.

RPTPL has entered into a services agreement dated September 22, 2010, as amended with SEL for office space for a consideration of ₹ 0.08 million per month.

RPTPL has also entered into a management services agreement dated March 1, 2014, as amended with our Company for services including liaising with NHAI and independent engineer, operations and maintenance and other administrative services for an aggregate fee of ₹ 3.00 million for the January, February and March, 2014 and ₹ 1.00 million per month from financial year 2015 onwards and shall pay for the other services at cost.

BHTPL Project

This four laned toll project is a part of National Highway 13, and comprises the stretch from Bijapur to Hungund in Karnataka and is approximately 97.22 km long. With four lanes it translates to approximately 388.88 lane kms. This project aims to cater the North-South traffic.

Our scope of work for the project entailed construction of a four lane divided project highway on a DBFOT basis. The PCOD of this project was achieved on March 21, 2012 and April 9, 2012, approximately 11 months prior to the scheduled commercial operation date provided in the concession agreement. This project has two operational toll plazas. In order to streamline toll collection, we have implemented electronic toll collection systems at the two operational toll plazas.

Concession Operator

BHTPL is the operator of the concession. Our Company owns 76.99% of the outstanding equity capital share in BHTPL with approximately 23.0% being owned by MCL. For more information on BHTPL, see "Subsidiaries" from page 255 to 256. Further, the EPC work for the BHTPL Project has been carried out by SEL and KNR Construction Limited.

Key Terms of the Concession

The concession was granted by the NHAI. The term of the concession is 20 years starting from September 2010 and expiring in September 2030.

The current toll rates that can be demanded and collected by BHTPL as specified in the concession agreement are levied in accordance with the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time (the "Fee Determination Rules"). The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules. The toll rates per one-way trip per vehicle effective from April 1, 2015 as specified in the notification dated March 11, 2015 issued by NHAI for the two toll plazas are as follows:

	Cars, jeeps, vans and light motor vehicles	**Mini buses, light commercial and goods vehicles**	**Trucks and buses**	**Heavy construction machinery, earth moving equipment and multi-axle vehicles**	**Over-sized vehicles**
	(in ₹)				
First Toll Plaza	50.00	80.00	165.00	260.00	315.00
Second Toll Plaza	80.00	120.00	250.00	385.00	490.00

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, traffic is estimated to be 39,338 PCUs per day (the "Target Traffic") as of October 1, 2020 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, BHTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. However, this restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 passenger car units). If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to BHTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If BHTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to BHTPL.

Further, BHTPL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

As of June 28, 2012, the project cost as per certificate of M/s. Manubhai & Shah, Chartered Accountants dated June 29, 2012 was ₹ 13,688.73 million. Total equity contribution and sub-ordinate debt for the project is ₹ 1,009.60 million and ₹ 1,096.00 million, respectively. As of May 31, 2015, our Company has provided sub-ordinate debt of ₹ 843.92 million for the project.

BHTPL entered into an agreement dated June 30, 2010, as amended and an ECB facility agreement dated November 28, 2011, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 5,904.26 million and USD 43.68 million under the ECB facility agreement. For details, see "Financial Indebtedness" for key terms of such agreement.

Financial and Operational Information

For the financial year 2015, BHTPL's revenue from operations and net loss as per its audited financial statements, was ₹ 1,043.51 million and ₹ 446.31 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, BHTPL's toll collections were ₹ 380.20 million.

BHTPL has entered into a services agreement dated September 22, 2010 with SEL for office space and other administrative services for a consideration of ₹ 0.08 million per month inclusive of taxes for the office space and shall pay for the other services at cost.

BHTPL has entered into a management services agreement with our Company dated May 21, 2012 under which our Company will provide management services including, among others, liaising with NHAI and independent engineer in relation to operation and maintenance, auditing the operation and maintenance activities, financial, accounting and company secretarial services, corporate compliance monitoring for a fee of ₹ 1.50 million per month with effect from May 2, 2012.

ARRIL Project

This project consists of improving and widening the then existing two lane Sardar Patel Ring Road around Ahmedabad city in Gujarat to four lanes on BOT basis. The project road is approximately 76.35 km long but with four lanes translates to approximately 305.40 lane kms.

The PCOD of the project was May 29, 2008, which was one month prior to the scheduled project completion date according to the concession agreement. This project has seven operational toll plazas. Further, AUDA through its letter dated April 22, 2014 permitted ARRIL to install height barrier on the service road near the project.

Concession Operator

ARRIL is the operator of the concession. Our Company owns 93.99% of the outstanding equity share capital in ARRIL with approximately 6.0% being owned by PIPL. For more information on ARRIL, see "Subsidiaries" from page 253 to 254. Further, the EPC work for the ARRIL Project has been carried out by SEL.

Key Terms of the Concession

The concession was granted by AUDA. The term of the concession is 20 years starting from January 2007 and expiring in December 2026.

The current toll rates per trip per vehicle for a single trip of the project highway as specified under notification dated August 28, 2014 issued by AUDA are as follows:

	Cars, jeeps and vans	Light commercial vehicles	Trucks and buses	Multi-axle vehicles
	(in ₹)			
Section I	23.00	40.00	80.00	128.00
Section II	14.00	25.00	50.00	81.00
Section III	26.00	45.00	91.00	146.00
Section IV	14.00	25.00	50.00	80.00

The concession agreement allows for an increase in toll rates every year from September 1 in accordance with the average WPI available for the year ending March 31 preceding the fee revision date along with discounts for local and frequent users. We are also eligible to collect toll for the service road along the project highway from all users except for local traffic and certain exempted vehicles in accordance with the terms of the concession agreement.

Further, ARRIL is required to ensure that the roughness value of the road does not exceed 2,500 mm in a stretch of one km.

Project Cost and Financing

As of June 30, 2008, the project cost as per certificate of M/s. Manubhai & Shah, Chartered Accountants dated September 20, 2008, was ₹ 5,435.08 million. Total equity contribution for the project is ₹ 521.00 million.

ARRIL entered into an agreement dated December 28, 2006 in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 3,548.00 million. For details, see “Financial Indebtedness” for key terms of such agreement.

Financial and Operational Information

For the financial year 2015, ARRIL’s revenue from operations and net loss as per its audited financial statements, was ₹ 854.05 million and ₹ 260.21 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, ARRIL’s toll collections were ₹ 291.96 million.
ARRIL has entered into a services agreement dated September 22, 2010, as amended with SEL for office space for a consideration of ₹ 0.08 million per month for the office space.

ARRIL has entered into a management services agreement with our Company dated November 4, 2014 under which our Company will provide management services including *inter alia* liaising with AUDA and independent engineer in relation to operation and maintenance, auditing the operation and maintenance activities, financial, accounting and company secretarial services, corporate compliance monitoring for a fee of ₹ 1.00 million per month from November 2014.

ARRIL has entered into an agreement dated July 6, 2013, as amended by letter dated June 29, 2014, with our Company for maintenance of the project road in accordance with the specifications of the concession agreement for a fee of ₹ 550.00 million.

AJTL Project

This four laned toll project road comprises two sections on the MSH-6, with a total distance of approximately 65.8 km: section I (about 50 kms) starts from the Aurangabad airport and ends at Jalna bypass, and section II (about 16 kms) starts from Zalta bypass and ends at Beed bypass. The project translates to approximately 263.2 lane kms and has two operational toll plazas.

Our scope of work for the project entailed the development of a four lane road. The date of issue of the PCOD for this project was as per the scheduled project completion date in accordance with the concession agreement on July 28, 2009. We are yet to receive the final COD from the concessioning authority.

Concession Operator

AJTL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital of AJTL. For more information on AJTL, see "Subsidiaries" from page 254 to 255. Further, the EPC work for the AJTL Project has been carried out by SEL and PBA.

Key Terms of the Concession

The concession was granted by the Government of Maharashtra through the World Bank Project Division, Aurangabad. The term of the concession is 23 years six months starting from February 2007 and expiring in July 2030. The concession period for the AJTL project may be modified by the concessioning authority for certain reasons including change of lending interest rates by the State Bank of India, lower than projected cost of acquisition, excepted risks such as war, hostilities, invasion, act of foreign enemies, use or occupation by the government, force majeure events, issue of a variation order by the engineer, reduction in toll rates, suspension of works, increase or decrease of payments made to the railway departments under the concession agreement and variation in the rates of bitumen. The current toll rates per trip per vehicle as specified in the concession agreement and notification dated June 29, 2013 issued by the Government of Maharashtra for the period from July 1, 2013 to March 31, 2016 are (i) Nil for scooter, motorcycles, moped or any other two wheeler vehicles and tractors (ii) ₹ 30.0 for light motor vehicles such as cars, jeeps; (iii) ₹ 45.0 for mini buses and similar vehicles and goods carriage vehicles; (iv) ₹ 90.0 for trucks and buses; and (v) ₹ 155.0 for heavy goods and heavy passenger motor vehicles. The concession agreement allows for a fixed increase in toll rates every three years along with rebates for frequent travelling vehicles. The Government of Maharashtra may reduce the toll rates in consultation with AJTL once during the concession period by up to 10.0% of the prevailing toll rates. In such event, the remaining concession period will be adjusted based on the cash flow submitted by AJTL along with the bid duly considering the category of the vehicle. On June 3, 2015, AJTL received a letter from the Government of Maharashtra exempting light motor vehicles (cars and jeeps) and state operated transport buses from toll payment, which will be reimbursed to AJTL by the Government of Maharashtra.

Further, AJTL is required to maintain the project site such that the roughness index for the road surface is between 2,000 mm per km and 3,000 mm per km.

Project Cost and Financing

As at June 30, 2014, the total project cost as per certificate of M/s. Manubhai & Shah, Chartered Accountants dated November 8, 2014, was ₹ 2,723.99 million. Total equity contribution and sub-ordinate debt for the project is ₹ 548.00 million and ₹ 282.00 million, respectively. As of May 31, 2015, our Company has provided sub-ordinate debt of ₹ 282.00 million for the project.

AJTL entered into an agreement dated December 14, 2007, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 1,662.44 million. For details, see "Financial Indebtedness" from page 476 to 477 for key terms of such agreement.

Financial and Operational Information

For the financial year 2015, AJTL's revenue from operations and net loss as per its audited financial statements, was ₹ 353.43 million and ₹ 246.08 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, AJTL's toll collections were ₹ 115.39 million.

AJTL has entered into a services agreement dated September 22, 2010, as amended with SEL for office space for a consideration of ₹ 0.08 million per month.

AJTL has also entered into a management services agreement dated March 1, 2014 with our Company for services including liaising with the concessioning authority and independent engineer, operations and maintenance and other administrative services for an aggregate fee of ₹ 12.00 million for the financial year 2014 and ₹ 1.00 million per month from financial year 2015 onwards and for the other services at cost.

HYTPL Project

This four laned toll project is a part of National Highway 202, and comprises the stretch from Hyderabad to Yadgiri in Telangana. The project road is approximately 34.94 km long, and with four lanes translates to approximately 139.76 lane kms. National Highway 202 connects Hyderabad to Warangal.

Our scope of work for the project entailed construction of a four-lane divided project highway on DBFOT basis. The PCOD of this project was on December 10, 2012, a delay of approximately seven months from the scheduled project completion date provided in the concession agreement due to among other reasons, a delay in transfer of land by NHAI. This project has one operational toll plaza. In order to streamline toll collection, we have implemented electronic toll collection systems at the toll plaza.

Concession Operator

HYTPL is the operator of the concession. Our Company owns 99.99% of the outstanding equity capital share in HYTPL. For more information on HYTPL, see "Subsidiaries" from page 256 to 257. Further, the EPC work for the HYTPL Project has been carried out by SEL.

Key Terms of the Concession

The concession was granted by NHAI. The term of the concession is 23 years starting from July 2010 and expiring in July 2033.

The current toll rates that can be demanded and collected by HYTPL as specified in the concession agreement are calculated in accordance with the Fee Determination Rules. The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules. The toll rates per one-way trip per vehicle with effect from April 1, 2015 as specified in the notification dated March 24, 2015 issued by NHAI are (i) ₹ 80.00 for car, jeep, van or light motor vehicles; (ii) ₹ 120.00 for mini buses, light commercial and goods vehicles; (iii) ₹ 250.00 for trucks and buses; (iv) ₹ 375.00 for heavy construction machinery or earth moving equipment or multi-axle vehicles; and (v) ₹ 490.00 for over-sized vehicles. The concession agreement provides that HYTPL is obligated to pay NHAI a premium of ₹ 117.0 million on COD of the project as NHAI's share of toll revenues generated from the project. Such premium amount shall increase by 5.0% each year. Pursuant to the supplementary agreement to the concession agreement dated June 10, 2014 and the NHAI letter dated June 10, 2014, payment of premium has been deferred from the financial year 2015 and a revised premium scheme has become applicable. Accordingly, HYTPL is required to only pay ₹ 28.6 million in financial year 2018, ₹ 110.3 million in financial year 2021 and ₹ 126.6 million in financial year 2023. According to the terms of the NHAI letter, if project revenues are more than projected, the NHAI will have the right to advance payments in consultation with senior lenders. Further, the letter prescribes a number of other obligations on HYTPL including, among others, installation of electronic toll collection systems and integration of the toll collection or traffic administration systems with that of the NHAI.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 34,897 passenger car units per day (the "Target Traffic") as on October 1, 2019 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, HYTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to HYTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If HYTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to HYTPL.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. However, this restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 passenger car units).

Further, HYTPL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

As of June 30, 2014, the project cost as per certificate of M/s. Manubhai & Shah, Chartered Accountants dated November 8, 2014, was ₹ 4,947.09 million. Total equity contribution and sub-ordinate debt for the project is ₹ 173.23 million and ₹ 1,297.69 million, respectively. As of May 31, 2015, our Company has provided sub-ordinate debt of ₹ 1,297.69 million for the project.

HYTPL entered into an agreement dated April 10, 2010, as amended and an ECB facility agreement dated November 28, 2011, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 2,365.80 million and USD 24.95 million. For details, see "Financial Indebtedness" from page 473 to 476 for key terms of such agreements.

Financial and Operational Information

For the financial year 2015, HYTPL's revenue from operations and net loss as per its audited financial statements, was ₹ 448.75 million and ₹ 174.51 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, HYTPL's toll collections were ₹ 176.57 million.

HYTPL has entered into a services agreement dated September 22, 2010, as amended with SEL for office space for a consideration of ₹ 0.08 million per month.

HYTPL has also entered into a management services agreement dated March 1, 2014, as amended with our Company for services including liaising with NHAI and independent engineer, operations and maintenance and other administrative services for an aggregate fee of ₹ 12.00 million for the financial year 2014 and ₹ 1.00 million per month from financial year 2015 onwards and shall pay for the other services at cost.

NSEL Project

This annuity project consists of development of a 27.73 km tollway ending at Seoni in Madhya Pradesh and with four lanes will translate to approximately 110.92 lane kms. The PCOD for this project was as per the scheduled COD on May 25, 2010. The project length for the NSEL Project was reduced to 27.73 kms. or 110.92 lane kms. because the land was part of a reserve forest area and bordered a tiger reserve area.

Concession Operator

NSEL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital in NSEL. For more information on NSEL, see "Subsidiaries" on page 258. Further, the EPC work for the NSEL Project has been carried out by SEL.

Key Terms of the Concession

The concession was granted by the NHAI. The term of the concession is 20 years starting from November 2007 and expiring in November 2027.

NSEL does not have the right to demand and collect any tolls or fees. As per the concession agreement, the annuity payable semi-annually is ₹ 354.00 million. However, due to modification of scope of the project, the semi-annual annuity payable has reduced to ₹ 191.98 million. NHAI might in its sole discretion levy, demand, collect, retain and appropriate the fee either by itself or authorize any person by contract or otherwise.

As per the terms of the Concession Agreement, NHAI is entitled to augment or increase the capacity of the project at any time after COD by inviting proposals from eligible persons. Pursuant to the concession agreement, NSEL has a right of first refusal to match the preferred offer if it fails to provide the lowest offer. In such instance, if it matches the lowest offer, a suitable agreement shall be entered into to reflect the same and all other necessary and consequential changes, and NSEL shall pay the bidder who made the lowest offer a specified sum towards bidding cost. However, in the event, NSEL chooses not to submit its proposal or fails to match the preferred offer, NHAI is entitled to terminate the contract upon payment of termination payment to NSEL. For further details, see "Risk Factors – Internal Risk Factors – Our ability to negotiate the standard form of contracts for our projects may be limited and certain restrictive, unusual or onerous provisions may be imposed on us." from page 40 to 41.

Further, NSEL is required to ensure that the roughness value of the project highway does not exceed 3,000 mm in a stretch of one km.

Project Cost and Financing

As of June 30, 2014, the project cost as per certificate of M/s. Jain Choudhary, Chartered Accountants, dated November 7, 2014, was ₹ 3,747.86 million. Total equity contribution and sub-ordinate debt for the project is ₹ 480.00 million and ₹ 118.29 million, respectively. As of May 31, 2015, our Company has provided sub-ordinate debt of ₹ 118.29 million for the project.

NSEL entered into an agreement dated August 4, 2007 in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was USD 30.31 million. See "Financial Indebtedness" on page 461 for key terms of such agreement.

Annuity Collection and Financial Information

The semi-annual annuity for the project is ₹ 191.98 million. For the financial year 2015, NSEL's revenue from operations and net loss as per its audited financial statements, was ₹ 383.96 million and ₹ 155.67 million, respectively.

NSEL has entered into a services agreement dated September 22, 2010, as amended with SEL for office space for a consideration of ₹ 0.08 million per month.

NSEL has also entered into a management services agreement dated March 1, 2014 with our Company for services including liaising with NHAI and independent engineer, operations and maintenance and other administrative services for an aggregate fee of ₹ 6.00 million for the financial year 2014 and ₹ 0.50 million per month from financial year 2015 and shall pay for the other services at cost.

Road BOT Projects Under Development

The following projects are under development:

SUTPL Project

This four laned toll project is a part of NH-8, and comprises the stretch from Gomati Chauraha to Udaipur in Rajasthan. The project road is approximately 79.31 km long, and with four lanes will translate to approximately 317.24 lane kms.

Our scope of work for the project entails construction of a four lane project highway on a DBFOT basis, including construction of a tunnel near Chirwaghat of 0.45 km and an elevated section near Nathdwara of 1.22 km. The project completion date in accordance with the concession agreement is October 2015. This project will have two operational toll plazas.

Concession Operator

SUTPL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital in SUTPL. For more information on SUTPL, see "Subsidiaries" on page 260.

Key Terms of the Concession

The concession was granted by the NHAI. The term of the concession is 27 years starting from April 2013 and expiring in April 2040. The concession agreement provides that SUTPL is obligated to pay NHAI a premium of ₹ 216.0 million on achieving COD of the project as NHAI's share of toll revenues generated from the project. Such premium amount shall increase by 5.0% each year.

During the construction period, SUTPL is required to maintain at its cost, the existing lane(s) of the project highway so that the traffic worthiness and safety are at no time materially inferior as compared to their condition seven days prior to the date of the concession agreement, and to undertake the necessary repair and maintenance works for this purpose; provided that SUTPL may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of construction works and conforms to good industry practice; provided further that such interruption and diversion shall be undertaken by SUTPL only with the prior written approval of the independent engineer which approval shall not be unreasonably withheld. Further, SUTPL is also responsible for ensuring safe operation of the project highway.

Further, during the construction period, SUTPL is required to, no later than seven days after the close of each month, furnish to NHAI and the independent engineer a monthly report on progress of the construction work.

The toll rates that can be demanded and collected by SUTPL upon achievement of COD as specified in the concession agreement are calculated in accordance with the Fee Determination Rules. The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 24,281 PCUs per day (the "Target Traffic") as on April 1, 2022 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, SUTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to SUTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If SUTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to SUTPL.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. This restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 PCUs). The concession agreement restricts construction of an additional toll road between Gomti Chauraha and Udaipur before the 16^{th} anniversary of the appointed date i.e. April 18, 2013.

Further, SUTPL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

The project cost is estimated to be ₹ 11,514.60 million. As of August 3, 2015, ₹ 10,300.13 million has been utilised towards project costs as certified by M/s. Manubhai & Shah, Chartered Accountants, on August 13, 2015. As of August 3, 2015, total equity contribution and sub-ordinate debt for the project is ₹ 337.43 million and ₹ 2,086.07 million, respectively provided by our Company. As of May 31, 2015, the balance equity and sub-ordinate debt contribution pending was ₹ 285.46 million and ₹ 405.50 million, respectively.

SUTPL entered into an agreement dated September 28, 2012 in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 5,529.50 million and ₹ 1,279.85 million of letters of credit from the lenders. See "Financial Indebtedness" from page 463 to 466 for key terms of such agreement.

Current Status

As of May 31, 2015, we have completed approximately 87.0% of the project.

SUTPL has entered into an agreement dated July 18, 2012 with SEL to appoint SEL as the EPC contractor to undertake design, engineering, procurement, construction, testing and completion of the project for the aggregate lump sum of ₹ 9,750.00 million. SEL is required to complete the construction of the project within a period of 910 days from the appointed date (the "Scheduled Completion Date"). If PCOD is achieved prior to the Scheduled Completion Date, SEL is entitled to receive a bonus of 75.0% of, the gross revenue received in tolls (excluding operations and maintenance costs at the rate of 12.0% of the realized revenue generated and premium payable to the NHAI), for each day after the actual date of commencement of toll collection until the Scheduled Completion Date. Further, if SEL fails to complete the construction of the project within the stipulated period except on account of SUTPL's default or a force majeure event, SEL shall indemnify SUTPL for any damages due to such delay and SUTPL will also be entitled to terminate the agreement. SEL shall continue to be liable for any defects for a period of 24 months from the date of issuance of the provisional or completion certificate and if SEL fails to remedy the defects within 21 days of receipt of notice thereof, SUTPL may at its option, undertake remedial works and recover the cost from SEL. SEL continues to remain liable in respect of obligations that remain unperformed at the time of issuance of the defects liability certificate confirming remedy of all the defects. In case of any change in scope required by NHAI under the concession agreement, the same shall be carried out by SEL on behalf of SUTPL. The costs arising out of such change of scope will be deemed to be included within the EPC contract price subject to an aggregate ceiling of 0.25% of the total project cost.

BRTPL Project

This four laned toll project is a part of National Highway 758, and comprises the stretch from Rajsamand to Bhilwara in Rajasthan. The project road is approximately 87.25 km long, and with four lanes will translate to approximately 349.00 lane kms.

Our scope of work for the project entails the construction of a four lane project highway on a DBFOT basis. The project completion date in accordance with the concession agreement is in April 2016. This project will have two operational toll plazas.

Concession Operator

BRTPL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital in BRTPL. For more information on BRTPL, see "Subsidiaries" on page 255.

Key Terms of the Concession

The concession was granted by NHAI. The term of the concession is 30 years starting from October 2013 and expiring in October 2043.

The toll rates that can be demanded and collected by BRTPL upon achievement of COD as specified in the concession agreement are calculated in accordance with the Fee Determination Rules.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 16,209 PCUs per day (the "Target Traffic") as on October 1, 2022 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, BRTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to BRTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If BRTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to BRTPL.
The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. This obligation shall be terminated if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 passenger car units).

Further, BRTPL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

The project cost is estimated to be ₹ 6,761.00 million. As of May 31, 2015, ₹ 4,410.03 million has been utilised towards project costs. As of May 31, 2015, the total equity contribution and sub-ordinate debt for the project is ₹ 173.40 million and ₹ 1,159.60 million, respectively. As of May 31, 2015, no equity or sub-ordinate debt contribution was pending. As per the concession agreement, NHAI is expected to provide a grant of ₹ 2,664.00 million to BRTPL for the project subject to certain conditions being met. As of May 31, 2015, BRTPL has received grant of ₹ 1,224.15 million from NHAI.

BRTPL entered into an agreement dated March 23, 2013, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 1,660.10 million. See "Financial Indebtedness" from page 472 to 473 for key terms of such agreement.

Current Status

As of May 31, 2015, we have completed approximately 59.6% of the project.

BRTPL has entered into an agreement dated February 25, 2013 with SEL to appoint SEL as the EPC contractor to undertake design, engineering, procurement, construction, testing and completion of the project for the aggregate lump sum of ₹ 6,030.00 million. SEL is required to complete the construction of the project within a period of 910 days from the appointed date (the "Scheduled Completion Date"). If PCOD is achieved prior to the Scheduled Completion Date, SEL is entitled to receive a bonus of 75.0% of, the gross revenue received in tolls (excluding operations and maintenance costs at the rate of 12.0% of the realized revenue generated), for each day after the actual date of commencement of toll collection until the Scheduled Completion Date. Further, if SEL fails to complete the construction of the project within the stipulated period except on account of BRTPL's default or a force majeure event, SEL shall indemnify BRTPL for any damages due to such delay and BRTPL will also be entitled to terminate the agreement. SEL shall continue to be liable for any defects for a period of 24 months from the date of issuance of the provisional or completion certificate and if SEL fails to remedy the defects within 21 days of receipt of notice thereof, BRTPL may at its option, undertake remedial works and recover the cost from SEL. SEL continues to remain liable in respect of obligations that remain unperformed at the time of issuance of the defects liability certificate confirming remedy of all the defects. In case of any change in scope required by NHAI under the concession agreement, the same shall be carried out by

SEL on behalf of BRTPL. The costs arising out of such change of scope will be deemed to be included within the EPC contract price subject to an aggregate ceiling of 0.25% of the total project cost.

RHTPL Project

This four laned toll project is a part of NH-10, and comprises the stretch from Rohtak to Hissar in Haryana. The project road is approximately 98.81 km long, and with four lanes will translate to approximately 395.24 lane kms. National Highway 10 connects Delhi and several cities in Haryana and Punjab.

Our scope of work for the project entails the widening of the existing two lane carriageway to a four lane dual carriageway on a DBFOT basis, including a connecting link between the NH-10 to NH-7. The project completion date in accordance with the concession agreement is in June 2016. This project will have two operational toll plazas.

Concession Operator

RHTPL is the operator of the concession. Our Company owns 99.99% of the outstanding equity share capital in RHTPL. For more information on RHTPL, see "Subsidiaries" on page 258 and 259.

Key Terms of the Concession

The concession was granted by NHAI. The term of the concession is 22 years starting from December 2013 and expiring in December 2035.

The toll rates that can be demanded and collected by RHTPL upon achievement of COD as specified in the concession agreement are calculated in accordance with the Fee Determination Rules. The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 27,726 PCUs per day (the "Target Traffic") as on October 1, 2023 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, RHTPL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds 60,000 passenger car units in any accounting year, NHAI may decide to augment the capacity of the project highway and will issue a notice to RHTPL to undertake such capacity augmentation along with an extension in the concession period for a maximum of five years. If RHTPL does not accept the extension in concession period or the capacity augmentation, NHAI may then terminate the concession agreement upon payment of the termination payment to RHTPL.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. However, this restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e. 60,000 passenger car units).

Project Cost and Financing

The project cost, including a grant, is estimated to be ₹ 12,715.80 million. As of May 31, 2015, ₹ 6,843.24 million has been utilised for the RHTPL Project. As of May 31, 2015, total equity contribution and sub-ordinate debt for the project is ₹ 107.68 million and ₹ 969.12 million, respectively, by our Company. As of May 31, 2015, no equity or sub-ordinate debt contribution was pending. NHAI is expected to provide a grant of ₹ 2,115.00 million to RHTPL for the project. As of May 31, 2015, RHTPL has received a grant of ₹ 643.70 million from NHAI.

RHTPL entered into an agreement dated November 9, 2013, as amended in connection with the financing of the project. As of May 31, 2015, the total principal amount of debt outstanding was ₹ 4,769.00 million. See “Financial Indebtedness” from page 468 to 469 for key terms of such agreement.

Current Status

As of May 31, 2015, we have completed approximately 51.2% of the project.

RHTPL has entered into an agreement dated June 10, 2013 with SEL to appoint SEL as the EPC contractor to undertake design, engineering, procurement, construction, testing and completion of the project for the aggregate lump sum of ₹ 10,800.00 million. SEL is required to complete the construction of the project within a period of 910 days from the appointed date (the “Scheduled Completion Date”). If PCOD is achieved prior to the Scheduled Completion Date, SEL is entitled to receive a bonus of 75.0% of, the gross revenue received in tolls (excluding operations and maintenance costs at the rate of 12.0% of the realized revenue generated), for each day after the actual date of commencement of toll collection until the Scheduled Completion Date. Further, if SEL fails to complete the construction of the project within the stipulated period except on account of RHTPL’s default or a force majeure event, SEL shall indemnify RHTPL for any damages due to such delay and RHTPL will also be entitled to terminate the agreement. SEL shall continue to be liable for any defects for a period of 24 months from the date of issuance of the provisional or completion certificate and if SEL fails to remedy the defects within 21 days of receipt of notice thereof, RHTPL may at its option, undertake remedial works and recover the cost from SEL. SEL continues to remain liable in respect of obligations that remain unperformed at the time of issuance of the defects liability certificate confirming remedy of all the defects. In case of any change in scope required by NHAI under the concession agreement, the same shall be carried out by SEL on behalf of RHTPL. The costs arising out of such change of scope will be deemed to be included within the EPC contract price subject to an aggregate ceiling of 0.25% of the total project cost.

Proposed Acquisitions

Following are details of the projects managed by MBHPL and DPTL, which will form part of our projects portfolio after the proposed acquisitions are completed.

MBHPL Project

This annuity project road is from Malavalli to Pavagadda in Karnataka and is approximately 193.34 km long, and with two lanes will translate to approximately 386.68 lane kms.

The scope of work for the project entails the widening of the one lane road to a two lane road. The concession was granted by the Government of Karnataka. The term of the concession is 10 years starting in December 2014 and expiring in December 2024.

Upon completion of the construction, KSHIP shall pay MBHPL a semi-annual annuity payment of ₹ 711.50 million as per the schedule provided in the concession agreement.

Concession Operator

MBHPL is the operator of the concession. SEL currently owns 74.0% of the outstanding equity share capital in MBHPL and GKC Projects Limited owns the remaining 26.0%. In accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 58,511,760 equity shares (74.00% of the outstanding equity interest) of MBHPL. SEL has applied to KSHIP for a transfer of the shares to our Company on October 22, 2014. Currently, we are awaiting approval from KSHIP and the project lenders (for which applications are yet to be made) and expect to complete the acquisition upon receipt of such approvals. For further details, see “History and Certain Corporate Matters” on pages 251 and 252.

Key Terms of the Concession

The concession was granted by the Karnataka State Highway Improvement Project (“KSHIP”). The term of the concession is 10 years starting from December 2014 and expiring in December 2024.

As per the concession agreement, MBHPL is entitled to receive a total of ₹ 2,392.09 million from KSHIP in five instalments during the concession period and the annuity payable semi-annually is ₹ 711.50 million. KSHIP might in its sole discretion levy, demand, collect, retain and appropriate the fee either by itself or authorize any person by contract or otherwise. MBHPL does not have the right to demand and collect any tolls or fees.

As per the terms of the Concession Agreement, KSHIP is entitled to reduce the amount of the first annuity payment in the event COD is not achieved within the stipulated time, on a failure by MBHPL to perform the requisite maintenance of the project site on provision of assured lane availability or in other specified instances. In the event MBHPL achieves CoD prior to the SCoD, it is entitled to receive from KSHIP a bonus for early completion, which shall be calculated as the product of average daily annuity and the number of days of early completion. Further, KSHIP may augment or increase the capacity of the project at any time after the sixth anniversary of the COD by inviting proposals from eligible persons. However, in the event, MBHPL chooses not to submit its proposal or fails to match the preferred offer, KSHIP is entitled to terminate the contract upon payment of termination payment to MBHPL. For further details, see "Risk Factors – Internal Risk Factors – Our ability to negotiate the standard form of contracts for our projects may be limited and certain restrictive, unusual or onerous provisions may be imposed on us."

Current Status

The MBHPL Project is currently being developed.

Project Cost and Financing

The project cost, including a grant of ₹ 2,392.10 million from the World Bank, is estimated to be ₹ 7,892.7 million.

DPTL Project

This toll project is a part of National Highway 3, and comprises the stretch from Dhule to Palesner in Maharashtra. The project road is approximately 88.80 km long, and with four lanes translates to approximately 355.20 lane kms. The scope of work for the project entailed the construction of a four lane road on a DBFOT basis. The PCOD was achieved in phases on January 23, 2012, June 12, 2012 and July 23, 2012. This project has two operational toll plazas.

Concession Operator

DPTL is the operator of the concession. Our Company currently holds 60.92% of the shares in DPTL. In accordance with the share purchase agreement dated September 22, 2010, our Company has agreed to acquire 18,692,000 equity shares (27.18% of the outstanding equity interest) of DPTL from SEL and in accordance with the share purchase agreement dated November 3, 2014, our Company has agreed to acquire 8,190,000 equity shares (11.9% of the outstanding equity interest) of DPTL from SEL. Currently, we have received approval for the transaction from NHAI and from certain project lenders and are awaiting approvals from the remaining project lenders. We expect to complete this acquisition once such approvals are received and the remainder of the conditions precedent to the acquisition (which are currently being progressed) are satisfied. On completion, DPTL will be our wholly owned subsidiary. For further details, see "History and Certain Corporate Matters" on pages 249 and 251 and "Risk Factors – Internal Risk Factors – We may not receive approvals from relevant concessioning authorities or our lenders with respect to our proposed acquisitions and divestments or we may not be able to complete necessary formalities to complete our proposed acquisitions" on page 38.

Key Terms of the Concession

The concession was granted by the NHAI. The term of the concession is 18 years starting in December 2009 and expiring in December 2027.

The current toll rates are subject to and in accordance with the Fee Determination Rules. The concession agreement allows the toll rates to be revised annually on April 1 but is subject to and in accordance with the provisions of the Fee Determination Rules. The toll rates per one-way trip per vehicle with effect from April 1, 2015 as specified in the notification dated April 8, 2015 issued by NHAI are as follows:

	Cars, jeeps, vans and light motor vehicles	Mini buses, light commercial and goods vehicles	Trucks	Buses	Heavy construction machinery, earth moving equipment and multi-axle vehicles	Over-sized vehicles
	(in ₹)					
First Toll Plaza	85.00	130.00	260.00	265.00	375.00	495.00
Second Toll Plaza	55.00	85.00	175.00	175.00	260.00	335.00

The concession agreement provides that DPTL is obligated to pay NHAI a premium of 2.0% of the total realizable fee, during the year from the day falling after 2,610 days from COD and for each subsequent year the premium shall increase by an additional 1.0% as compared to the immediately preceding year as NHAI's share of toll revenues generated from the project.

In the event that the average daily traffic of PCUs in any accounting year reaches or exceeds 120.0% of the designed capacity, the fee levied on any excess traffic is required to be deposited in a safety fund within 60 days of close of relevant accounting year provided that the balance remaining in respect of excess traffic of the last accounting year of the concession period shall be credited to the safety fund within 30 days of the transfer date.

As per the terms of the concession agreement, the traffic is estimated to be 37,000 PCUs per day (the "Target Traffic") as of October 1, 2020 (the "Target Date") and if the average of traffic sampling undertaken on the date one year prior to the Target Date, the Target Date and on the first anniversary of the Target Date falls short of Target Traffic by more than 2.5%, then for every 1.0% of shortfall as compared to Target Traffic, the concession period shall be increased by 1.5% subject to the increase of period not exceeding 20.0% of the original concession period. Similarly, if the aforesaid traffic sampling exceeds Target Traffic, then for every 1.0% excess as compared to Target Traffic the concession period shall be reduced by 0.75% subject to the reduction of period not exceeding 10.0% of the original concession period. In case of reduction of the concession period, DPTL may choose to pay a premium of 25.0% of the realisable fee in the respective year in lieu of reduction of concession period. If the average daily traffic exceeds the 60,000 PCUs in any accounting year, and continues to so exceed for the subsequent three accounting years, NHAI may decide to terminate the concession agreement based on the occurrence of an indirect political event. The indirect political event may be cured by DPTL, if it completes the construction work necessary for augmenting the capacity of the project highway such that the increase in traffic may be serviced prior to NHAI issuing a termination notice.

The concession agreement provides that NHAI shall ensure that for a period of ten years from the appointed date, neither NHAI itself, nor any other government body shall, construct or cause to be constructed any competing road. However, this restriction shall not apply if the average daily traffic on the project in any year exceeds 90.0% of the capacity provided for in the agreement (i.e., 60,000 passenger car units).

Further, DPTL is required to undertake maintenance of the project highway within 180 days when the roughness value exceeds 2,500 mm in a stretch of one km.

Project Cost and Financing

As certified by M/s. Uday V. Shah & Co., Chartered Accountants, on November 5, 2014, the project cost was ₹ 13,474.30 million.

Financial and Operational Information

For the financial year 2015, DPTL's revenue from operations and net profit as per its audited financial statements, was ₹ 1,340.24 million and ₹ 511.30 million, respectively.

As certified by A.D. Brahmbhatt & Co., Chartered Accountants, for the four months ended July 31, 2015, DPTL's toll collections were ₹ 473.14 million.

Proposed Acquisition and Divestment of the MNEL Project

Our Company had entered into a share purchase agreement dated September 22, 2010 to acquire 10,400,000 equity shares (20.00% of the outstanding equity interest) of MNEL from SEL. In January, 2015, our Company has executed a binding term sheet with SEL and Gammon Infrastructure Projects Limited, pursuant to which SEL has agreed to transfer 10,399,500 equity shares (19.99% of the outstanding equity interest) of MNEL to our Company, which our Company intends to sell to Gammon Infrastructure Projects Limited for an aggregate consideration of ₹ 720.00 million. For further details, see "History and Certain Corporate Matters" and "Risk Factors – Internal Risks – We may not receive approvals from relevant concessioning authorities or our lenders with respect to our proposed acquisitions and divestments or we may not be able to complete necessary formalities to complete our proposed acquisitions." on page 39. In addition, SEL has filed a petition before the Company Law Board, Mumbai bench against, among others, MNEL, GIL and GIPL alleging certain acts of oppression and mismanagement of affairs of MNEL. The Company Law Board has passed an order recording the consent terms arrived at between the parties and directed that SEL shall have tag-along rights to sell its 20.00% shareholding along with the shareholding of GIPL to a third party.

Accordingly, in the event that GIPL sells equity shares of MNEL to a third party, SEL (and not our Company) shall have a right to tag-along its 20.00% shareholding held in MNEL with such sale and in that event, there may not be a transfer of 20.00% shareholding from SEL to our Company. Further, as per the aforesaid order, in case of such sale by GIPL, MNEL and GIPL shall pay an amount of ₹ 720.00 million towards their shareholding on sale of shares held by SEL and the respondents which includes our Company, irrespective of the sale price arrived at between MNEL, GIPL and the third party.

However, other than as specified above, the sale of 20.00% shares in MNEL held by SEL to GIPL will be effected through our Company in accordance with the terms stipulated in the Term Sheet.

General terms of Concession Agreements

Typically, the concession agreement grants leave and license rights for all land forming part of the project highway on an "as-is-where-is" basis in our favor for the duration of the concession period. The concession agreements that we enter into with the concessioning authorities have certain common conditions and obligations that we are required to meet with respect to the project. They are as follows:

Requirement for the concessionaire to maintain performance securities and insurance during the construction and operation period.

Obligation of the concessioning authority to grant a minimum percentage (typically 80.0%) of the project highway free of encumbrances prior to the appointed date for the project.

An escrow agreement is generally executed among the concessionaire, the concessioning authority, the lenders and an escrow agent in order to ensure that disbursement of funds for the project is in accordance with the terms of the escrow mechanism prescribed in the concession agreement.

The concessioning authority may require a change or variation in scope of the project under certain circumstances. All costs arising out of a change of scope order subject to a prescribed aggregate ceiling are required to borne by the concessionaire. Further, the concessioning authority may also reduce scope in the event of failure to complete construction on account of a force majeure event.

During the operation period, the concessionaire must, either by itself or through an O&M contractor, operate and maintain the project highway in accordance with the specifications and standards prescribed in each concession agreement. Further, during the operation period, the concessionaire, either by itself or through a contractor, is responsible for modifying, repairing or otherwise making improvements to the project / project facility to comply with specifications and standards in the concession agreement and good industry practice. In this regard, the obligations of the concessionaire include, among others, ensuring smooth and uninterrupted flow of traffic during normal operating conditions, minimising disruption of traffic, routine maintenance and provision of equipment and materials. The concessionaire is also usually required to evolve a regular and preventive maintenance manual and also propose an annual programme of preventive and other scheduled maintenance. In the event that the concessionaire fails to maintain and / or repair the project in accordance with the maintenance requirements as stipulated in the concession agreement, the concessioning authority is authorised to undertake remedial measures at the cost of the concessionaire, either from the performance security or at actual cost and expense incurred. If the concessionaire fails to recoup the performance security or reimburse the expenditure then the engineer-in-charge may order suspension of collection of toll till amount is fully realised.

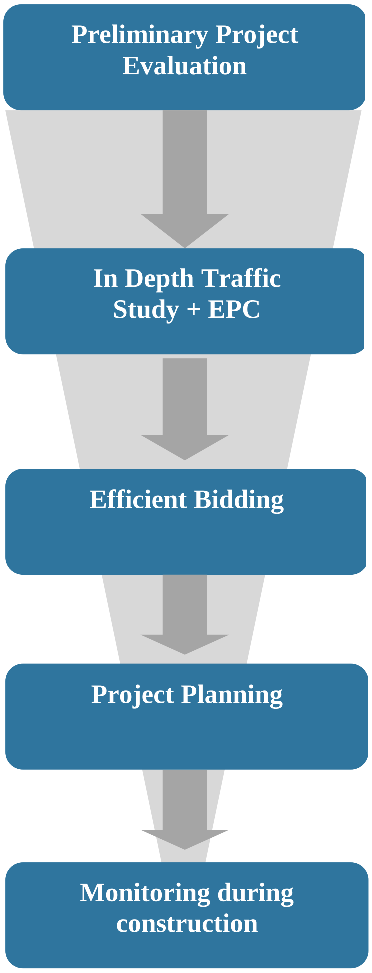
Further, the concession period may be modified in certain circumstances such as variation in traffic, suspension of or reduction in fee collection, commissioning of an additional toll road, force majeure events and unsafe construction works. Additionally, if a change in tax rates or law amounts to an increase in cost or a reduction in after-tax revenue from the project site, the concessioning authority may amend the concession agreement to enable the concessionaire to generate revenues from the project highway equivalent to what it would have received prior to such amendment in law. Similarly, if as a result of a change in tax rates or law, the concessionaire benefits from a reduction in cost or increase in net-after-tax return or other financial gain, the concessioning authority may amend the concession agreement so as to place the concessionaire in the same financial position as it would have enjoyed had there been no such change.

In the event of any deviations or non-compliance in relation to maintenance or repair of the project, the concessioning authority may enforce its rights under the agreement, including the termination of the agreement, and may undertake remedial measures at our cost. In addition to the recovery of such costs, a certain percentage of such cost amount must be paid as damages to the concessioning authority. In case of any material breach of the concession agreement, on account of any default attributable to us, the concessioning authority may also suspend our rights under the concession agreement and may elect to exercise the rights we have under the agreement by itself or authorize any other person to perform the obligations on its behalf during such suspension. We continue to be liable for all defects and deficiencies in the project highway for a certain period after the termination of the concession agreement and are obligated to at our cost repair or rectify the defects and deficiencies. In addition to the terms included in this paragraph, each concession agreement also has provisions on assignment, indemnity from and to the concessioning authority, termination, consequences of termination and other customary provisions in accordance with best practices.

In the event the concessioning authority terminates the concession agreement prior to its expiry due to reasons not attributable to the concessionaire, the concessioning authority will pay to the concessionaire a termination payment based on a formula specified in the relevant concession agreement. Typically, the handing over process for the project site will be initiated 12 months before the expiry date of the concession agreement by a joint inspection by the engineer in charge along with representatives of the concessionaire. Within 15 days of the inspection the engineer in charge shall prepare and furnish a list of work or alterations, if any, that the concessionaire will need to carry out at least two months prior to the date of expiry of the concession. Upon expiry of the concession, the concessionaire shall hand over vacant and peaceful possession of the project assets, including the project site. Typically, the defect liability period for road/bridge work shall be equal to 120 days after termination of the concession period.

Business Development and Implementation

Set forth below is a summary of the key stages of development and implementation of our projects.



Focus on assets primarily in states where our Company currently has operations. We believe these regions present low risks for toll collection

Traffic and EPC consultants are appointed to carry out detailed study of the traffic growth and the road structure

In-house financial and traffic estimates of the assets are arrived at before helping in submitting rational bids for the asset

Lenders are approached for achievement of Financial Closure (FC) of the project

EPC contractors are finalized before the appointed date and initial work on the project is carried out

To ensure diligent monitoring, and other than the engineers appointed by NHAI and Lenders, SIPL also appoints a marquee engineer who gives monthly tracking of the work being carried out on the project

Preliminary Project Evaluation

We conduct an initial evaluation of the potential projects. The following criteria are considered in the selection of projects:

- projects with minimal issues related to land acquisition, environmental and forest clearances;
- projects in states which have shown growth greater than average India GDP;
- projects in states where risk of toll evasion is minimal;
- projects with available O&M synergies;
- projects where large scale industrial development has been planned along the project stretch;
- projects which serve long distance traffic and on which commercial traffic is higher;
- projects with return parameters acceptable to us;
- projects which are less subject to political influence; and
- projects where construction related issues are within our control for on-time completion.

We also take into account the possibility of opportunities for growth in the infrastructure of the area and geographic location of the project. We typically target projects in the states of Maharashtra, Rajasthan, Gujarat, Andhra Pradesh, Telangana, Madhya Pradesh, Karnataka and Haryana as we believe we are more likely to be able to collect toll for projects located in these areas.

Traffic Study and EPC

Once we have identified suitable projects, we engage professional EPC and traffic consultants to carry out detailed study of the traffic growth and road structure. When the study is completed, a report is submitted by the consultants to us for consideration.

Bidding

Our in-house technical department conducts further evaluation on the estimate capital expenditure required by us to develop the project in consultation with the EPC consultant. Further, our finance department conducts further evaluation of the project based on the estimated capital expenditure required by us to develop the project and the traffic volume in the location of the project. In the past, once the estimates for EPC cost, projected traffic, estimated O&M cost, estimated financing cost, etc. were available, our Company prepared the financial model and the bid was submitted by SEL for the project. We are qualified on an annual basis to bid either directly or through joint ventures for BOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. Therefore, we will submit bids for projects up to ₹ 26,500.00 million to be awarded by the NHAI, subject to compliance with eligibility criteria for each bid.

Most of our projects are awarded through a competitive bidding process which consists of the following steps:

Steps	Particulars
Pre-qualification	
Step I	The concessioning authority decides to obtain bids for a particular BOT project. Bidding for BOT projects is generally based on the international competitive bidding procedure. The concessioning authority invites participants to buy request for quote documents.
Step II	Request for quote documents are purchased by participants
Step III	Participants provide relevant documents to the concessioning authority for their evaluation as to who shall qualify for bid on both technical and financial grounds.
Step IV	After review of the documents submitted by all the bidders, the concessioning authority publishes a list of bidders who have qualified for the bid.
Bidding process	
Step V	Qualifying bidders commence the process of preparing their bids. Technical consultants and traffic consultants are appointed by the qualifying bidders. Qualifying bidders then obtain quotes from EPC contactors (on the basis of scope and specifications as per the concession agreements) for execution of EPC work at a fixed price and/or within a fixed time period.
Step VI	On the basis of the financial model which generates the output for bidding by processing various inputs such as EPC cost, concession period, base traffic, traffic growth, means of finance, etc. the bid is prepared
Step VII	Qualifying bidders submit the price bid online where bidders have to quote the viability gap funding to be obtained from NHAI or premium to be paid to the concessioning authority every year or on a one time basis. Lowest VGF or highest premium shall be awarded the project.
Step VIII	Post evaluation of bids, the concessioning authority issues a letter of award and a concession agreement is entered into between the concessioning authority and the concessionaire. The concession agreement is generally entered into within 45 days from the date of the letter of award.
Step IX	Concessionaire is required to achieve the financial closure within a certain period of time from the signing of the concession agreement.
Step X	Concessionaire submits financing documents to the concessioning authority for its opinion and execution.

Subsidiary Formation and Financing

Once SEL has been awarded a project, we incorporate a special purpose vehicle which holds the project and develops, maintains and operates the concession. While the subsidiary is the legal entity with rights and obligations under the concession agreement, in practice we provide all necessary support to the subsidiary pursuant to O&M agreements and service agreements that we enter into with the respective subsidiaries in relation to the concessions. When accepting the award of the concession, the successful bidder signs a letter of award received from the concessioning authority. These may include the submission of a performance guarantee. The performance guarantee is usually arranged by SEL, and is provided by the subsidiary between 90 to 180 days from date of signing of the concession agreement. We aim to enter into financing agreements for the project within 180 days of signing of concession agreement.

We normally seek to fund up to 70% of the required capital expenditure for new projects through debt financing which we generally arrange with our in-house finance team from banks and financial institutions with the remainder being financed through an equity contribution.

Construction

The construction phase of a toll or annuity road project begins after financing agreements are entered into. The construction phase of a project often takes between 20 to 30 months to be completed. Our concessions typically range from a period of 20 to 30 years, after which they are transferred to the concessioning authority.

We deploy a team from our project implementation department and design unit part of our project implementation and operation and maintenance service, to finalize the detailed design of the project, liaise with the concessioning authority and respective government agencies in connection with the land acquisition process, utility shifting, procurement of necessary approvals/permits and supervision and management construction work. Throughout this phase, we monitor and control the various work processes closely with the objective of controlling costs, maintaining quality and other logistical issues such as monitoring land acquisition, environmental rehabilitation or resettlement.

We typically sub-contract construction activities for the projects to SEL, our corporate Promoter. The contractors generally procure all the raw materials required for each project. Contractors are typically paid based on the completion of construction milestones.

The EPC contractor enters into a fixed price agreements with our subsidiaries for undertaking the design, development, construction, supervision and management of the project fixed price contracts, the construction price is fixed at the time of agreement and the contractor bears the risk of any subsequent increase in costs and delays (other than increased costs or delays attributable to the concessioning authority) in connection with construction.

As the project nears completion, an independent engineer of the concessioning authority is asked to certify that the road has been completed in accordance with the technical specifications set forth in the concession agreement. Upon receipt of the independent engineer’s report, the concessioning authority issues a provisional completion certificate, which allows us to begin collecting toll receipts or receive annuity payments as per the provisions of the concession agreement.

Operations and Maintenance

We have project implementation teams located on each project site who monitor the project roads for maintenance, upkeep and operations services, as well as user and emergency services. These services are provided through our own in-house teams and also by sub-contractors.

Under the terms of the concession agreements, we are responsible for performing maintenance services to preserve our toll and annuity road systems, rectification of any defects on the road surface, services for overlaying, drainage, safety and equipment, signage and signaling, maintaining bridges and viaducts. We conduct regular safety inspections of all our projects. Our Company has a documented and implemented management system, which is maintained in accordance with ISO 9001-2008 requirements.

Regular schedules are made out for various activities to undertake maintenance work and the same is monitored strictly. Additional manpower is deployed if found necessary to mitigate contingencies.

Toll Management

Once the vehicle enters a toll plaza, it is classified into a particular vehicle category for the purpose of toll collection. The classification is done both manually by the toll collector and also automatically using weight in motion technology and AVC cameras. A toll supervisor may also check the information recorded in order to determine the category of vehicle passing through the toll lane. Based on classification of the vehicle, a ticket is issued and the road user pays the appropriate toll fee by cash in exchange for a receipt acknowledging payment. Toll fees may also be paid using a pre-paid smart card, where the road user flashes the smart card on a smart card reader to perform the transaction. The smart card reader validates the user against certain predefined parameters and the toll fee is deducted from the users account and a receipt is generated for the transaction. While leaving the toll lane area, the vehicle passes over the AVC sensors where the vehicle is classified again using the sensors embedded in the road. The software application is set to process the next transaction. This process is monitored by supervisors using point-tilt-zoom camera surveillance. Since a significant portion of the toll fees are paid in cash, we closely monitor the collection of toll fees in order to reduce fraud and pilfering. The toll supervisor also reconciles cash receipts against the records entered into computer systems by the toll collector and against the information recorded by the AVC system. In the event the toll collector charges less toll fees, the toll collector is required to make up for such shortfall. Further, each of our projects has an internal audit team which is primarily responsible for auditing its toll operations.

In order to make the functioning at toll plazas more efficient, the Ministry of Road Transport and Highways along with NHAI has introduced ETC to enable near non-stop travel for highway users across India. ETC utilises vehicles equipped with transponders (electronic tags), wireless communication, roadside sensors and a computerised system for identifying each vehicle to electronically collect toll. We have recently implemented ETC systems for the RPTPL, BHTPL and HYTPL Projects.

Accident and Emergency Services

In managing our toll roads, we seek to meet accepted safety standards in the industry. Our accident prevention strategy prioritizes construction, acquisition and provision of new safety features, such as pedestrian overpasses, concrete barriers, speed limit controls, improved signals and signage, roadway widening, ambulance response capability, traffic inspection and removal of dead animals and other obstructions.

Further, the concession agreements also require us to provide emergency medical aid to users of our toll roads. In this regard, we provide ambulance service, paramedic and first aid kits, rescue and search services at our projects. Our traffic inspection teams patrol the toll roads and monitor potential problems and emergencies, placing emergency signs and taking other appropriate measures when necessary. They also monitor toll road users evading payment of toll fee. Our service team provides emergency aid to vehicles with mechanical problems on our roads, using tow trucks to remove broken down or damaged vehicles. We also operate mobile rescue units that are equipped to provide first aid and evacuation in case of medical emergency. Most of our mobile rescue units have a GPS tracking system installed that permits us to monitor the vehicle's activity, fuel levels and other critical details on a real-time basis by means of a satellite network.

Insurance

We maintain a number of insurance policies to cover the different risks related to our projects in accordance with the terms of the concession agreements and best practices. Such insurance policies include equipment failure, advanced loss of profit, loss of cash in transit, standard fire and special perils, fidelity guarantee or consequential loss or fire. In addition, we have obtained separate insurance coverage for workman's compensation and public liability risks. SEL has a director's and officer's insurance policy to cover key managerial personnel of SEL, our Company and our subsidiaries. Further, our insurance covers hazards inherent to the road development business, such as risks of terrorist attacks, riots, work accidents, explosions, fire, earthquake, flood and other force majeure events. This includes hazards that may cause injury and loss of life, damage and destruction of property, equipment and environmental damage. Our insurance policies may not be sufficient to cover our economic losses. For further details, see "Risk Factors – Internal Risk Factors – Our insurance coverage may not adequately protect us against all material hazards" from page 45.

Employees

As of May 31, 2015, we had a total of 1,338 employees. Our employees do not belong to a union. We have not experienced any work stoppage, strike, demonstration or other labor disturbances from our employees. Further, as of May 31, 2015, BRTPL, RHTPL and NSEL had no employees.

Intellectual Property

Our Company has entered into a trademark licensing agreement dated September 22, 2010, as amended with SEL for use of the "Sadbhav" tradename and logo through a non-exclusive, non-transferable and royalty free license for a one-time lump sum consideration of ₹ 10,000.00.

Competition

Our revenues from existing toll roads are subject to competition from other roads that operate in the same area as well as from other modes of transportation. In addition, we compete with a number of Indian and international infrastructure operators in acquiring both concessions for new road projects and existing projects. We currently do not face any material competition with respect to our existing annuity road project because the concessioning authorities are required to make fixed annuity payments to us and the commercial risk is generally taken by the concessioning authority.

We believe that our main competitors for new projects are IRB Infrastructure Developers Limited, IL&FS Transportation Networks Limited, Larsen and Toubro Limited and Ashoka Buildcon Limited.

Property and Equipment

We do not own most of the assets that we use in our concessions. Generally, pursuant to the terms of our concession agreements, title to our toll roads and related infrastructure such as toll plazas and monitoring posts remains with the concessioning authority for the duration of the concession period.

During the concession period, we are entitled to use the toll roads and the related infrastructure which comprise the concession assets and we are entitled to the income arising from these assets. Upon the expiration of the concession period, we are required to transfer these project assets to the concessioning authority without further compensation.

We currently own or lease a variety of property, primarily for office space, throughout India. In relation to the Registered Office, our Company has entered into a leave and license agreement dated October 29, 2014, details of which are provided below:

Location of property	Lessor	Relationship with our Company, if applicable	Monthly rental
Registered Office – 3rd Floor, Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 380 006, Gujarat	SEL	Corporate Promoter	₹ 0.80 million

We currently own certain property aggregating to approximately 5.99 hectares.

Environmental Regulations

For details of regulations applicable to the Company and its Subsidiaries, see “Regulations and Policies” beginning on page 235. For our projects under development, the EPC contractor and the concessioning authority have the obligation to obtain all requisite environment related approvals and permissions.

Seasonality and Weather Conditions

Our business operations may be affected by severe weather, which may require us to evacuate personnel or curtail services, result in damage to a portion of our fleet of equipment or facilities resulting in the suspension of operations, and prevent us from delivering materials to our project sites in accordance with contract schedules or generally reduce our productivity. Our operations are also adversely affected by difficult working conditions and extremely high temperatures during summer months and monsoon seasons, each of which may restrict our ability to carry on our activities and fully utilise our resources. During periods of curtailed activity due to adverse weather conditions, we may continue to incur overhead expenses, and our revenues from operations may be delayed or reduced. Further, severe weather may also affect traffic trends and usage of our road projects.

Legal Proceedings

For details of legal proceedings of our Company and Subsidiaries, see “Outstanding Litigation and Material Developments” beginning on page 514.

REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws and regulations as prescribed by the Government of India or state Governments which are applicable for our Company and our Subsidiaries. The information detailed in this chapter has been obtained from publications available in the public domain. The regulations set out below are not exhaustive, and are only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional legal advice.

Regulation of the Road Sector

The primary central legislations governing the roads sector are the NH Act and the NHAI Act.

NH Act

Under the NH Act, the GoI is vested with the power to declare a highway as a national highway and also to acquire land for this purpose. The GoI may, by notification, declare its intention to acquire any land when it is satisfied that for a public purpose such land is required to be acquired for the building, maintenance, management or operation of a national highway or part thereof. The NH Act prescribes the procedure for such land acquisition which *inter alia* includes entering and inspecting such land, hearing of objections and declaration of such acquisition and the mode of taking possession. The NH Act also provides for payment of compensation to owners and any other person whose right of enjoyment in that land has been affected. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Second Amendment) Bill, 2015, introduced in the lower house of the Indian Parliament, seeks to amend the provisions of the Land Acquisition Act to make the provisions in relation to determination of compensation, rehabilitation and resettlement and infrastructure amenities of the Land Acquisition Act applicable to the NH Act with effect from January 1, 2015. Further, it exempts certain categories of land use, including infrastructure projects under public-private ownership where ownership of land continues to vest in the Government, from requirements to obtain consents from affected families where land is being acquired.

The GoI is responsible for the development and maintenance of national highways. However, it may, by notification in the official gazette, direct that such functions may also be exercised by governments of the states in which the highway is located, or by any officer or authority sub-ordinate to the GoI or to the state government. Notwithstanding the aforesaid provision, the GoI has the power to enter into an agreement with any person for the development and maintenance of a part or whole of a national highway. Such person would have the right to collect and retain fees at such rates as may be notified by the GoI having regard to the expenditure involved in building, maintenance, management and operation of the whole or part of such national highway, interest on the capital invested, reasonable return, the volume of traffic and the period of the agreement. The NH Rules further provide procedure for technical approval and financial sanction by the GoI or executive agency and related reporting for execution of works in relation to the operation and maintenance of national highways.

NH Fee Rules

The NH Fee Rules regulates the collection of fee for the use of national highway. The NH Fee Rules supersede the National Highways (Temporary Bridges) Rules, 1964, the National Highways (Collection of Fees by any Person for the Use of Section of National Highways/ Permanent Bridge/ Temporary Bridge on National Highways) Rules, 1997 (the "1997 Fee Rules"), the National Highways (Fees for the use of National Highways Section and Permanent Bridges - Public Funded Project) Rules, 1997 and the National Highways (Rate of Fees) Rules, 1997 other than in respect of things done or omitted to be done under such rules prior to supersession. The NH Fee Rules do not apply to the concession agreements executed or bids invited prior to the publication of such rules *i.e.* prior to December 5, 2008.

Pursuant to the NH Fee Rules, GoI may, by a notification, levy fee for use of any section of a national highway, 'permanent bridge', bypass or tunnel forming part of a national highway, as the case may be. However, GoI may, by notification, exempt any section of a national highway, 'permanent bridge', bypass or tunnel constructed through a public funded project from levy of fees.

The collection of fee shall commence within 45 days from the date of completion of the section of a national highway, 'permanent bridge', bypass or tunnel constructed through a public funded project. The NH Fee Rules further provides for the base rate of fees applicable for the use of a section of the national highway and applicable to different categories of vehicles. The base rate shall be increased, without compounding, by 3% each year with effect from April 1, 2008 and such increased rate will be deemed to be the base rate for the extension of fees in the subsequent years. The NH Fee Rules also provide for, *inter alia*, an annual revision of the base rate of fees with effect from April 1st each year to reflect the increase in the WPI between the week ending on January 6, 2007 and WPI for the month of December of the year in which such revision is undertaken but such revision shall be restricted to a 40% of the increase in WPI. The various modalities for collection of fee are also outlined in the NH Fee Rules. Under the 1997 Fee Rules (which are applicable to concession agreements executed prior to December 5, 2008), the GoI may enter into an agreement with any person for the development and maintenance of the whole or any part of a national highway, 'permanent bridge' or temporary bridge on a national highway and such person is entitled to collect at such rate and for such period as may be notified by GoI.

Indian Tolls Act, 1851

Pursuant to the Indian Tolls Act, 1851, the state governments have been vested with the power to levy tolls at such rates as they deem fit, to be levied upon any road or bridge, made or repaired at the expense of the Central or any state government. The tolls levied under the Indian Tolls Act, 1851, are deemed to be 'public revenue'. The collection of tolls can be placed under any person as the state governments deem fit under the said act and they are enjoined with the same responsibilities as if they were employed in the collection of land revenue. Further, all police officers are bound to assist the toll collectors in the implementation of the Indian Tolls Act, 1851. The Indian Tolls Act, 1851 further gives power for recovery of toll and exempts certain category of people from payment of toll.

Provisions under the Constitution of India and other legislations in relation to collection of toll

Entry 59, List II of Schedule VII read with Article 246 of the Constitution of India vests the states with the power to levy tolls. Pursuant to the Indian Tolls Act, 1851, the State Governments have been vested with the power to levy tolls at such rates as they deem fit.

Financing of the NHDP

The Government of India, under the Central Road Fund Act, 2000 (the "Fund") created a dedicated fund for NHDP. Certain sources for financing of NHDP are through securitization of cess as well as involving the private sector and encouraging Public Private Partnership (PPP). The NHDP is also being financed through long-term external loans from the World Bank, the ADB and the JBIC as well as through tolling of roads.

Private Participation in NHDP

In an effort to attract private sector participation in the NHDP, the NHAI has formulated model concession agreements where a private entity (the "Concessionaire") is awarded a concession to build, operate and collect toll on a road for a specified period of time, which is usually up to 30 years.

The bidding for the projects takes place in two stages as per the process provided below:

- in the pre-qualification stage, NHAI selects certain bidders on the basis of technical and financial expertise, prior experience in implementing similar projects and previous track record; and

- in the second stage, NHAI invites commercial bids from the pre-qualified bidders on the basis of which the right to develop the project is awarded.

In a BOT project, the private entity meets the up front cost and expenditure on annual maintenance and recovers the entire cost along with the interest from toll collections during the concession period. To increase the viability of the projects, a capital grant is provided by the NHAI/GoI on a case to case basis. The concessionaire at the end of the concession period transfers the road back to the Government. The concessionaire's investment in the road is recovered directly through user fees by way of tolls.

In annuity projects, the private entity is required to meet the entire upfront cost (no grant is paid by NHAI/GoI) and the expenditure on annual maintenance. The concessionaire recovers the entire investment and predetermined return on investments through annuity payments by NHAI/GoI.

Tax incentives which are being provided to the private entity are 100% tax exemption for any consecutive ten years out of the first 20 years after completion of a project. The Government has also allowed duty free import of specified modern high capacity equipment for highway construction.

Exit Policy

Cabinet Committee on Economic Affairs recently approved a policy initiative aimed at improving the availability of equity in the market. It would permit concessionaires/developers to divest 100% equity in the project, two years after completion of construction of the project. This would help unlock equity from completed projects making it potentially available for investment into new projects. This would also harmonise conditions uniformly across all concessions signed prior to 2009 with the policy framework for post 2009 contracts which permit divestment of equity upto 100% two years after completion of construction.

Other Laws

The laws above are specific to the regulations specifically applicable to an operating business. The generic regulations that are applicable to our Company include environmental laws, labour laws and other applicable laws.

Environment Regulation

Infrastructure projects must also ensure compliance with environmental legislation such as the Water (Prevention and Control of Pollution) Act 1974 ("Water Pollution Act"), the Air (Prevention and Control of Pollution) Act, 1981 ("Air Pollution Act") and the Environment Protection Act, 1986 ("Environment Act").

The Water Pollution Act aims to prevent and control water pollution. This legislation provides for the constitution of a Central Pollution Control Board and State Pollution Control Boards. The functions of the Central Pollution Control Board include, *inter alia,* coordination of activities of the State Pollution Control Boards, collecting data relating to water pollution and the measures for the prevention and control of water pollution and prescription of standards for streams or wells. The State Pollution Control Boards are responsible for, *inter alia*, the planning for programmes for prevention and control of pollution of streams and wells, collecting and disseminating information relating to water pollution and its prevention and control, inspection of sewage or trade effluents, works and plants for their treatment and to review the specifications and data relating to plants set up for treatment and purification of water, laying down or annulling the effluent standards for trade effluents and for the quality of the receiving waters, and laying down standards for treatment of trade effluents to be discharged. This legislation prohibits any person from establishing any industry, operation or process or any treatment and disposal system, which is likely to discharge trade effluent into a stream, well or sewer, or bring into use any new or altered outlet for discharge of sewage, or being to make any new discharge of sewage without taking prior consent of the State Pollution Control Board.

The Central and State Pollution Control Boards constituted under the Water Pollution Act are also to perform functions as per the Air Pollution Act for the prevention and control of air pollution. The Air Pollution Act aims for the prevention, control and abatement of air pollution. It is mandated under this Act that no person can, without the previous consent of the State Pollution Control Board, establish or operate any industrial plant in an air pollution control area as notified by the State Government.

The Environment Act has been enacted for the protection and improvement of the environment. The Act empowers the GoI to take measures to protect and improve the environment such as by laying down standards for emission or discharge of pollutants, providing for restrictions regarding areas where industries may operate and so on. The GoI may make rules for regulating environmental pollution.

With respect to forest conservation, the Forest (Conservation) Act, 1980 prevents state governments from making any order directing that any forest land be used for a non-forest purpose or that any forest land is assigned through lease or otherwise to any private person or corporation not owned or controlled by the Government without the approval of the GoI. The Ministry of Environment and Forests mandates that Environment Impact Assessment ("EIA") must be conducted for projects. In the process, the Ministry receives proposals for the setting up of projects and assesses their impact on the environment before granting clearances to the projects.

The EIA Notification S.O. 1533, issued on September 14, 2006 (the "EIA Notification") under the provisions of the Environment Act, prescribes that new construction projects require prior environmental clearance from the MoEF. The environmental clearance must be obtained from the MoEF according to the procedure specified in the EIA Notification. No construction work, preliminary or other, relating to the setting up of a project can be undertaken until such clearance is obtained. Under the EIA Notification, the environmental clearance process for new projects consists of four stages – screening, scoping, public consultation and appraisal. After completion of public consultation, the applicant is required to make appropriate changes in the draft 'EIA Report' and the 'Environment Management Plan.' The final EIA Report has to be submitted to the concerned regulatory authority for appraisal. The regulatory authority is required to given its decision within 105 days of the receipt of the final EIA Report.

Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008

The Hazardous Waste (Management and Handling) Rules, 1989, as amended, impose an obligation on each occupier and operator of any facility generating hazardous waste to dispose of such hazardous wastes properly and also imposes obligations in respect of the collection, treatment and storage of hazardous wastes. Each occupier and operator of any facility generating, processing, treating, packaging, storing, using, collecting, offering for sale converting or transferring hazardous waste is required to obtain an approval from the relevant state pollution control board for collecting, storing and treating the hazardous waste.

Public Liability Insurance Act, 1991

The Public Liability Insurance Act, 1991, as amended (the "Public Liability Act"), imposes liability on the owner or controller of hazardous substances for any damage arising out of an accident involving such hazardous substances. A list of 'hazardous substances' covered by the legislation has been enumerated by the Government by way of a notification. The owner or handler is also required to take out an insurance policy insuring against liability under the legislation. The rules made under the Public Liability Act mandate that the employer has to contribute towards the Environment Relief Fund, a sum equal to the premium paid on the insurance policies. This amount is payable to the insurer.

Laws relating to Employment

Certain other laws and regulations that may be applicable to our Company include the following:

- Contract Labour Act;
- Inter State Migrant Workers Act, 1979;
- Factories Act, 1948;
- Payment of Wages Act, 1936;
- Payment of Bonus Act, 1965;
- Employees' State Insurance Act, 1948;
- Employees' Provident Funds and Miscellaneous Provisions Act, 1952;
- Equal Remuneration Act, 1976;
- Payment of Gratuity Act, 1972;
- Shops and Commercial Establishments Acts, where applicable;
- Minimum Wages Act 1948;
- Industrial Disputes Act, 1947;
- Employees Compensation Act, 1923

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was incorporated as Sadbhav Infrastructure Project Limited on January 18, 2007 at Ahmedabad as a public limited company under the Companies Act, 1956. Our Company obtained a certificate of commencement of business on February 7, 2007.

As of the date of this Red Herring Prospectus, our Company has 51 members.

For information on our Company's profile, activities, services, market, growth, technology, managerial competence, standing with reference to prominent competitors, major vendors and suppliers, see "Our Management", "Business" and "Industry" beginning on pages 262, 202 and 177, respectively.

Changes in the Registered Office

There has been no change in the Registered Office since the date of incorporation of our Company.

Main Objects of our Company

The main objects contained in the Memorandum of Association of our Company are as follows:

"To provide, develop, own, maintain, operate, instruct, execute, carry out, improve, construct, repair, work, administer, manage, control, transfer on a build, operate and transfer (BOT) or build, own, operate and transfer (BOOT) or build, operate, lease and transfer (BOLT) basis or otherwise, make tenders, apply or bid for, acquire, transfer to operating companies in the infrastructure sector, any infrastructure facilities including but not limited to roads, bridges, airports, ports, waterways, rail system, highway projects, water supply projects, pipelines, sanitation and sewerage systems, generation, supply and distribution of electricity, power projects, telecommunication facilities, housing projects, commercial real estate projects, warehouses, factories, godown, other works or convenience of public or private utility involving public or private financial participation, either directly or through any subsidiary or group company, and to carry out the businesses on a contractual basis, assign, convey, transfer, lease, auction, sell, the right to collect any rent, toll, compensation, charges or other income from infrastructure projects undertaken by our Company or any entity for any tenure or description."

The main objects as contained in the Memorandum of Association enable our Company to carry on the business presently being carried out.

Amendments to our Memorandum of Association

Set out below are the amendments to our Memorandum of Association since the incorporation of our Company.

Date of Shareholders' Resolution	Particulars
August 27, 2010	Clause V of the Memorandum of Association was amended to reflect the increase in authorised share capital of our Company from ₹ 500,000 divided into 50,000 Equity Shares of ₹ 10 each to ₹ 330,000,000 divided into 30,000,000 Equity Shares of ₹ 10 each and 3,000,000 Preference Shares of ₹ 10 each.
October 22, 2014	Clause V of the Memorandum of Association was amended to reflect the re-classification in authorised share capital of our Company from ₹ 330,000,000 divided into 30,000,000 Equity Shares of ₹ 10 each and 3,000,000 Preference Shares of ₹ 10 each to ₹ 330,000,000 divided into 33,000,000 Equity Shares of ₹ 10 each.
October 22, 2014	Clause V of the Memorandum of Association was amended to reflect the increase in authorised share capital of our Company from ₹ 330,000,000 divided into 33,000,000 Equity Shares of ₹ 10 each to ₹ 4,030,000,000 divided into 403,000,000 Equity Shares of ₹ 10 each.

Major events and milestones of our Company

The table below sets forth the key events in the history of our Company:

Financial Year	Particulars
2007	Our Company was incorporated as 'Sadbhav Infrastructure Project Limited'.
2011	Our Company issued certain Equity Shares and CCCPS aggregating to ₹ 4,000 million collectively to Xander and Norwest.
2011	Our Company acquired equity shares of BHTPL aggregating to 76.99% of the equity share capital of BHTPL resulting in our Company holding 76.99% of the share capital of BHTPL.
2011	Our Company acquired equity shares of ARRIL aggregating to 79.99% of the equity share capital of ARRIL from SEL resulting in our Company holding 79.99% of the share capital of ARRIL.
2012	Our Company acquired equity shares of NSEL aggregating to 39% of the equity share capital of NSEL from SREI Venture Capital Trust A/c Infrastructure Project Development Fund resulting in our Company and SEL collectively holding 90% of the share capital of NSEL.
2013	Our Company acquired equity shares of AJTL aggregating to 49% of the equity share capital of AJTL from PBA resulting in AJTL becoming our wholly owned subsidiary.
2013	Our Company issued SEL CCDs aggregating to ₹ 750 million to SEL, our corporate Promoter.
2014	Our Company acquired equity shares of NSEL aggregating to 9.99% of the equity share capital of NSEL from SREI Infrastructure Finance Limited resulting in our Company and SEL collectively holding 99.99% of the share capital of NSEL.
2015	Our Company issued certain non convertible debentures aggregating to ₹ 1,405.40 million to ITCL.
2015	Our Company acquired equity shares of NSEL aggregating to 21% of the equity share capital of NSEL from SEL resulting in our Company holding 69.99% of the share capital of NSEL.
2015	Our Company acquired equity shares of BRTPL aggregating to 26% of the equity share capital of BRTPL from SEL resulting in our Company holding 100% of the share capital of BRTPL.
2015	Our Company acquired equity shares of MBCPNL aggregating to 50.80% of the equity share capital of MBCPNL from SEL resulting in our Company holding 77.82% of the share capital of MBCPNL.
2015	Our Company acquired equity shares of RHTPL aggregating to 26% of the equity share capital of RHTPL from SEL resulting in our Company holding 100% of the share capital of RHTPL.
2015	Our Company acquired equity shares of SUTPL aggregating to 26% of the equity share capital of SUTPL from SEL resulting in our Company holding 100% of the share capital of SUTPL.
2015	Our Company acquired equity shares of HYTPL aggregating to 39.99% of the equity share capital of HYTPL from GKC resulting in our Company holding 99.99% of the share capital of HYTPL.
2015	Our Company issued certain listed, unsecured, rated, redeemable and taxable non convertible debentures aggregating to ₹ 1,600 million to various subscribers.
2015	Our Company issued certain non convertible debentures aggregating to ₹ 2,000 million to various subscribers.
2015	NSEL received rating of 'AAA(SO)' from CARE.
2015	Our Company received qualifications from NHAI as bidder for various BOT projects, with the highest estimated project cost being ₹ 23,561.6 million.
2016	Our Company acquired equity shares of ARRIL aggregating to 13.99% of the equity share capital of ARRIL from PIPL resulting in our Company holding 93.99% of the share capital of ARRIL.
2016	Our Company received annual pre-qualification for national highways projects on DBFOT basis having estimated project cost of ₹ 26,500.00 million.
2016	Our Company acquired equity shares of NSEL aggregating to 29.99% of the equity share capital of NSEL from SEL resulting in our Company holding 99.99% of the share capital of NSEL.

For details in relation to delays in setting up certain projects, cost over-runs and defaults of borrowings with financial institutions / banks, see "Risk Factors – Delays in the completion of construction of current and future projects could lead to termination of the concession agreements or cost overruns, which could have an adverse effect on our cash flows, business, results of operations and financial condition" from pages 26 to 37 and "Risk Factors – Certain of our Subsidiaries are currently not in compliance with specific obligations under their financing agreements, which have also triggered cross defaults under certain financing agreements of our Company and other Subsidiaries" from pages 21 to 24.

Our Holding Company

SEL is the holding company of our Company. For further details, see "Our Promoter and Promoter Group" from pages 282 to 284.

Our Subsidiaries

As of the date of this Red Herring Prospectus, our Company has 10 subsidiaries. For details regarding our Subsidiaries, see "Subsidiaries" beginning on page 253.

Capital raising activities through equity or debt

For details regarding our capital raising activities through equity and debt, see "Capital Structure" and "Financial Indebtedness" beginning on pages 137 and 450 respectively.

Injunctions or restraining order against our Company

As of the date of this Red Herring Prospectus, there are no injunctions or restraining orders against our Company.

Summary of Key Agreements

1. **Share Subscription Agreement dated August 18, 2010 and Shareholders Agreement dated August 18, 2010 as amended by way of Amendment Agreements dated August 26, 2010, September 13, 2010, September 11, 2012 and November 11, 2014 entered between our Company, SEL, Norwest and Xander**

Our Company, SEL, Norwest and Xander have entered into a share subscription agreement dated August 18, 2010 (the "Investor Subscription Agreement"), pursuant to which Norwest and Xander have collectively subscribed to 3,621,004 Equity Shares (individually 1,810,502 Equity Shares) constituting 14.98% of the total issued and outstanding Equity Shares and 13.70% of the share capital of our Company on a fully diluted basis (immediately before closing as per the Investor Subscription Agreement) for an aggregate consideration of ₹ 3,000 million (individually ₹ 1,500 million). Pursuant to the terms of the Investor Subscription Agreement, Norwest and Xander have also collectively subscribed to 2,250,774 compulsorily convertible cumulative preference shares of our Company ("CCCPS") (individually 1,125,387 CCCPS) constituting 8.52% of the share capital of our Company on a fully diluted basis (immediately before closing as per the Investor Subscription Agreement) for an aggregate consideration of ₹ 1,000 million (individually ₹ 500 million).

In terms of the Investor Subscription Agreement, each CCCPS is convertible, without the payment of any additional consideration by the holder thereof and at the option of the holder, into the number of Equity Shares as determined by dividing ₹ 444.29 (the "Initial Conversion Price") by the conversion price (being the Initial Conversion Price, as adjusted in accordance with the terms of the Investor Subscription Agreement). The CCCPS shall automatically convert into the Equity Shares at the applicable conversion price at the earlier of (i) the tenth anniversary of the Closing Date (as defined in the Investor Subscription Agreement) and (ii) immediately prior to the closing of an initial public offering of the Equity Shares.

In order to regulate their relationship and the respective rights and obligations as shareholders of our Company, our Company, SEL, Norwest and Xander have also entered into a shareholders agreement dated August 18, 2010 as amended by way of amendment agreements dated August 26, 2010, September 13, 2010 and September 11, 2012 (the "Shareholders Agreement"). The Shareholders Agreement provides certain rights to Norwest and Xander including, *inter alia*:

(i) right to appoint up to two nominee directors and two observers on the Board and one observer on the board of each Group Entity (as defined below);

(ii) pre-emptive rights in case of fresh issue of any equity security or any class of capital stock of our Company including any convertible bonds, warrants, stock options and any other type of equity or equity-linked securities convertible, exercisable or exchangeable for any such equity security or shares of any class of capital or stock, or of any subsidiaries and joint venture entities of our Company (the "Group Entities") subject to certain exemptions;

(iii) certain additional affirmative voting rights in relation to certain matters, such as issue of equity security of our Company (other than the Qualified IPO as defined in the Shareholders Agreement), declaration of dividends, entering into any joint venture or partnership, changing the nature of its business or engaging in any other business, any changes in the statutory auditors and amendment of charter documents of our Company or of any Group Entity;

(iv) right to offer equity securities held by Xander and Norwest to SEL;

(v) right of first refusal and tag along rights in relation to equity securities held by Xander and Norwest;

(vi) restriction on transfer of Equity Shares held by SEL;

(vii) restriction on SEL and its affiliates to compete with our Company or any Group Entity for a specified period subject to certain conditions;

(viii) Qualified IPO (as defined in the Shareholders Agreement) subject to our Company having a pre-money equity valuation in excess of 1.5 times the 'Deemed Company Valuation', as determined in accordance with the Shareholders Agreement and have the Equity Shares listed on a recognised stock exchange on or before a specified date. As per the Investor Subscription Agreement, 'Deemed Company Valuation' means, with respect to our Company at the relevant date of determination, as calculated by, at the option of Xander and Norwest, the sum of (i) the closing valuation (as defined under the Investor Subscription Agreement); (ii) the amount of each additional investment after closing; (iii) the amount of any investment other than the aforementioned additional investment (as defined in the Shareholders Agreement) in the equity securities of our Company by any person after closing; and (iv) the net positive valuation adjustment or net negative valuation adjustment, as the case may be, as calculated by a chartered accountant appointed by Xander and Norwest; and

(ix) if the Qualified IPO (as defined in the Shareholders Agreement) has not occurred by the end of the specified period, right to transfer the equity securities to any person including a competitor or require our Company to take certain corporate actions such as demerger of the BOT business from SEL and its affiliates and merger of such business into our Company.

The provisions of the Shareholders Agreement shall terminate upon consummation of the public listing of the Equity Shares. The rights of the Xander and Norwest under the Shareholders Agreement shall terminate upon consummation of transfer by Xander and Norwest to any person (other than an affiliate of any Xander and Norwest) of equity securities of our Company equal to or in excess of two-third of the equity securities of our Company subject to certain conditions.

Our Company, Xander, Norwest and SEL further entered into an amendment agreement dated November 11, 2014 (the "Amendment Agreement") to the Shareholders Agreement, pursuant to which SEL, Xander and Norwest have agreed for amendment of the existing articles of association of our Company (the "Restated Articles") in order to facilitate the consummation of the Issue.

In terms of Part B of the Restated Articles, the parties to the Amendment Agreement have agreed that upon allotment of the Equity Shares in the Issue, specific provisions as specified in Part B of the Restated Articles relating to rights of Xander and Norwest as shareholders of our Company shall automatically terminate and cease to have any force and effect without any further action whatsoever by our Company or by the shareholders of our Company. However, if the Issue is not consummated by September 30, 2015 (unless such date is extended in writing by the parties to the Amendment Agreement), then the Restated Articles, including the provisions of Part B, shall continue to be in full force and effect and be legally enforceable. The term "consummation" shall mean receipt of final listing and trading approvals in connection with the Issue from the Stock Exchanges. Upon consummation of the Issue, the Shareholders Agreement shall stand terminated, except provisions in relation to publicity, governing law, dispute resolution, notices and confidentiality would survive termination.

2. **Consolidation Agreement dated August 25, 2010 entered into between our Company, SEL, Norwest Venture Partners VII – A – Mauritius and Xander Investment Holding XVII Limited**

Our Company, SEL, Norwest and Xander have entered into a consolidation agreement dated August 25, 2010 (the "Consolidation Agreement") for transfer of legal and beneficial ownership of SEL and its nominees to our Company in the shares of ARRIL, BHTPL, HYTPL, RPTPL, MBCPNL, AJTL, NSEL, DPTL and MNEL (collectively, the "Group Entities") by certain period in relation to closing of the Shareholders Agreement, subject to approvals being obtained from the lenders, respective concessioning authorities and joint venture partners of the Group Entities as specified in the schedule to the Consolidation Agreement. The parties to the Consolidation Agreement have also agreed to replace the sub-ordinated debts granted by SEL to the Group Entities with the equal amount of sub-ordinate debts granted by our Company.

3. **Non – Compete Agreement dated October 22, 2014 entered into between our Company and SEL**

Our Company and SEL have entered into an agreement dated October 22, 2014 (the "Agreement") in order to avoid or mitigate any potential competition and conflicts of interest that may arise between our Company and SEL in relation to the bidding and operation of new roads, highways and related projects ("Project"). The Parties have agreed that till SEL holds beneficial ownership of at least 51% of the equity shares of our Company (the "Non – Compete Period") on a fully diluted basis that:

(i) until our Company qualifies as a pre – qualified bidder with the NHAI (as defined in the Agreement), SEL shall submit the bid for any new Project as jointly determined by our Company and SEL.

(ii) upon receiving approval for pre-qualified bidding from NHAI or any other authority, as applicable, all bids required to be submitted in relation to any Project shall be submitted by our Company, unless such Projects require technical or net worth qualifications or expertise of SEL, or any other requirement as may be jointly determined by both parties to the Agreement, in which case, SEL shall submit the bid for the Project or provide the necessary support to our Company.

(iii) until the time our Company qualifies as a pre – qualified bidder, our Company shall have the sole right to bid for a Project it reasonably believes it is qualified to bid under the terms of such bid and SEL shall provide all necessary support in this regard.

(iv) our Company and SEL shall not directly or indirectly, independently, and not jointly, bid for a Project wherein the authority has specified in the request for proposal that any direct or indirect conflict of interest between the bidders for the Project is a ground for rejection of the bid and the relationship between our Company and SEL may qualify as direct or indirect conflict of interest for such Project.

(v) SEL shall undertake the business of construction, development and operation of roads, highways and related activities through our Company and subsidiaries of our Company and not through any of its other subsidiaries or associates.

(vi) during the Non – Compete Period, in the event our Company determines it is required to submit a joint bid along with SEL or any support or co-operation is required on the part of SEL, SEL shall jointly bid for such Project as well as provide the necessary support or cooperation.

(vii) that the economic benefits in relation to any Project shall be transferred from SEL to our Company on a best efforts basis, subject to the terms of the bid, the concession agreement and financing documents and approval of NHAI or any governmental authority, lenders or any other person, as applicable.

(viii) upon award of any Project, both parties shall use best efforts to transfer legal and beneficial ownership of the equity shares held by SEL in the relevant project company to our Company, subject to the approval of NHAI or any governmental authority, lenders or any other person, as applicable.

(ix) subject to certain conditions, the aforementioned transfer of equity shares from SEL to our Company shall be transferred at a value of the equity shares which would provide SEL with an equity internal rate of return of the base rate as specified by the State Bank of India along with 2% p.a. on the subscription amount paid by SEL for such equity shares for the period between investment made by SEL and amount paid by our Company to SEL.

The Agreement is to remain valid during the Non – Compete Period.

4. **Funding and Shareholders Agreement dated June 20, 2007 entered into between our Company, PBA, SEL, (collectively, the "AJTL Shareholders") and AJTL**

Our Company, SEL, PBA and AJTL have entered into a funding and shareholders agreement dated June 20, 2007 (the "AJTL SHA") to regulate the relationship and their respective rights and obligations in AJTL. The AJTL SHA confers certain rights and obligations upon the AJTL Shareholders, including *inter alia*, the following:

(i) our Company, SEL, PBA and their associates have agreed to maintain an aggregate equity shareholding of not less than 51% of the total paid-up equity share capital of AJTL during the construction period and for three years after the commencement of operations of the AJTL Project, and have agreed to maintain a minimum equity shareholding of 26% for the remaining operations period of the AJTL Project;

(ii) our Company, SEL, PBA and their associates undertake from time to time to pledge, in proportion to their respective holding, equity shares held by them in favour of lenders as security towards loans availed of by AJTL for the implementation of the AJTL Project, subject to their maximum equity shareholding in AJTL;

(iii) any transfer or attempt to transfer any equity shares by our Company, SEL or PBA in violation of the transfer restrictions specified in the AJTL SHA shall be null and void ab initio, unless prior written consent of our Company, SEL or PBA has been obtained and AJTL shall not register such transfer, without the necessity of a board decision and may institute proceedings for this purpose if required by law;

(iv) our Company, SEL, PBA and their associates shall provide all other security, including corporate guarantees and undertakings, to the lenders of AJTL to secure the debt owed by AJTL. Any liability incurred or arising out of such securities shall be *inter–se* shared between our Company and SEL on one hand and PBA on the other (along with their associates) in the ratio 51 : 49;

(v) our Company, SEL, PBA as well as any person to whom shares in AJTL are transferred or issued (collectively, the "AJTL Shareholders") shall have the right to appoint a nominee director to the board of directors of AJTL (the "AJTL Board") for every 15% of the paid – up equity share capital of AJTL held by such AJTL Shareholder. In the event the shares held by either AJTL Shareholder, along with their associates, constitutes less than 26% of the total issued and paid – up capital of AJTL, such AJTL Shareholder shall have the right to appoint only one director to the AJTL Board and all other directors shall be appointed by the other AJTL Shareholders. In the event the shares held by either AJTL Shareholder, along with their associates, constitutes less than 15% of the total issued and paid – up capital of AJTL, such AJTL Shareholder shall no longer have the right to appoint any director to the AJTL Board. The chairman of the AJTL Board shall be one of the directors at either our Company or SEL; and

(vi) our Company, SEL and PBA shall have exit rights in accordance with the terms prescribed in the AJTL SHA. In the event our Company, SEL or PBA do not respond to the offer notice issued by the selling shareholders within 60 days from the date of receipt of such offer notice, the selling shareholders shall be entitled to transfer such shares to a third party.

The provisions of the AJTL SHA shall continue to remain in force unless otherwise terminated by mutual agreement of the parties.

5. **Share Purchase Agreement dated May 4, 2011 entered into between Ramlal Wadhawan, Rampal Roshanlal Wadhawan, Balkrishan Wadhawan, Narayan Ganesh Thatte, Subhaschandra Pritamlal Wadhwan, Neena B. Wadhawan, Vishal Balkrishan Wadhawan, Deepak Ramlal Wadhawan, Monica Talwar, Veena Wadhawan, Ramlal Ramanlal Wadhawan and Rajesh Sunil Ramlal Wadhawan (collectively, the "PBA Promoters"), our Company, PBA and AJTL**

Our Company, PBA, PBA Promoters and AJTL have entered into a share purchase agreement dated May 4, 2011 (the "AJTL SPA"), pursuant to which PBA agreed to transfer 965,816 equity shares of AJTL of ₹ 10 each to our Company, constituting 49% of fully diluted paid up capital of AJTL, for a consideration of ₹ 556.25 million.

6. **Funding and Shareholders Agreement dated September 18, 2006 entered into between SEL, PIPL (collectively, the "ARRIL Shareholders") and ARRIL**

SEL, PIPL and ARRIL have entered into a funding and shareholders agreement dated September 18, 2006 (the "ARRIL SHA") to regulate the relationship and their respective rights and obligations in ARRIL. The ARRIL SHA confers certain rights and obligations upon the ARRIL Shareholders, including *inter alia*, the following

(i) SEL, PIPL and their associates have agreed to maintain an aggregate equity shareholding of not less than 51% of the total paid-up equity share capital of ARRIL during the construction period and for three years after the COD of the ARRIL Project, and have agreed to maintain a minimum equity shareholding or infra note holding of 26% for the remaining operations period of the ARRIL Project;

(ii) SEL, PIPL and their associates undertake from time to time to pledge, in proportion to their respective holding, equity shares held by them in favour of lenders as security towards loans availed of by ARRIL for the implementation of the ARRIL Project, subject to their maximum equity shareholding in ARRIL;

(iii) SEL, PIPL and their associates shall provide all other security, including corporate guarantees and undertakings, to the lenders of ARRIL to secure the debt owed by ARRIL. Any liability incurred or arising out of such securities shall be inter – se shared between SEL and PIPL (along with their associates) in the ratio 4 : 1;

(iv) any transfer or attempt to transfer any equity shares, in violation of the transfer restrictions by PIPL shall be null and void ab initio, unless prior written consent of SEL has been obtained and ARRIL shall not register such transfer, without the necessity of a board decision and may institute proceedings for this purpose if required by law;

(v) SEL, PIPL as well as any person to whom shares in ARRIL are transferred or issued (collectively, the "Ring Road Shareholders") shall have the right to appoint a nominee director to the board of directors of ARRIL (the "ARRIL Board") for every 15% of the paid – up equity share capital of ARRIL held by such Ring Road Shareholders; and

(vi) PIPL shall have exit rights in accordance with the terms prescribed in the ARRIL SHA. In the event SEL do not respond to the offer notice issued by the selling shareholder within 15 days from the date of receipt of such offer notice, the selling shareholder shall be entitled to transfer such shares to a third party.

The provisions of the ARRIL SHA shall continue to remain in force unless otherwise terminated by mutual agreement of the parties. Pursuant to the transfer of shares between SEL and our Company, our Company executed a deed of adherence on September 6, 2010.

7. **Share Purchase Agreement dated November 3, 2014 entered into between our Company, PIPL and ARRIL**

Our Company, PIPL and ARRIL have entered into a share purchase agreement dated November 3, 2014, pursuant to which our Company agreed to acquire 20,92,000 equity shares held by PIPL in ARRIL (the "ARRIL Sale Shares"), which constitutes 20% of the issued and fully paid – up share capital of ARRIL, for a consideration of ₹ 620.00 million. The aforesaid consideration is to be paid in two tranches. All parties to this agreement are to make best efforts to complete the purchase of shares by February 15, 2015.

8. **Shareholders Agreement dated July 9, 2010 entered into between our Company, SEL, MCL (collectively, the "BHTPL Shareholders") and BHTPL**

Our Company, SEL, MCL and BHTPL have entered into a shareholders agreement dated July 9, 2010 (the "BHTPL SHA") to regulate the relationship and their respective rights and obligations in BHTPL. The BHTPL SHA confers certain rights and obligations upon the BHTPL Shareholders, including *inter alia* the following:

(i) our Company, SEL and their associates (the "Sadbhav Shareholders Group") have the right to appoint three out of four directors on the board of directors of BHTPL (the "BHTPL Board") till Sadbhav Shareholders Group hold 51% of equity share capital of BHTPL. Further, MCL and its associates (the "MCL Shareholders Group") have the right to appoint one director on the BHTPL Board so long as the MCL Shareholders Group hold 20% of equity share capital of BHTPL;

(ii) Sadbhav Shareholders Group has the right to appoint the first chairman of the Board. Further, in the absence of the then chairman at any meeting, any of the director appointed by the Sadbhav Shareholders Group shall appoint the chairman at the meeting;

(iii) BHTPL Board may issue further shares to the BHTPL Shareholders and existing shareholders (or any of their associates), in proportion to their existing shareholding, subject to the terms and conditions of the BHTPL SHA and taking into account the relevant accounting year requirements of BHTPL; and

(iv) during the lock-in period as specified in the BHTPL SHA, MCL shall not transfer any of the shares held by it a third party (except the transfer of shares by MCL to its associates), without the prior written consent of our Company and SEL. Further, neither MCL nor any of its associates shall transfer shares held by them to any person engaged in a competing business.

The provisions of the BHTPL SHA terminate upon all the shares of BHTPL become owned by any one shareholder and its associates, or either of the shareholders ceasing to hold any shares, or if mutually agreed in writing by all the parties to the BHTPL SHA that the same be terminated or if BHTPL is wound up by an order of a court.

9. **Share Purchase Agreement dated September 20, 2014 as amended by way of First Amendment dated September 20, 2014, Second Amendment dated December 3, 2014 and Third Amendment dated December 8, 2014 entered into between our Company, GKC and HYTPL**

Our Company, GKC and HYTPL have entered into a share purchase agreement dated September 20, 2014 as amended by the (i) first amendment to the share purchase agreement dated September 20, 2014; (ii) second amendment dated December 3, 2014; and (iii) third amendment dated December 8, 2014 (collectively, the "HYTPL SPA"), pursuant to which GKC agreed to transfer 1,298,953 equity shares of ₹ 10 each (the "HYTPL Sale Shares") constituting 40% of issued and paid up share capital of HYTPL, for a consideration of ₹ 69.29 million (pursuant to HYTPL availing a subordinated loan from GKC, which was assigned to our Company by a deed of assignment dated December 8, 2014). The HYTPL Sale Shares are divided into:

(i) 662,467 fully paid up equity shares of HYTPL of ₹ 10 each (the "First Sale Shares") for a consideration of ₹ 35.34 million, held by GKC and pledged to the lenders under the common loan agreement dated April 10, 2010, as amended; and

(ii) 636,486 million fully paid up equity shares of HYTPL of ₹ 10 each (the "Second Sale Shares") for a consideration of ₹ 33.95 million, held by and pledged to GKC under HYTPL SPA.

Pursuant to the HYTPL SPA, the shareholders agreement dated June 23, 2010 entered into between SEL, our Company, GKC and HYTPL stands terminated. Further, the parties have agreed that any claims made by HYTPL against NHAI relating to the period up to September 20, 2014, or any amounts received from NHAI in respect of such claims after September 20, 2014 shall be distributed between our Company and GKC in the ratio of 60:40 respectively, after deduction of any costs and expenses increased by HYTPL towards such claims. If the settlement of the claim by NHAI is by way of extended concession period, SIPL will pay GKC 40% of the net present value as specified under the HYTPL SPA.

The transfer of the HYTPL Sale Shares is conditional upon certain conditions or waiver of those conditions including (i) obtaining the approval of the NHAI; (ii) approval of the lenders in relation to change in capital structure under the relevant financing agreements; and (iii) approval of the lenders for the release of the pledge of First Sale Shares held by the lenders under the common loan agreement.

10. **Share Purchase Agreement dated September 22, 2010 entered into between our Company, MBCPNL and SEL**

Our Company, MBCPNL and SEL have entered into the share purchase agreement dated September 22, 2010 (the "SPA") pursuant to which our Company agreed to acquire (i) 7,500 shares of MBCPNL of ₹ 10 each constituting 15% of the issued and paid up capital of MBCPNL (the "Existing Shares I"); (ii) 13,000 shares of MBCPNL of ₹ 10 each constituting 26% of the issued and paid up capital of MBCPNL (the "Existing Shares II") from SEL for a consideration of ₹ 75,000 for Existing Shares I and ₹ 130,000 for Existing Shares II. The transaction stipulated under the SPA was subject to fulfilment of certain conditions such as confirmation / approval from the Department of Transport, Government of Maharashtra for sale of Existing Shares I and Existing Shares II, as the case may be and release of pledge over 2,007 Existing Shares I and 12,990 Existing Shares II. Our Company also has a right to acquire any new equity securities acquired by SEL in MBCPNL subject to certain conditions prescribed under the SPA.

11. **Share Purchase cum Shareholders' cum sub-ordinate Debt Agreement dated September 18, 2013 entered into between our Company, SEL, D. Thakkar Construction Private Limited ("DTC") and MBCPNL (collectively, the "MBCPNL Parties")**

Our Company, SEL (collectively, the "Sadbhav Group"), DTC and MBCPNL have entered into a share purchase cum shareholders' cum sub-ordinate debt agreement dated September 18, 2013 (the "MBCPNL SPA") to record certain terms and conditions, including *inter alia* the following:

(i) sale and purchase of 10,903 equity shares of MBCPNL (the "Sale Shares"), comprising of 5,940 equity shares held by SEL and 4,963 equity shares held by our Company, constituting 21.80% of the issued and paid up equity share capital of MBCPNL on a fully diluted basis. Pursuant to the terms of the MBCPNL SPA, SEL and our Company have agreed to sell their respective shares of ₹ 10 each to DTC at a premium of ₹ 9,480 per share aggregating to ₹ 56.37 million and ₹ 47.10 million respectively aggregating to ₹ 103.47 million; and

(ii) DTC has agreed to grant a sub-ordinate debt of ₹ 621.92 million to MBCPNL (the "DTC Committed Sub-ordinate Debt") on the condition that the Sadbhav Group grants a sub-ordinate debt of ₹ 2,230.78 million to MBCPNL (the "Sadbhav Committed Sub-ordinate Debt" together with the DTC Committed Sub-ordinate Debt, called the "Committed Sub-ordinate Debt"). The Sadbhav Group has also agreed to continue to disburse ₹ 2,065.70 million to MBCPNL in order to maintain the agreed proportion of 21.805:78.195 where 21.805 represented DTC Committed Sub-ordinate Debt and 78.195 represented Sadbhav Committed Subordinate Debt.

The MBCPNL SPA shall stand terminated and the articles of association of MBCPNL would be restated if the MBCPNL Parties to the MBCPNL SPA mutually agree in writing to terminate the same or if DTC ceases to hold 10% of the equity shares in MBCPNL, provided no amendment shall be made to the articles of association of MBCPNL which would result in DTC ceasing to have such rights that are available to it as a shareholder of MBCPNL under applicable law, unless it agrees to waive such rights in writing.

12. **Share Purchase Agreement dated November 4, 2014 entered into between our Company, SEL and MBCPNL**

Our Company, SEL and MBCPNL have entered into a share purchase agreement dated November 4, 2014 (the "MBCPNL SPA"), pursuant to which our Company has agreed to acquire 5,000 shares of

MBCPNL of ₹ 10 each from SEL, constituting 10% of the issued and fully paid up capital of MBCPNL for a consideration of ₹ 0.05 million. SEL, MBCPNL, SREI Infrastructure Finance Limited and SREI Sahaj – e – village Limited had entered into an option agreement on November 11, 2011 under which SEL has the right to exercise the option to acquire 5,000 equity shares after three years from the commercial operation of the MBCPNL Project. Our Company and SEL shall not be obliged to complete the transaction stipulated under the MBCPNL SPA until prior approval of MSRDC and the project lenders has been obtained for such transfer.

13. **Funding and Shareholders Agreement dated July 20, 2007 entered into between our Company, SREI Infrastructure Finance Limited ("SREI"), SEL, (collectively, the "NSEL Shareholders") and NSEL**

Our Company, SEL, SREI and NSEL have entered into a funding and shareholders agreement dated July 20, 2007 (the "NSEL SHA") to regulate the relationship and their respective rights and obligations in NSEL. The NSEL SHA confers certain rights and obligations upon the NSEL Shareholders, including *inter alia*, the following;

(i) SEL, SREI and their associates have agreed to maintain an aggregate equity shareholding or infra note holding of not less than 51% of the total paid-up equity share capital or infra note of NSEL during the construction period and for three years after the commencement of operations of the NSEL project, and have agreed to maintain a minimum equity shareholding or infra note holding of 26% for the remaining operations period of the NSEL Project;

(ii) SEL, SREI and their associates undertake from time to time to pledge, in proportion to their respective holding, equity shares or infra notes held by them in favour of lenders as security towards loans availed of by NSEL for the implementation of the NSEL Project, subject to their maximum equity shareholding in NSEL;

(iii) SEL and SREI have the right to nominate three directors each out of the six directors on the board of directors of NSEL (the "NSEL Board") and SEL's nominee shall be the chairman of the NSEL Board;

(iv) the matters specified in Schedule II of the NSEL SHA, such as increase in authorised share capital of NSEL, borrowing of funds, establishment of any subsidiaries and recommending any dividend or distribution of profit would require the unanimous approval of the NSEL Board. However, it will not be considered to have unanimous approval unless it has the affirmative vote of at least one nominee director each of the NSEL Shareholders present in person at the meeting in which it was passed or a written confirmation to that effect is given by the director of the NSEL Shareholders;

(v) the NSEL Shareholders shall not create any encumbrance over any shares, or use any shares as collateral for any purpose such that it results in the transfer or assignment of such shares or any part thereof to a third party otherwise than in accordance with the exit rights of the shareholders under the NSEL SHA; and

(vi) SEL, SREI, and their associates shall have exit rights in accordance with the terms prescribed in the NSEL SHA. The exit rights shall not apply to any transfer of shares inter se between the parties and their associates, and such *inter-se* transfers shall not be subject to any pre-emptive rights or the right of first refusal.

The provisions of the NSEL SHA shall continue to remain in force unless otherwise terminated by mutual agreement of the Parties.

14. **Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL**

Our Company and SEL have entered into a share purchase agreement dated September 22, 2010 (the "SPA") pursuant to which our Company has agreed to acquire 24,479,940 equity shares of NSEL of ₹ 10 each from SEL constituting 51% of the issued and fully paid-up share capital of NSEL (the "Existing Sale Shares) for an aggregate consideration of ₹ 294.76 million along with any equity securities of NSEL acquired by SEL after the date of the SPA (the "New Sale Securities", along with the Existing Sale Shares, the "NSEL Sale Shares"). Our Company and SEL shall not be obliged to buy and sell the NSEL Sale Shares until, *inter alia,* SEL releases the pledge over the NSEL Sale Shares.

15. **Share Purchase Agreement dated October 14, 2011 entered into between our Company, SEL, SREI Venture Capital Trust A/C Infrastructure Project Development Fund ("SREI Fund"), SREI Infrastructure Finance Limited ("SREI") and NSEL**

Our Company, SEL, SREI Fund, SREI and NSEL entered into a share purchase agreement dated October 14, 2011 (the "NSEL SPA") pursuant to which our Company and SEL (the "Purchasers") agreed to acquire 23,520,000 equity shares of NSEL of ₹ 10 each from SREI Fund and SREI constituting 49% of the issued and fully paid-up share capital of NSEL (the "SREI Shares") for an aggregate consideration of ₹ 71.97 million along with a performance deposit of ₹ 14.69 million. The Purchasers were entitled to effect transfer of SREI Shares upon receipt of approvals from NHAI, the lenders and the trustee.

The NSEL SPA shall stand terminated upon: (i) mutual written agreement between the parties; (ii) transfer of legal and beneficial ownership of all the SREI Shares; and (iii) if court of competent jurisdiction or governmental authority has issued an order, decree or ruling permanently enjoining or prohibiting the consummation of the contemplated transaction and the said order, decree or ruling is final and unappeable.

16. **Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL**

Our Company and SEL have entered into the share purchase agreement dated September 22, 2010 (the "DPTL SPA") pursuant to which our Company has agreed to acquire 6,461,000 shares of DPTL of ₹ 10 each from SEL constituting 26% of the issued and fully paid up capital of DPTL for an aggregate consideration of ₹ 64.61 million subject to fulfilment of certain conditions such as elapsing of three years from the COD of the DPTL Project, prior approval of concessioning authority and DPTL Project lenders and release of pledge on the 68,850 equity shares of DPTL. Our Company also has a right to acquire any new equity securities acquired by SEL in DPTL subject to certain conditions prescribed under the DPTL SPA.

17. **Shareholders Agreement dated December 18, 2009 entered into between our Company, SEL, John Laing Investments Limited ("JLI"), JLIM, HCC Infrastructure, HCC (collectively, the "DPTL Shareholders") and DPTL**

Our Company, SEL, JLI, JLIM, HCC Infrastructure, HCC and DPTL entered into a shareholders agreement dated December 18, 2009 (the "DPTL SHA") to regulate the relationship and their respective rights and obligations in DPTL. The DPTL SHA confers certain rights and obligations upon the DPTL Shareholders, including, *inter alia*, the following:

(i) From the appointed date (as defined under the concession agreement), HCC, HCC Infrastructure and its associates shall be entitled to nominate three directors to the board of DPTL (the "DPTL Board"); JLI, JLIM and their associates shall be entitled to nominate one director; and our Company, SEL and their associates shall be entitled to nominate two directors to the DPTL Board.

(ii) From the date that falls six months away and one day from COD, (a) each DPTL Shareholder and its associates shall be entitled to appoint one director to the DPTL Board in respect of every 26% of the shares of DPTL that it owns; (b) each DPTL Shareholder and its associates shall be entitled to appoint one director to the DPTL Board in respect of every 24% of sub-ordinated loans advanced by such Shareholder and its associates to DPTL.

(iii) In relation to transfer of shares of DPTL, subject to the DPTL SHA and the put and call option agreement entered into between HCC, JLI, JLIM and SEL, in the event any of the DPTL Shareholders do not respond to the transfer notice issued by the selling shareholders within 45 days from the date of receipt of such transfer notice, the selling shareholders shall be entitled to transfer such shares to a third party, provided such transfer takes place within 90 days from the receipt of the transfer notice. This provision shall not be applicable in case of transfer of shares by a DPTL Shareholder to its associate. Such a transfer shall be subject to the terms of the concession agreement, transaction documents as well as any relevant approvals from regulatory authorities.

(iv) In the event the DPTL Shareholders require any loan advanced by them to be transferred to any third party (other than their associates), the same shall not be transferred unless the existing DPTL Shareholders have refused to accept such loans within a period of 30 days of receipt of the proposal to transfer such loans.

(v) The following events shall constitute an event of default under the DPTL SHA (a) any material breach committed by any DPTL Shareholder (the "Defaulting Shareholder") and failure to remedy such breach within 30 days of being required to do so by the other DPTL Shareholders (the "Non – Defaulting Shareholders"); (b) the liquidation, merger or demerger of any Defaulting Shareholder other than a genuine solvent reconstruction or amalgamation or merger or demerger in which the new company resulting from such reconstruction assumes all obligations of the Defaulting Shareholder.; (c) the Defaulting Shareholder, before making his entire equity contribution enters into a composition, arrangement, compromise or assignment for the benefit of its creditors or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of reconstruction or amalgamation.

(vi) Within 30 days of the occurrence of an event of default, the Non – Defaulting Shareholders, subject to the passing of a board resolution of the entity issuing notice, require the Defaulting Shareholder and its associates to (a) sell all shares held by it to the Non – Defaulting Shareholders in proportion to their current shareholding in DPTL at 80% of its fair value, and/ or (b) sell all sub-ordinated loans held by the Defaulting Shareholder and its associates to the Non – Defaulting Shareholders in proportion to their current shareholding in DPTL at par.

18. **Equity Subscription and Sub-ordinated Loan Agreement dated December 18, 2009 entered into between our Company, SEL, JLI, JLIM, HCC Infrastructure, Hindustan Construction Company Limited ("HCC") (collectively, the "Contributors") and DPTL**

Our Company, SEL, JLI, JLIM, HCC Infrastructure, HCC and DPTL entered into an equity subscription and subordinate loan agreement dated December 18, 2009 (the "Agreement") in order to inject funding into DPTL by subscribing for its shares as well as providing sub-ordinated loans in order to allow DPTL to execute and implement the DPTL Project. Each Contributor shall subscribe to the shares of DPTL at ₹ 10 per share, without any premium. In pursuance of the Agreement, both parties agree to the following:

(i) such subscription of shares shall be upto an aggregate amount equal to the relevant percentage of the base share capital requirement (as defined under the Agreement).

(ii) each Contributor shall contribute or procure contribution of its relevant percentage of sub-ordinated loans upto an aggregate amount equal to the relevant percentage of the base sub-ordinated loans requirement as set out under the Agreement. In the event of any conflict between the Agreement and a sub-ordinated loan, the provisions of the Agreement shall prevail.

(iii) DPTL may only request funds including sub-ordinated loans and additional sub-ordinated loans from the Contributors or any other person if (a) firstly, subscription of shares as part of the base share capital requirement for an amount of ₹ 248.50 million; (b) secondly, borrowings in the form of sub-ordinated loans as part of the base sub-ordinated loans requirement for an amount of ₹ 994.00 million; (c) thirdly, subscription of shares as part of the base share capital requirement for an amount upto ₹ 461.50 million and borrowings in the form of sub-ordinated loans as part of the base sub-ordinated loans requirement for an amount of ₹ 1,846.00 million in the ratio 46.15 : 184.60; and (d) to the extent the aforementioned funds are utilised, such other funds as may be required by DPTL as borrowings in the form of sub-ordinated loans.

(iv) DPTL shall submit only one request for funds, whether for shares and/ or sub-ordinated loans per calendar month, unless otherwise agreed to by the Contributors.

(v) In the event any Contributor fails to subscribe to the shares of DPTL or advance sub-ordinated loans as per the Agreement (the "Defaulting Contributor"), the other Contributors (the "Non – Defaulting Contributors") shall have a right to obtain a specific performance of such obligations. However, the Non – Defaulting Contributors may agree to contribute towards the shares or sub-ordinated loans for which the Defaulting Contributor is in default.

The Agreement shall terminate upon the earlier of (a) DPTL being wound up by an order of a court; and (b) upon the written agreement of all parties to the Agreement.

19. **Share Purchase Agreement dated November 3, 2014 entered into between our Company, SEL and DPTL.**

Our Company, SEL and DPTL have entered into a share purchase agreement dated November 3, 2014 (the "DPTL SPA") pursuant to which our Company has agreed to acquire 8,190,000 equity shares of ₹ 10 each of DPTL from SEL (the "DPTL Sale Shares") constituting 13% of the issued and fully paid up share capital of DPTL or such lesser number as may be approved by NHAI for an aggregate consideration of ₹ 81.90 million. Our Company and SEL shall not be obliged to complete the transaction stipulated under the DPTL SPA until prior approval of NHAI and the project lenders has been obtained for such transfer.

20. **Share Purchase Agreement dated April 16, 2015 entered into between our Company, SEL, DPTL, HCC and HCC Concessions**

Our Company and SEL have entered into Share Purchase Agreement dated April 16, 2015 ("DPTL SPA") pursuant to which our Company has agreed to (i) acquire 4,12,67,836 equity shares of DPTL of ₹ 10 each from HCC Concessions representing 60% of the issued and paid up share capital of DPTL for an aggregate consideration of ₹ 412.68 million; and (ii) acquire the subordinated shareholder loan of ₹ 1,627.03 million granted by HCC to DPTL including any unpaid interest that is due and payable.

This transfer of shares is subject to fulfilment of certain conditions such as (i) transfer of all shares by HCC to HCC Concessions; (ii) transfer of all shares held by JLI and JLIM to our Company and HCC; (iii) DPTL shall have obtained no objection to the transaction, waiver of all defaults under the financing agreement and a letter confirming that the lender has no claims against DPTL, our Company, SEL, HCC and HCC Concessions for breach of financing agreements; and (iv) SEL and/or our Company shall pledge their shares to release and replace the pledge on such equity shares held by HCC/HCC Concessions.

21. **Termination Agreement executed in June 2015 between DPTL, HCC, HCC Concessions, SEL, JLI, JLIM, John Laing Infrastructure Management Services India Private Limited ("JLIMSIPL") (collectively, "JLL") and our Company (collectively, the "Parties")**

Our Company, DPTL, HCC, HCC Concessions, SEL, and JLL have executed a termination agreement in June 2015 (the "Termination Agreement"). HCC Concessions and our Company have agreed to acquire the following shares held by JLL: (i) 1,44,89,936 equity shares of DPTL to be transferred to HCC Concessions; and (ii) 81,89,964 equity shares of DPTL to be transferred to our Company (the "JLL Transaction"). The effective date of the Termination Agreement shall mean the date on which the completion of the JLL Transaction. Pursuant to the JLL Transaction, the rights and obligations of JLL under certain agreements including the equity subscription and subordinated loan agreement dated December 18, 2009 and the shareholders' agreement dated December 18, 2009 will stand irrevocably and automatically terminated pursuant to which JLL shall cease to have any rights or obligations with respect to equity shares held in DPTL. JLL shall continue to hold the beneficial right and interest to 100 equity shares of DPTL, and it is agreed between the Parties that within 15 days from the date of receipt of consent from NHAI permitting JLL to transfer its 100 equity shares to SEL and/or our Company, JLL shall transfer the same.

22. **Share Purchase Agreement dated November 3, 2014 entered into between our Company, SEL and MBHPL**

Our Company, SEL and MBHPL have entered into a share purchase agreement dated November 3, 2014 (the "MBHPL SPA"), pursuant to which our Company has agreed to acquire 36,900 shares of

MBHPL of ₹ 10 each from SEL, constituting approximately 74% of the issued and fully paid up capital of MBHPL or such lesser number of shares as approved by Government of Karnataka, Public Works, Ports and Inland Water Transport Department, Project Implementation Unit, Karnataka State Highways Improvement Project II ("KSHIP") ("Existing Sale Shares") for an aggregate consideration of ₹ 3.69 million along with any equity securities of MBHPL acquired by SEL after the date of the MBHPL SPA ("New Sale Securities", along with the Existing Sale Shares, the "MBHPL Sale Shares"). Our Company and SEL shall not be obliged to buy and sell the MBHPL Sale Shares, as the case maybe, until a time period of three years has elapsed from the issuance of the completion or provisional completion certificate by KSHIP or the prior approval of KSHIP and project lenders has been obtained for such transfer.

23. **Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL**

Our Company and SEL have entered into the share purchase agreement dated September 22, 2010 (the "MNEL SPA") pursuant to which our Company has agreed to acquire 10,400,000 shares of MNEL of ₹ 10 each from SEL constituting 20% of the issued and fully paid up capital of MNEL for an aggregate consideration of ₹ 104.00 million subject to fulfilment of certain conditions such as approval of Gammon Infrastructure Projects Limited and release of pledge on the aforesaid equity shares by SEL. Our Company also has a right to acquire any new equity securities acquired by SEL in MNEL subject to certain conditions prescribed under the MNEL SPA.

24. **Binding Term Sheet dated January, 2015 entered into between our Company, SEL and Gammon Infrastructure Projects Limited ("GIPL") for purchase of equity shares of MNEL (the "Term Sheet")**

Our Company, SEL and GIPL have entered into a binding term sheet dated January, 2015. Pursuant to the Term Sheet, GIPL shall acquire 10,399,500 equity shares of MNEL ("MNEL Sale Shares") from SEL and our Company for an aggregate consideration of ₹ 720.00 million. In accordance with the terms of the concession agreement dated October 14, 2005 entered into between MNEL and NHAI, our Company and SEL together shall continue to hold 500 equity shares of MNEL, constituting 0.001% of the issued and fully paid up capital of MNEL, until the end of concession period for the benefit and on behalf of GIPL. In accordance with the Term Sheet, an inter-corporate deposit ("ICD") of ₹ 137.16 million and interest till date of actual payment less ₹ 20.00 million shall be re-payable by MNEL to our Company. The remaining ₹20.00 million shall be paid to our Company and SEL as a part of sale consideration in accordance with the terms stipulated under the Term Sheet. The parties have agreed to use reasonable endeavours to enter into definitive agreements to transfer the shareholding of 19.99% of our Company and SEL in MNEL to GIPL within 30 days of entering into the Term Sheet and that the share purchase agreement and other definitive agreements may be entered into on or before June 30, 2015, ("Closing Date"). MNEL shall return the ICD given by our Company and SEL on or before the Closing Date in accordance with the terms under the Term Sheet.

The nominee director of our Company and SEL shall resign from the board of directors of MNEL on the Closing Date. Our Company and SEL shall hold clear and marketable title to the MNEL Sale Shares; shall not create any mortgage, lien or charge in respect of the MNEL Sale Shares and shall not create any third party rights in respect of the MNEL Sale Shares, until the closure of the transaction amongst the parties.

The Term Sheet shall be valid and binding on the parties till the execution of the definitive agreements amongst the parties. On the execution of the definitive agreements, the same shall supersede and prevail over the Term Sheet.

Financial and Strategic Partners

Our Company does not have any financial and strategic partners as of the date of filing this Red Herring Prospectus.

SUBSIDIARIES

Unless otherwise specified, all information in this section is as of the date of this Red Herring Prospectus.

Our Company has the following subsidiaries:

Subsidiaries of our Company

1. Ahmedabad Ring Road Infrastructure Limited ("ARRIL")
2. Aurangabad – Jalna Toll Way Limited ("AJTL")
3. Bhilwara – Rajsamand Tollway Private Limited ("BRTPL")
4. Bijapur – Hungund Tollway Private Limited ("BHTPL")
5. Hyderabad – Yadgiri Tollway Private Limited ("HYTPL")
6. Maharashtra Border Check Post Network Limited ("MBCPNL")
7. Nagpur – Seoni Express Way Limited ("NSEL")
8. Rohtak – Hissar Tollway Private Limited ("RHTPL")
9. Rohtak - Panipat Tollway Private Limited ("RPTPL")
10. Shreenathji – Udaipur Tollway Private Limited ("SUTPL")

Details of the Subsidiaries

1. ARRIL

Corporate Information:

ARRIL was incorporated on August 31, 2006 under the Companies Act, 1956 at Ahmedabad. ARRIL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof or control as required of a four lane carriageway on Sardar Patel Ring Road around Ahmedabad city on a BOT basis or otherwise, by widening and rehabilitation of the existing two lane stretch and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	10,500,000
Issued, subscribed and paid-up capital	10,460,000

Shareholding Pattern:

The shareholding pattern of ARRIL is as follows(1):

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	9,832,340	93.99
2.	Patel Infrastructure Private Limited	627,600	6.00
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
4.	Shantaben V.Patel (on behalf of our Company)	10	negligible
5.	Shashin V. Patel (on behalf of our Company)	10	negligible
6.	Nitinkumar R. Patel (on behalf of our Company)	10	negligible
7.	Narendra M. Patel (on behalf of our Company)	10	negligible
8.	Manoj K.Agola (on behalf of our Company)	10	negligible
Total		**10,460,000**	**100.00**

(1) *Transfer of 6.00% currently held by PIPL to our Company is pending release of pledge.*

There are no accumulated profits or losses of ARRIL not accounted for by our Company.

2. AJTL

Corporate Information:

AJTL was incorporated on January 19, 2007 under the Companies Act, 1956 at Ahmedabad. AJTL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding and collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof or control as required, and providing a four lane on Aurangabad-Jalna Road (MSH – 6) km 10/400 to 60/200, Beed Bypass km 292/500 to 305/650 and Zalta Bypass km 0/00 to 2/850 on BOT basis or otherwise, by widening and rehabilitation of the existing two lane stretch and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	2,000,000
Issued, subscribed and paid-up capital	1,971,053

Shareholding Pattern:

The shareholding pattern of AJTL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	1,970,993	99.99
2.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
3.	Shashin V. Patel (on behalf of our Company)	10	negligible
4.	Nitinkumar R. Patel (on behalf of our Company)	10	negligible
5.	Vasistha Patel(1) (on behalf of our Company)	10	negligible
6.	Girish D.Patel (on behalf of our Company)	10	negligible
7.	Manoj K. Agola (on behalf of our Company)	10	negligible
Total		**1,971,053**	**100.00**

(1)*Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.*

There are no accumulated profits or losses of AJTL not accounted for by our Company.

3. BRTPL

Corporate Information:

BRTPL was incorporated on December 5, 2012 under the Companies Act, 1956 at Ahmedabad. BRTPL is involved in the business of undertaking the four laning of Rajsamand-Bhilwara section of NH-758 from km 0.000 to km 87.250 in Rajasthan under NHDP Phase IV on DBFOT (toll) basis.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	26,700,000
Issued, subscribed and paid-up capital	17,340,000

Shareholding Pattern:

The shareholding pattern of BRTPL is as follows:

Sr. No.	**Name of the shareholder**	**No. of equity shares of ₹ 10 each**	**Percentage of total equity holding (%)**
1.	Sadbhav Infrastructure Project Limited	17,339,850	99.99
2.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
4.	Shashin V. Patel (on behalf of our Company)	10	negligible
5.	Vasistha Patel (on behalf of our Company)	10	negligible
6.	Girish D. Patel (on behalf of our Company)	10	negligible
7.	Manoj K. Agola (on behalf of our Company)	10	negligible
Total		**17,340,000**	**100.00**

There are no accumulated profits or losses of BRTPL not accounted for by our Company.

4. BHTPL

Corporate Information:

BHTPL was incorporated on February 22, 2010 under the Companies Act, 1956 at Ahmedabad. BHTPL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof for work of four laning of Bijapur-Hungund section of NH-13 from km 102 to km 202 in Karnataka under NHDP Phase-III on DBFOT (toll) basis and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	101,000,000
Issued, subscribed and paid-up capital	100,960,000

Shareholding Pattern:

The shareholding pattern of BHTPL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	77,739,050	76.99
2.	Montecarlo Limited	23,220,800	23.00
3.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
4.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
5.	Shashin V. Patel (on behalf of our Company)	10	negligible
6.	Vasistha Patel[1] (on behalf of our Company)	10	negligible
7.	Girish D. Patel (on behalf of our Company)	10	negligible
8.	Manoj K. Agola (on behalf of our Company)	10	negligible
Total		**100,960,000**	**100.00**

[1] Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.

There are no accumulated profits or losses of BHTPL not accounted for by our Company.

5. HYTPL

Corporate Information:

HYTPL was incorporated on January 20, 2010 under the Companies Act, 1956 at Ahmedabad. HYTPL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof for work of design, engineering, construction, development, finance, operation and maintenance of four laning of Hyderabad-Yadgiri section from km 18.600 to km 54.000 of NH-202 in Andhra Pradesh under NHDP Phase-III on DBFOT (toll) basis and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road(s) and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	5,000,000
Issued, subscribed and paid-up capital	3,247,383

Shareholding Pattern:

The shareholding pattern of HYTPL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	3,247,233	99.99
2.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
4.	Shashin V. Patel (on behalf of our	10	negligible

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
	Company)		
5.	Vasistha Patel (on behalf of our Company) [(1)]	10	negligible
6.	Girish D.Patel (on behalf of our Company)	10	negligible
7.	Manoj K.Agola (on behalf of our Company)	10	negligible
Total		**3,247,383**	**100.00**

[(1)] Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.

There are no accumulated profits or losses of HYTPL not accounted for by our Company.

6. MBCPNL

Corporate Information:

MBCPNL was incorporated on March 9, 2009 under the Companies Act, 1956 at Ahmedabad. MBCPNL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, modernizing, computerizing, operating, maintaining, improving, repairing, administering, managing, integrating, networking, borrowing finance for work of border check posts in Maharashtra on BOT basis or otherwise and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and to render all services in connection thereto. MBCPNL is also involved in the business of levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee using the project/project facility or any other part thereof or control as required and to carry on contractual basis or assign, convey, transfer, lease, auction, sell the right to collect any rent, toll, compensation or any income arising therefrom or right or interest therein or connected therewith for any tenure or description and to carry out any other activity as may be required for the implementation and operation of the aforementioned project.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	50,000
Issued, subscribed and paid-up capital	50,000

Shareholding Pattern:

The shareholding pattern of MBCPNL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	38,910	77.82
2.	Sadbhav Engineering Limited	6,040	12.08
3.	SREI Infrastructure Finance Limited	2,500	5.00
4.	SREI Sahaj E-village Limited	2,500	5.00
5.	Vishnubhai M. Patel (on behalf of our Company)	10	0.02
6.	Nitinkumar R. Patel (on behalf of our Company)	10	0.02
7.	Narendra M.Patel (on behalf of our Company)	10	0.02
8.	Girish D.Patel (on behalf of our Company)	10	0.02
9.	Manoj K. Agola (on behalf of our Company)	10	0.02

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
Total		**50,000**	**100.00**

There are no accumulated profits or losses of MBCPNL not accounted for by our Company.

7. NSEL

Corporate Information:

NSEL was incorporated on February 8, 2007 under the Companies Act, 1956 at Ahmedabad. NSEL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, financing, levying, demanding and collecting an appropriate fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof or control as required, and providing a four lane from km 596/750 to km 653/225 on NH-7 in Madhya Pradesh under North South Corridor (NHDP Phase II) on BOT (annuity) basis or otherwise, by widening and rehabilitation and upgrading of the existing two lane stretch and to construct toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	58,000,000
Issued, subscribed and paid-up capital	48,000,000

Shareholding Pattern:

The shareholding pattern of NSEL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	47,999,640	99.99
2.	Sadbhav Engineering Limited	200	negligible
3.	SREI Infrastructure Finance Limited	100	negligible
4.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
5.	Shashin V. Patel (on behalf of our Company)	10	negligible
6.	Nitinkumar R. Patel (on behalf of our Company)	10	negligible
7.	Girish D.Patel (on behalf of our Company)	10	negligible
8.	Narendra M.Patel (on behalf of our Company)	10	negligible
9.	Manoj K.Agola (on behalf of our Company)	10	negligible
Total		**48,000,000**	**100.00**

There are no accumulated profits or losses of NSEL not accounted for by our Company.

8. RHTPL

Corporate Information:

RHTPL was incorporated on April 11, 2013 under the Companies Act, 1956 at Ahmedabad. RHTPL is involved in the business of undertaking the four laning of Rohtak to Hissar section of NH-10 from km

87.000 to km 170.000 including connection link from km 87.000 (NH-10) to km 348.000 (NH-71) to be executed as BOT (toll) project under NHDP Phase III in Haryana on DBFOT (toll) basis.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	11,000,000
Issued, subscribed and paid-up capital	10,768,000

Shareholding Pattern:

The shareholding pattern of RHTPL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	10,767,850	99.99
2.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
4.	Shashin V. Patel (on behalf of our Company)	10	negligible
5.	Vasistha Patel (on behalf of our Company)	10	negligible
6.	Girish D. Patel (on behalf of our Company)	10	negligible
7.	Manoj K. Agola (on behalf of our Company)	10	negligible
Total		**10,768,000**	**100.00**

There are no accumulated profits or losses of RHTPL not accounted for by our Company.

9. RPTPL

Corporate Information:

RPTPL was incorporated on January 25, 2010 under the Companies Act, 1956 at Ahmedabad. RPTPL is in involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof for work of design, engineering, construction, development, finance, operation and maintenance of four laning of Rohtak-Panipat section from km 0.00 (km 63.30 of NH 10) to km 80.858 (km 83.50 of NH-1) in Haryana on BOT basis under NHDP Phase-III on DBFOT (toll) basis and construction of toll plazas and all other works or conveniences of public or private utility for the purpose of smooth traffic on the road and rendering of all services in connection thereto.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	5,000,000
Issued, subscribed and paid-up capital	2,186,445

Shareholding Pattern:

The shareholding pattern of RPTPL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	2,186,285	99.99
2.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
4.	Shashin V. Patel (on behalf of our Company)	10	negligible
5.	Vasistha Patel (on behalf of our Company)	10	negligible
6.	Girish D.Patel (on behalf of our Company)	10	negligible
7.	Manoj K.Agola (on behalf of our Company)	10	negligible
8.	Nitinkumar R. Patel (on behalf of our Company)	10	negligible
Total		**2,186,445**	**100.00**

There are no accumulated profits or losses of RPTPL not accounted for by our Company.

10. SUTPL

Corporate Information:

SUTPL was incorporated on March 30, 2012 under the Companies Act, 1956 at Ahmedabad. SUTPL is involved in the business of undertaking the four laning of the Gomti Chauraha-Udaipur section of NH-8 (from km 177/000 to km 260/100) in Rajasthan under NHDP Phase IV on DBFOT (toll) basis.

Capital Structure:

	No. of equity shares of ₹ 10 each
Authorised capital	125,000,000
Issued, subscribed and paid-up capital	33,743,237

Shareholding Pattern:

The shareholding pattern of SUTPL is as follows:

Sr. No.	Name of the shareholder	No. of equity shares of ₹ 10 each	Percentage of total equity holding (%)
1.	Sadbhav Infrastructure Project Limited	33,743,087	99.99
2.	Sadbhav Engineering Limited (on behalf of our Company)	100	negligible
3.	Vishnubhai M. Patel (on behalf of our Company)	10	negligible
4.	Shashin V. Patel (on behalf of our Company)	10	negligible
5.	Vasistha Patel (on behalf of our Company)	10	negligible
6.	Girish D. Patel (on behalf of our Company)	10	negligible
7.	Manoj K. Agola (on behalf of our Company)	10	negligible
Total		**33,743,237**	**100.00**

There are no accumulated profits or losses of SUTPL not accounted for by our Company.

None of our Subsidiaries have made any public or rights issue in the last three years. None of our Subsidiaries are listed on any stock exchange in India or abroad.

Our Promoters have not disassociated themselves from any companies during the preceding three years.

For details in relation to Subsidiaries which contribute more than 5% of revenue/profits/assets of our Company on a consolidated basis for the year ended March 31, 2015, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 504 and 505.

Interest of the Subsidiaries in our Company

None of our Subsidiaries hold any Equity Shares in our Company.

None of our Subsidiaries have any business interest in our Company except as stated in "Business" and "Related Party Transactions" beginning on pages 202 and 293 respectively.

Material Transactions

Other than as disclosed in "Related Party Transactions" on page 292, there are no sales or purchase between any of the Subsidiaries and our Company where such sales or purchases exceed in value in the aggregate 10% of the total sales or purchases of our Company.

Common Pursuits

There are no common pursuits between any of Subsidiaries and our Company. All Subsidiaries are special purpose vehicles incorporated to undertake specific projects.

MANAGEMENT

In terms of the Articles of Association, our Company is required to have not more than 15 Directors. As on the date of this Red Herring Prospectus, our Board comprises of ten Directors.

The following table sets forth details regarding our Board:

Name, Father's Name, Designation, Address, Occupation, Nationality Term and DIN	Age (in years)	Other Directorships/Partnerships
Vishnubhai M. Patel ***Father's name***: Mafatlal Patel ***Designation:*** Chairman and Non-Executive Director ***Address***: "Shashin", 11 Hindu Colony, Opposite Sardar Patel Stadium, Navrangpura, Ahmedabad 380 009 ***Occupation:*** Business ***Nationality:*** Indian ***Term:*** Liable to retire by rotation ***DIN***: 00048287	73	***Other directorships*** • Ahmedabad Ring Road Infrastructure Limited • Aurangabad – Jalna Toll Way Limited • Hyderabad – Yadgiri Tollway Private Limited • Mumbai Nasik Expressway Limited • Mysore – Bellary Highway Private Limited • Nagpur – Seoni Express Way Limited • Rohtak – Hissar Tollway Private Limited • Sadbhav Engineering Limited • Sadbhav Finstock Private Limited • Sadbhav Quarry Works Private Limited • Sadbhav Realty Private Limited
Vasistha Patel ***Father's name:*** Chandubhai Patel ***Designation:*** Managing Director ***Address***: 27, Shashwat Bungalows, S.G.Highway, B/H Rajpath Club, Bodakdev, Ahmedabad 380 059 ***Occupation:*** Business ***Nationality:*** Indian ***Term:*** Liable to retire by rotation; re-appointed as the Managing Director for a period of three years from January 1, 2012. Re-appointed as the Managing Director for a further period of three years from January 1, 2015 ***DIN***: 00048324	42	***Other directorships*** • Bhilwara – Rajsamand Tollway Private Limited • Bijapur – Hungund Tollway Private Limited • Dhule Palesner Tollway Limited • Hyderabad – Yadgiri Tollway Private Limited • Mysore – Bellary Highway Private Limited • Rohtak – Panipat Tollway Private Limited • Sadbhav Engineering Limited • Shreenathji – Udaipur Tollway Private Limited
Shashin V. Patel ***Father's name:*** Vishnubhai M. Patel	34	***Other directorships***

Name, Father's Name, Designation, Address, Occupation, Nationality Term and DIN	Age (in years)	Other Directorships/Partnerships
Designation: Non-Independent and Non-Executive Director ***Address***: "Shashin", 11 Hindu Colony, Opposite Sardar Patel Stadium, Navrangpura, Ahmedabad 380 009 ***Occupation:*** Business ***Nationality:*** Indian ***Term:*** Liable to retire by rotation ***DIN***: 00048328		• Aurangabad – Jalna Toll Way Limited • Bhilwara – Rajsamand Tollway Private Limited • Maharashtra Border Check Post Network Limited • Nagpur – Seoni Express Way Limited • Sadbhav Engineering Limited • Sadbhav Realty Private Limited • Shreenathji – Udaipur Tollway Private Limited
Nitinkumar R. Patel ***Father's name:*** Rameshchandra Patel ***Designation:*** Non-Independent and Non-Executive Director ***Address***: Keshavlaxmi, opposite Everbella Flats, near Jain Temple, Ankur Road, Naranpura, Ahmedabad 380 013 ***Occupation:*** Service ***Nationality:*** Indian ***Term:*** Liable to retire by rotation ***DIN***: 00466330	47	***Other directorships*** • Ahmedabad Ring Road Infrastructure Limited • Bijapur – Hungund Tollway Private Limited • Dhule Palesner Tollway Limited • Hyderabad – Yadgiri Tollway Private Limited • Maharashtra Border Check Post Network Limited • Sadbhav Engineering Limited • Sadbhav Quarry Works Private Limited
Sandip V. Patel ***Father's name:*** Vinodkumar Patel ***Designation:*** Independent and Non-Executive Director ***Address***: D-302, Arjun Greens, Near Menarav Hall, Nilkanth Mahadev Road, Naranpura, Ahmedabad 380 013 ***Occupation:*** Business ***Nationality:*** Indian ***Term:*** Re- appointed as an Independent Director for a period of five years from September 5, 2014 ***DIN***: 00449028	37	***Other directorships*** • Sadbhav Engineering Limited ***Partnerships*** • M/s Shah & Patel, Chartered Accountant
Mirat N. Bhadlawala	41	***Other directorships***

Name, Father's Name, Designation, Address, Occupation, Nationality Term and DIN	Age (in years)	Other Directorships/Partnerships
Father's Name**:* Navinbhai Bhadlawala ***Designation**:* Independent and Non-Executive Director ***Address: 202, Dream Heritage, 51, Haribhakti Colony, Racecourse, Vadodara 390 007 ***Occupation*****:** Business ***Nationality**:* Indian ***Term***: Appointed as an Independent Director for a period of five years from October 22, 2014 ***DIN***: 01027984		• Aurangabad – Jalna Toll Way Limited • Amzone Lifting Equipment Private Limited • Bhilwara – Rajsamand Tollway Private Limited • Hyderabad – Yadgiri Tollway Private Limited • Mysore – Bellary Highway Private Limited • Nagpur – Seoni Express Way Limited • Ramkrishna Petro Services Private Limited • Rohtak – Hissar Tollway Private Limited • Rohtak – Panipat Tollway Private Limited • Sadbhav Engineering Limited
Arunbhai S. Patel ***Father's Name**:* Shankerlal Patel ***Designation**:* Independent and Non-Executive Director ***Address***: 19, Panna Park Society, near Vijay Nagar Society, Navrangpura, Ahmedabad 380 009 ***Occupation*****:** Chartered Accountant ***Nationality**:* Indian ***Term***: Appointed as an Independent Director for a period of five years from October 22, 2014 ***DIN***: 06365699	69	***Other directorships*** • Ahmedabad Ring Road Infrastructure Limited • Aurangabad – Jalna Toll Way Limited • Bhilwara – Rajsamand Tollway Private Limited • Bijapur – Hungund Tollway Private Limited • Maharashtra Border Check Post Network Limited • Nagpur – Seoni Express Way Limited • Rohtak – Panipat Tollway Private Limited • Sadbhav Engineering Limited • Shreenathji – Udaipur Tollway Private Limited ***Sole Proprietorship*** • A.S. Patel & Company, Chartered Accountant
Atul N. Ruparel ***Father's Name**:* Nandlal Ruparel ***Designation**:* Independent and Non-Executive Director ***Address***: 1 Aryaman Bungalows, 10 Hira	47	***Other directorships*** • Ahmedabad Ring Road Infrastructure Limited • Hyderabad – Yadgiri Tollway Private Limited

Name, Father's Name, Designation, Address, Occupation, Nationality Term and DIN	Age (in years)	Other Directorships/Partnerships
Baug Society, opposite Ambawadi Municipal School, Ambavadi, Ahmedabad 380 006 ***Occupation*:** Chartered Accountant ***Nationality**:* Indian ***Term***: Appointed as an Independent Director for a period of five years from October 22, 2014 ***DIN***: 00485470		• Kutchh Gujarat Finstock Limited • Maharashtra Border Check Post Network Limited • Mysore – Bellary Highway Private Limited • Rohtak – Hissar Tollway Private Limited • Shreenathji – Udaipur Tollway Private Limited • Sadbhav Engineering Limited • Steps Corporate Services Private Limited ***Partnerships*** • Sukamar and Atul, Chartered Accountants ***Sole Proprietorship*** • A.N. Ruparel & Co., Chartered Accountants
Daksha N. Shah ***Father's name***: Jayantilal Bhikhabhai Shah ***Designation**:* Independent and Non-Executive Director ***Address***: "VIVA" Bunglow 31, Bodakdev, behind Ranjit Petrol Pump, opposite Hotel Grand Bhagwati, Ahmedabad 380 059 ***Occupation**:* Business ***Nationality**:* Indian ***Term**:* Appointed as an Independent Director for a period of five years from March 24, 2015 ***DIN***: 00376899	70	***Other directorships*** • Mona Investments Private Limited • Uni Fina Investments Private Limited • Pali Manor Private Limited • Saline Area Vitalisation Enterprise Limited • Pahal Financial Services Private Limited • Jacinth Finvest Limited • Altura Financial Services Limited
Dr. Jagdish P. Joshipura ***Father's name***: Padmakant Joshipura ***Designation**:* Independent and Non-Executive Director ***Address***: 16, Sharda Nagar, Opp Bhimnath Mahadev, New Sharda Mandir Road, Paldi, Ahmedabad 380 007 ***Occupation**:* Professional	64	***Other directorships*** • Chandan Steel Limited • MAS Financial Services Limited • MAS Rural Housing & Mortgage Finance Limited • Vivro Capital Advisors Private Limited

Name, Father's Name, Designation, Address, Occupation, Nationality Term and DIN	Age (in years)	Other Directorships/Partnerships
Nationality: Indian ***Term:*** Appointed as an Independent Director for a period of five years from Apri 13, 2015 ***DIN***: 00260590		

Relationship between our Directors

None of our Directors are related to each other, except as follows:

(i) Shashin V. Patel is the son of Vishnubhai M. Patel;

(ii) Vasistha Patel is the son-in-law of Vishnubhai M. Patel; and

(iii) Shashin V. Patel is the brother-in-law of Vasistha Patel.

Brief Biographies of Directors

Vishnubhai M. Patel is the Chairman and a Non-Executive Director of our Company. He has completed his education up to matriculation. He has extensive experience in the construction business. Vishnubhai M. Patel has been conferred the Rashtriya Udyog Ratan Award by the Indian Organisation for Business Research & Development, New Delhi. Under his guidance, our Company has successfully completed various projects displaying high quality standards and has also been awarded with the Paridar Ratna Award. He has been selected for the "Atlas Dyechem – AMA Outstanding Entrepreneur" award by the Ahmedabad Management Association in March 2015. He has been a Director on our Board since incorporation.

Vasistha Patel is the Managing Director of our Company. He holds a diploma in Civil Engineering from Gujarat University. His scope of work includes business development, tendering and project planning and other operational capabilities, oversee management of organizational finances. He has been the Director on our Board since April 1, 2008.

Shashin V. Patel is a Non-Independent and a Non-Executive Director of our Company. He holds a Bachelor's degree and Master's degree in Business Administration from K.S. School of Business Management, Gujarat University. He has been associated with SEL, our corporate Promoter, since May 23, 2000 and has over 12 years experience in the field of human resources and information technology and over two years of experience in the field of mining. He has been awarded the Business Leadership Award for Industrial Development by the All India Achievers Foundation. He has been the Director on our Board since incorporation.

Nitinkumar R. Patel is a Non-Independent and a Non-Executive Director of our Company. He holds a Bachelor's degree in Commerce from Gujarat University. He is a qualified chartered accountant from the Institute of Chartered Accountants of India and has 15 years experience in business strategy and corporate finance as a director of SEL. In the Sadbhav Group, he has been involved in policy implementation and liaising with banks and financial institutions for obtaining funds and also participates in the bidding process and execution of road projects. He was appointed as a Director on our Board on September 18, 2010.

Sandip V. Patel is an Independent and a Non-Executive Director of our Company. He holds a Bachelor's degree in Commerce from Gujarat University. He is a qualified chartered accountant from the Institute of Chartered Accountants of India. He was appointed as a director on the board of SEL in June 2006. He was appointed as a Director on our Board on March 1, 2012.

Mirat N. Bhadlawala is an Independent and a Non- Executive Director of our Company. He holds a Bachelors Degree in Commerce from Gujarat University. He was associated with Essar Oil Limited as Business Development Associate from 2005 and was involved in promotion of sales of high speed diesel and other products. He was appointed as a Director on the Board of our Company on October 22, 2014.

Arunbhai S. Patel is an Independent and a Non-Executive Director of our Company. He holds a Bachelors degree in Commerce from Gujarat University. He is a qualified chartered accountant from the Institute of Chartered Accountants of India. He was appointed as a director on the board of SEL in September 2012. He was appointed as a Director on the Board of our Company on October 22, 2014.

Atul N. Ruparel is an Independent and a Non-Executive Director of our Company. He holds a Bachelors Degree in Commerce from Saurashtra University. He is a qualified chartered accountant from the Institute of Chartered Accountants of India. He was appointed as a director on the board of SEL in October 2008. He is associated with A.N. Ruparel & Co. He was appointed as a Director on the Board of our Company on October 22, 2014.

Daksha N. Shah is an Independent and a Non-Executive Director of our Company. She holds a Post Graduate Diploma in Business Administration from the Indian Institute of Management – Ahmedabad. She has over 20 years of experience in the corporate sector and more than 15 years of experience in the micro-finance sector. In the past, she has held various posts including, as Managing Director in Pahal Financial Services Private Limited. She has been a Director on our Board since March 24, 2015.

Dr. Jagdish Joshipura is an Independent and a Non-Executive Director of our Company. He holds a Bachelor's degree in Commerce from Saurashtra University, a Bachelor's degree in law from Saurashtra University and a Doctor of Philosophy (Management Finance) from Hemchandracharya North Gujarat University, Patan. He has over 35 years of experience in the field of finance, accounts, recovery, disbursement and appraisal matters. He is a qualified Chartered Accountant. In the past, he has been associated as a general manager with Gujarat State Financial Corporation. He has been associated with Som-Lalit Institute of Management Studies as a director for the last 10 years. He has been a Director on our Board since April 13, 2015.

Confirmations

None of our Directors is or was a director of any listed company during the last five years preceding the date of this Red Herring Prospectus, whose shares have been or were suspended from being traded on the BSE or the NSE.

None of our Directors is or was a director of any listed company which has been or was delisted from any stock exchange.

Terms of Appointment of the Executive Directors

Vasistha Patel

Vasistha Patel was re-appointed as the Managing Director of our Company pursuant to the resolution passed by the Board of our Company on October 22, 2014 and the resolution passed by the Shareholders of our Company on October 22, 2014 for a period of three years from January 1, 2015. Pursuant to the employment agreement dated September 22, 2010 and resolution passed by the shareholders of our Company on October 22, 2014, Vasistha Patel is entitled to a remuneration of ₹0.25 million per month with effect from January 1, 2015 and commission on profits as decided by the Board subject to limits prescribed under the Companies Act. Further, pursuant to the resolution passed on October 22, 2014 by the shareholders of our Company, Vasistha Patel is also entitled to the following:

Particulars	Remuneration
Perquisites	a) Medical reimbursement for expenses incurred for himself and his family, not exceeding one month salary in the year or three months salary in a block of three years; and b) Leave travel concession for expenses incurred for himself and his family, in accordance with the rules of our Company.
Statutory benefits	a) Earned privilege leave; b) Contribution to provident fund and family benefit funds; and c) Gratuity subject to a maximum ceiling as specified in the Gratuity Act.

The aforesaid employment agreement does not provide any termination benefits to Vasistha Patel.

Payment or benefit to Directors of our Company

The sitting fees / other remuneration paid to our Directors in Financial Year 2015 are as follows:

1. **Remuneration to Executive Directors:**

   The aggregate value of the remuneration paid to the Executive Directors in the Financial Year 2015 is ₹ 3.00 million.

2. **Remuneration to Non-Executive Directors:**

   The details of the sitting fees paid to the non-executive Directors of our Company in Financial Year 2015 and the period from April 1, 2015 till the date of filing of this Red Herring Prospectus are set forth in the table below:

Sr. No.	Name of the Director	Sitting Fees in Financial Year 2015 (in ₹)	Sitting Fees in the period April 1, 2015 till the date of filing of this Red Herring Prospectus (In ₹)
1.	Vishnubhai M. Patel	Nil	45,000
2.	Nitinkumar R. Patel	Nil	30,000
3.	Shashin V. Patel	Nil	45,000
4.	Atul N. Ruparel	Nil	45,000
5.	Arunbhai S. Patel	Nil	30,000
6.	Mirat N. Bhadlawala	Nil	15,000
7.	Daksha N. Shah	Nil	30,000
8.	Dr. Jagdhish P. Joshipura	Nil	30,000
9.	Sandip V. Patel	Nil	30,000

Further, the travel expenses for attending meetings of the Board of Directors or a committee thereof, site visits and other Company related expenses are borne by our Company, from time to time.

Except as stated in this section, no amount or benefit has been paid within the two preceding years or is intended to be paid or given to any of our Company's officers including our Directors and key management personnel.

Except as disclosed in "Related Party Transactions" on page 292, none of the beneficiaries of loans and advances or sundry debtors are related to the Directors of our Company. Further, except statutory benefits upon termination of their employment in our Company or retirement, no officer of our Company, including our Directors and our key management personnel, are entitled to any benefits upon termination of employment.

No remuneration (other than sitting fees) has been paid, or is payable, by our Subsidiaries to the Directors of our Company.

Arrangement or understanding with major shareholders, customers, suppliers or others

There is no arrangement or understanding with the major shareholders, customers, suppliers or others, pursuant to which any of our Directors was appointed on the Board.

Shareholding of Directors in our Company

The shareholding of our Directors as of the date of filing this Red Herring Prospectus is set forth below:

Name of Director	Number of Equity Shares held
Vishnubhai M. Patel(1)	1,100,110
Shashin V. Patel	704,110
Vasistha Patel(2)	550,000
Nitinkumar R. Patel	396,110

(1) *This does not include shares jointly held by Vishnubhai M. Patel, where he is not the first holder.*

(2) *Jointly held with Rekhaben V. Patel/ Vishnubhai M. Patel.*

Our Articles of Association do not require our Directors to hold any qualification shares.

Shareholding of Directors in Subsidiaries

The shareholding of the Directors in our Subsidiaries is set forth below(1):

Name of the Subsidiary	Number of equity shares	Percentage Shareholding (%)
Vishnubhai M. Patel		
Ahmedabad Ring Road Infrastructure Limited	10	negligible
Nagpur – Seoni Express Way Limited	10	negligible
Maharashtra Border Check Post Network Limited	10	0.02
Hyderabad – Yadgiri Tollway Private Limited	10	negligible
Shreenathji – Udaipur Tollway Private Limited	10	negligible
Bhilwara – Rajsamand Tollway Private Limited	10	negligible
Aurangabad – Jalna Toll Way Limited	10	negligible
Rohtak – Hissar Tollway Private Limited	10	negligible
Rohtak – Panipat Tollway Private Limited	10	negligible
Bijapur – Hungund Tollway Private Limited	10	negligible
Vasistha Patel		
Aurangabad – Jalna Toll Way Limited(2)	10	negligible
Hyderabad – Yadgiri Tollway Private Limited(2)	10	negligible
Shreenathji – Udaipur Tollway Private Limited	10	negligible
Bhilwara – Rajsamand Tollway Private Limited	10	negligible
Rohtak – Hissar Tollway Private Limited	10	negligible
Rohtak – Panipat Tollway Private Limited	10	negligible
Bijapur – Hungund Tollway Private Limited(2)	10	negligible
Shashin V. Patel		
Ahmedabad Ring Road Infrastructure Limited	10	negligible
Nagpur – Seoni Express Way Limited	10	negligible
Shreenathji – Udaipur Tollway Private Limited	10	negligible
Bhilwara – Rajsamand Tollway Private Limited	10	negligible
Aurangabad – Jalna Toll Way Limited	10	negligible
Rohtak – Hissar Tollway Private Limited	10	negligible
Rohtak – Panipat Tollway Private Limited	10	negligible
Hyderabad – Yadgiri Tollway Private Limited	10	negligible
Bijapur – Hungund Tollway Private Limited	10	negligible
Nitinkumar R. Patel		
Ahmedabad Ring Road Infrastructure Limited	10	negligible
Nagpur – Seoni Express Way Limited	10	negligible
Maharashtra Border Check Post Network Limited	10	0.02
Aurangabad – Jalna Toll Way Limited	10	negligible
Rohtak – Panipat Tollway Private Limited	10	negligible

(1) The shares are held by the Directors on behalf of the beneficial owners in accordance with the Companies Act.

(2) Jointly held with Rekhaben V. Patel / Vishnubhai M. Patel.

Appointment of relatives of Directors to any office or place of profit

Except as disclosed in this Red Herring Prospectus, none of the relatives of our Directors currently hold any office or place of profit in our Company.

Interest of Directors

All Directors may be deemed to be interested to the extent of travel expenses being borne by our Company for attending meetings of the Board of Directors or a committee thereof, site visits and other company related expenses. Further, all non-executive Directors may be deemed to be interested to the extent of sitting fees payable to them for attending meetings of our Board and Committees thereof.

Our Directors may also be regarded as interested in the Equity Shares held by them or that may be subscribed by or Allotted to them under the Employee Reservation Portion or that may be subscribed or Allotted to the companies, firms and trusts, in which they are interested as directors, members, partners, trustees and promoters, pursuant to the Issue. All of our Directors may also be deemed to be interested to the extent of any dividends payable to them and other distributions in respect of the Equity Shares and preference shares, if any.

Except as disclosed in this Red Herring Prospectus, no amount or benefit has been paid or given within the two preceding years or is intended to be paid or given to any of our Directors except the normal remuneration for services rendered as Directors. Our Company has not entered into any service contracts with our Directors which provide for benefits upon termination of employment of our Directors.

Except for Vishnubhai M. Patel, our Directors have no interest in the promotion of our Company other than in the ordinary course of business.

Further, our Directors have no interest in any property acquired within two years from the date of this Red Herring Prospectus or proposed to be acquired by our Company.

Except as stated in “Related Party Transactions” on page 292 and described herein to the extent of shareholding in our Company, if any, our Directors do not have any other interest in our business.

Except Gaurav Vesasi, who had availed a loan of ₹ 0.15 million from our Company on July 8, 2015, no loans have been availed by our Directors or the Key Management Personnel from our Company.

Changes in the Board in the last three years

Name	Date of Appointment/ Change/ Cessation	Reason
Narendrabhai Patel	September 26, 2012	Appointment as Additional Director
Shashin V. Patel	September 20, 2013	Re-appointment as the Director
Ravi Kapoor	September 20, 2013	Re-appointment as the Director
Narendrabhai Patel	September 20, 2013	Regularisation as Independent Director
Vaibhav Singh	March 12, 2014	Resignation
Apurv Gupta	March 12, 2014	Appointment as Additional Independent Director
Sandip V. Patel	September 5, 2014	Re-appointment as the Independent Director
Ravi Kapoor	September 5, 2014	Re-appointment as the Independent Director
Vishnubhai M. Patel	September 5, 2014	Re-appointment as the Director
Nitinkumar R. Patel	September 5, 2014	Reappointment as the Director
Apurv Gupta	September 5, 2014	Regularisation as Director
Ravi Kapoor	October 22, 2014	Resignation
Apurv Gupta	October 22, 2014	Resignation
Jayant Goel	October 22, 2014	Resignation
Narendrabhai Patel	October 22, 2014	Resignation
Vasistha Patel	October 22, 2014	Re-appointment as Managing Director with effect from Janauary 1, 2015.
Mirat N. Bhadlawala	October 22, 2014	Appointment as Additional Independent Director
Arunbhai S. Patel	October 22, 2014	Appointment as Additional Independent Director
Atul N. Ruparel	October 22, 2014	Appointment as Additional Independent Director
Nitinkumar R. Patel	October 22, 2014	Change in designation
Daksha N. Shah	March 24, 2015	Appointment as Additional Independent Director
Dr. Jagdish Joshipura	April 13, 2015	Appointment as Additional Independent Director
Mirat N. Bhadlawala	April 15, 2015	Regularisation as Independent Director

Name	Date of Appointment/ Change/ Cessation	Reason
Arunbhai S. Patel	April 15, 2015	Regularisation as Independent Director
Atul N. Ruparel	April 15, 2015	Regularisation as Independent Director
Daksha N. Shah	April 15, 2015	Regularisation as Independent Director
Dr. Jagdish Joshipura	April 15, 2015	Regularisation as Independent Director

Borrowing Powers of Board

Our Company has, pursuant to an EGM held on October 22, 2014 resolved that in accordance with the provisions of the Companies Act, 2013, our Board is authorised to borrow, from time to time, any sum or sums of money whether in India or in foreign currency, from any banks or financial institutions or any other institutions, firms, body corporates or other persons or from any other source in India or outside India whomsoever on such terms and conditions and with or without security as the Board may think fit which, together with the monies already borrowed by our Company (apart from temporary loans obtained from our Company's bankers in the ordinary course of business), may exceed the aggregate, for the time being, of the paid-up capital of our Company and its free reserves, provided that the total amount of money or monies so borrowed by the Board and remaining outstanding shall not, at any time, exceed the limit of ₹ 15,000 million.

Corporate Governance

The provisions of the Equity Listing Agreement to be entered into with the Stock Exchanges with respect to corporate governance will be applicable to us immediately upon the listing of our Equity Shares with the Stock Exchanges. We are in compliance with the requirements of the applicable regulations, including the Equity Listing Agreement with the Stock Exchanges, the Companies Act, 2013 and the SEBI Regulations, in respect of corporate governance including constitution of the Board and committees thereof. The corporate governance framework is based on an effective independent Board, separation of the Board's supervisory role from the executive management team and constitution of the Board Committees, as required under law.

Our Board has been constituted in compliance with the Companies Act, 2013 and Equity Listing Agreement with Stock Exchanges. The Board functions either as a full board or through various committees constituted to oversee specific functions. Our executive management provides our Board detailed reports on its performance periodically.

Currently, our Board has ten Directors. In compliance with the requirements of Clause 49 of the Equity Listing Agreement, our Chairman is a Promoter Non-Executive Director and we have one Executive Director, nine Non-Executive Directors including six Independent Directors, on our Board.

Committees of the Board

In addition to the committees of the Board detailed below, our Board of Directors may, from time to time, constitute committees for various functions.

Audit Committee

The members of the Audit Committee are:

1. Sandip V. Patel (Chairman);
2. Arunbhai S. Patel; and
3. Nitinkumar R. Patel.

The Audit Committee was constituted by a meeting of our Board held on September 23, 2010. The Audit Committee was reconstituted on October 22, 2014. Our Audit Committee met four times during the preceding financial year. The scope and function of the Audit Committee is in accordance with Section 177 of the Companies Act, 2013 and Clause 49 of the Equity Listing Agreement and its terms of reference include the following:

a) Overseeing our Company's financial reporting process and disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;

b) Recommending to the Board, the appointment, re-appointment, and replacement, remuneration and terms of appointment of the statutory auditor and the fixation of audit fee;

c) Review and monitor the auditor's independence and performance, and effectiveness of audit process;

d) Approval of payments to the statutory auditors for any other services rendered by statutory auditors;

e) Reviewing with the management, the annual financial statements and auditor's report thereon before submission to the Board for approval, with particular reference to:

    i) Matters required to be included in the Director's responsibility statement to be included in the Board's report in terms of clause (c) of sub-section 3 of Section 134 of the Companies Act, 2013;

    ii) Changes, if any, in accounting policies and practices and reasons for the same;

    iii) Major accounting entries involving estimates based on the exercise of judgment by management;

    iv) Significant adjustments made in the financial statements arising out of audit findings;

    v) Compliance with listing and other legal requirements relating to financial statements;

    vi) Disclosure of any related party transactions;

    vii) Qualifications in the draft audit report.

f) Reviewing and examination, with the management, the quarterly, half-yearly and annual financial statements and the auditors' report thereon before submission to the Board for approval;

g) Scrutiny of inter-corporate loans and investments;

h) Valuation of undertakings or assets of our Company, wherever it is necessary;

i) Evaluation of internal financial controls and risk management systems;

j) Approval or any subsequent modification of transactions of our Company with related parties;

k) Reviewing with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document/prospectus/notice and the report submitted by the monitoring agency monitoring the utilization of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;

l) Reviewing, with the management, the performance of statutory and internal auditors, and adequacy of the internal control systems;

m) Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;

n) Discussion with internal auditors any significant findings and follow up thereon;

o) Reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the Board;

p) Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;

q) Looking into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;

r) Approval of appointment of the chief financial officer (*i.e.*, the whole-time finance Director or any other person heading the finance function or discharging the function) after assessing the qualifications, experience and background, etc. of the candidate;

s) Reviewing the functioning of the whistle blower mechanism, in case the same is existing; and

t) Carrying out any other functions as is mentioned in the terms of reference of the Audit Committee.

The powers of the Audit Committee include the following:

a) To investigate activity within its terms of reference;

b) To seek information from any employees;

c) To obtain outside legal or other professional advice; and

d) To secure attendance of outsiders with relevant expertise, if it considers necessary.

The Audit Committee shall mandatorily review the following information:

a) Management discussion and analysis of financial condition and result of operations;

b) Statement of significant related party transactions (as defined by the Audit Committee), submitted by management;

c) Management letters/ letters of internal control weaknesses issued by the statutory auditors;

d) Internal audit reports relating to internal control weaknesses;

e) The appointment, removal and terms of remuneration of the chief internal auditor.

Nomination and Remuneration Committee

The members of the Nomination and Remuneration Committee are:

1. Vishnubhai M. Patel;

2. Atul N. Ruparel; and

3. Mirat N. Bhadlawala.

The Compensation Committee was re-constituted and renamed as the Nomination and Remuneration Committee by our Board on October 22, 2014. The scope and function of the Nomination and Remuneration Committee is in accordance with Section 178 of the Companies Act, 2013. The terms of reference of the Nomination and Remuneration Committee include the following:

a) Formulating the criteria for determining qualifications, positive attributes and independence of a director and recommending to the Board a policy, relating to the remuneration of the directors, key managerial personnel and other employees;

b) Formulating of criteria for evaluation of the independent directors and the Board;

c) Devising a policy on Board diversity;

d) Identifying persons who qualify to become directors or who may be appointed in senior management in accordance with the criteria laid down, recommending to the Board their appointment and removal, and carrying out evaluations of every director's performance;

e) Analysing, monitoring and reviewing various human resource and compensation matters;

f) Determining the company's policy on specific remuneration packages for executive directors including pension rights and any compensation payment, and determining remuneration packages of such directors;

g) Determining compensation levels payable to the senior management personnel and other staff (as deemed necessary), which shall be market-related, usually consisting of a fixed and variable component;

h) Reviewing and approving compensation strategy from time to time in the context of the then current Indian market in accordance with applicable laws;

i) Framing suitable policies and systems to ensure that there is no violation, by an employee of any applicable laws in India or overseas, including:

   (i) The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992; or

   (ii) The Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003.

j) Performing such other activities as may be delegated by the Board of Directors and/or are statutorily prescribed under any law to be attended to by the Nomination and Remuneration Committee.

The Chairman will be appointed at the next meeting of the Nomination and Remuneration Committee in accordance with Clause 49 of the Equity Listing Agreement.

Shareholder/Investor Grievance/ Stakeholder Relationship Committee

The members of the Shareholder/Investor Grievance/ Stakeholder Relationship Committee are:

1. Nitinkumar R. Patel;

2. Vasistha Patel;

3. Arunbhai S. Patel; and

4. Sandip V. Patel.

The Shareholder/Investor Grievance/ Stakeholder Relationship Committee was constituted by our Board on October 22, 2014. This committee is responsible for the redressal of shareholder grievances.

The scope and function of the Shareholder/Investor Grievance/ Stakeholder Relationship Committee is in accordance with Section 178 of the Companies Act, 2013.

The terms of reference of the Shareholder/Investor Grievance/ Stakeholder Relationship Committee of our Company include the following:

a) Redressal of shareholders'/investors' grievances;

b) Investigating complaints relating to allotment of shares, approval of transfer or transmission of shares, debentures or any other securities;

c) Issue of duplicate certificates and new certificates on split/consolidation/renewal;

d) Non-receipt of declared dividends, balance sheets of our Company or any other documents or information to be sent by our Company to its shareholders; and

e) Carrying out any other function as prescribed under the Equity Listing Agreement.

The Chairman will be appointed at the next meeting of the Shareholder/Investor Grievance/ Stakeholder Relationship Committee in accordance with Clause 49 of the Equity Listing Agreement.

Corporate Social Responsibility Committee:

The members of the Corporate Social Responsibility Committee are:

1. Vasistha Patel (Chairman);

2. Nitinkumar R. Patel;

3. Sandip V. Patel; and

4. Atul N. Ruparel.

The Corporate Social Responsibility Committee was constituted by our Board on October 22, 2014. The scope and functions of the Corporate Social Responsibility Committee is in accordance with Section 135 of the Companies Act, 2013.

The terms and reference of the Corporate Social Responsibility Committee include the following:

a) Formulate and recommend to the Board, a Corporate Social Responsibility Policy which shall indicate the activities to be undertaken by our Company as specified in Schedule VII of the Companies Act, 2013.

b) Recommend the amount of expenditure to be incurred on activities referred in the Corporate Social Responsibility Policy.

c) Monitor the Corporate Social Responsibility Policy of our Company and its implementation from time to time.

The quorum shall be two members present.

Finance and Investment Committee

The members of the Finance and Investment Committee are:

1. Vishnubhai M. Patel;

2. Vasistha Patel;

3. Nitinkumar R. Patel; and

4. Arunbhai S. Patel.

The Finance and Investment Committee was constituted by our Board on October 22, 2014.

The terms and reference of the Finance and Investment Committee include the following:

a) To borrow money and finalize the terms of borrowing within the limits approved by the Shareholders under Section 293 (1)(d) of Companies Act, 1956 or Section 180 (1)(c) of Companies Act, 2013 as may be applicable over and above the aggregate of the paid up capital and free reserves to our Company and to avail various non-fund based facilities and authorize any person(s) or Director(s) of our Company for execution of necessary agreements(s), deed(s), document(s), paper(s) etc and affixation of common seal on such documents as may be necessary for availing fund-based and non-fund based facilities from any person(s) including but not limited to banks and financial institutions.

b) To invest the funds of our Company in share, securities, bonds or any other instruments issued by the companies (including the subsidiaries of our Company), make loans or provide guarantee/security in respect of the loans borrowed by our Company for an additional amount not exceeding ₹ 20,000 million.

c) To grant loans or give guarantee or provide security in respect of loans borrowed by any of our Company's own or its step down subsidiary, where in the total amount of such loan, guarantee or security in respect of each subsidiary does not exceed ₹ 15,000 million.

d) To mortgage and/or charge all or any of the movable and immovable properties, both present and future, or substantially the whole of the undertaking or any undertaking of our Company for securing any fund-based and/or non-fund based facilities obtained or as may be obtained from time to time from any financial institution(s)/bank(s)/body(ies) corporate or any other person(s) together with interest, costs, charges, expenses and any other money payable by our Company and authorize any person(s) or Director(s) of our Company for execution of necessary Agreement(s), Deed(s), Document(s), Paper(s) etc., and affixation of common seal on such documents as may be expedient and necessary for the purpose provided that the said creation of security is within the limits approved by the Shareholders under Section 293(1)(a) of Companies Act, 1956 or Section 180 (1)(a) of Companies Act, 2013 as may be applicable.

e) To approve opening, operating and closing of banking account(s) of our Company and to authorize any person(s) or Director(s) of our Company to operate the same for and on behalf of our Company in any manner and/or amend/modify any such authorization(s).

f) To approve taking on lease, hire purchase or any other mode of easy payment, assets, equipments, machinery, vehicles etc. for our Company and authorize any person(s) or Director(s) of the company for execution of necessary agreement(s), deed(s), document(s), paper(s) etc., and affixation of common seal on such documents as may be expedient and necessary for the purpose.

g) To approve taking on lease or on rent or to buy or sell or otherwise dispose off immovable properties including but not limited to factory premises, office premises, residential houses for executives of our Company or for guest house purposes, storerooms, godowns or other suitable premises for storing the products of our Company etc. and authorize any person(s) or Director(s) of our Company for execution of necessary agreement(s), deed(s), document(s), paper(s) etc., and affixation of common seal on such documents as may be expedient and necessary for the purpose provided that the said creation of security is within the limits approved by the Shareholders under Section 293 (1)(a) of Companies Act, 1956 or Section 180 (1)(a) of Companies Act, 2013 as may be applicable.

h) To sell/ disinvest or otherwise dispose off the shares/debentures/bonds and/or any others securities held by our Company with market value of such shares not exceeding ₹ 1,000 million.

i) To approve issue of corporate guarantees/ indemnities in favor of any person(s) in connection with the business of our Company and authorize execution of necessary documents for the said purpose.

j) To authorize any person(s) or Director(s) of our Company to deal with and handle all matters with any government / semi government/ non-government authorities relating to the business of our Company, under various corporate / labour or other laws as may be applicable to our Company.

k) To approve and authorize execution of joint venture agreement(s), memorandum of understanding(s) and/or any other arrangements in connection with the business of our Company.

l) To authorize any person(s) or Director(s) of our Company to sign, seal, swear, affirm, declare, deliver, execute, enter into, acknowledge, perfect all such contracts, conveyances, leases, mortgages, transfers, releases, agreements, re-conveyances, reassignments, releases, agreements, pleadings, affidavit, declarations, petitions, returns, refund orders of income-tax, excise, service tax, custom, sales tax, gift tax, expenditure tax and any other tax assurances, deeds, documents, instruments etc. as may be necessary in connection with the business of our Company and to authorize the affixation common seal on such documents as may be necessary.

m) To incorporate/ promote a new public/private limited company as special purpose vehicle to undertake the awarded projects and authorized to give all necessary undertakings under the agreement to be executed with the project granting authority.

The quorum shall be two members present.

The Chairman will be appointed at the next meeting of the Finance and Investment Committee.

Risk Management Committee

The members of the Risk Management Committee are:

1. Nitinkumar R. Patel;

2. Vasistha Patel; and

3. Sandip V. Patel.

The Risk Management Committee was constituted by our Board on October 22, 2014. The Risk Management Committee has been authorised to do all the acts, deeds and things on such terms and conditions as laid before the Board and in such manner as they deem fit.

The quorum shall be two members present.

The Chairman will be appointed at the next meeting of the Risk Management Committee in accordance with Clause 49 of the Equity Listing Agreement.

IPO Committee

The members of the IPO Committee are:

1. Vishnubhai M. Patel;
2. Vasistha Patel;
3. Shashin V. Patel; and
4. Nitinkumar R. Patel.

The IPO Committee was constituted by our Board on October 22, 2014. The IPO Committee meeting was held twice during the preceding Financial Year.

The terms and reference of the IPO Committee include the following:

(a) To decide on the size, timing, pricing and all the terms and conditions of the issue of the Equity Shares for the Issue, including the number of the Equity Shares to be issued in the Issue, price and any discount as allowed under Applicable Laws that may be fixed and determined in accordance with the applicable law, and to accept any amendments, modifications, variations or alterations thereto;

(b) To appoint and enter into arrangements with the BRLMs, underwriters to the Issue, syndicate members to the Issue, brokers to the Issue, escrow collection bankers to the Issue, refund bankers to the Issue, registrar(s), legal advisors, advertising agency(ies) and any other agencies or persons or intermediaries to the Issue and to negotiate and finalise the terms of their appointment, including but not limited to execution of the mandate letter with the BRLMs, negotiation, finalisation and execution of the offer agreement with the BRLMs, etc.;

(c) To negotiate, finalise, settle, execute and deliver or arrange the delivery of the syndicate agreement, underwriting agreement, escrow agreement, agreements with the registrar to the Issue and the advertising agency(ies) and all other documents, deeds, agreements, memorandum of understanding and other instruments whatsoever with the registrar to the Issue, legal advisors, auditors, stock exchange(s), the BRLMs and any other agencies/intermediaries in connection with the Issue with the power to authorise one or more officers of our Company to execute all or any of the aforesaid documents;

(d) To finalise, settle, approve and adopt the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the preliminary and final international wrap for the issue of Equity Shares and take all such actions as may be necessary for filing of these documents including incorporating such alterations/corrections/ modifications as may be required by SEBI, RoC, or any other relevant governmental and statutory authorities;

(e) To make applications, if necessary, to the Reserve Bank of India, or to any other statutory or governmental authorities in connection with the Issue and, wherever necessary, incorporate such modifications / amendments / alterations / corrections as may be required in the Draft Red Herring Prospectus, the Red Herring Prospectus, and the Prospectus;

(f) To approve any corporate governance requirements that may be considered necessary by the Board or the IPO Committee or as may be required under the Applicable Laws or the Equity Listing Agreement to be entered into by our Company with the relevant stock exchanges;

(g) To seek, if required, the consent of the lenders to our Company, concessioning authorities, parties with whom our Company has entered into various commercial and other agreements, and any other consents that may be required in relation to the Issue;

(h) To open and operate bank account(s) of our Company in terms of the escrow agreement for handling of refunds for the Issue and to authorise one or more officers of our Company to execute all documents/deeds as may be necessary in this regard;

(i) To open and operate bank accounts of our Company in terms of Section 40(3) of the Companies Act, 2013, as amended, and to authorise one or more officers of our Company to execute all documents/deeds as may be necessary in this regard;

(j) To determine and finalise the bid opening and bid closing dates (including bid opening and bid closing dates for anchor investors), the floor price/price band for the Issue (including issue price for anchor investors), approve the basis of allotment and confirm allocation/allotment of the Equity Shares to various categories of persons as disclosed in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, in consultation with the BRLMs and the Selling Shareholders (to the extent applicable) and do all such acts and things as may be necessary and expedient for, and incidental and ancillary to the Issue including any alteration, addition or making any variation in relation to the Issue;

(k) To issue receipts/allotment letters/confirmations of allotment notes either in physical or electronic mode representing the underlying Equity Shares in the capital of our Company with such features and attributes as may be required and to provide for the tradability and free transferability thereof as per market practices and regulations, including listing on one or more stock exchange(s), with power to authorise one or more officers of our Company to sign all or any of the aforestated documents;

(l) To make applications for listing of the shares in one or more recognised stock exchange(s) for listing of the Equity Shares of our Company and to execute and to deliver or arrange the delivery of necessary documentation to the concerned stock exchange(s);

(m) To do all such deeds and acts as may be required to dematerialise the Equity Shares of our Company and to sign and/or modify, as the case may be, agreements and/or such other documents as may be required with National Securities Depository Limited, Central Depository Services (India) Limited, registrar & transfer agents and such other agencies, as may be required in this connection with power to authorise one or more officers of our Company to execute all or any of the aforestated documents;

(n) To authorize and approve the incurring of expenditure and payment of fees, commissions, brokerage, remuneration and reimbursement of expenses in connection with the Issue;

(o) To authorize and approve notices, advertisements in relation to the Issue in consultation with the relevant intermediaries appointed for the Issue;

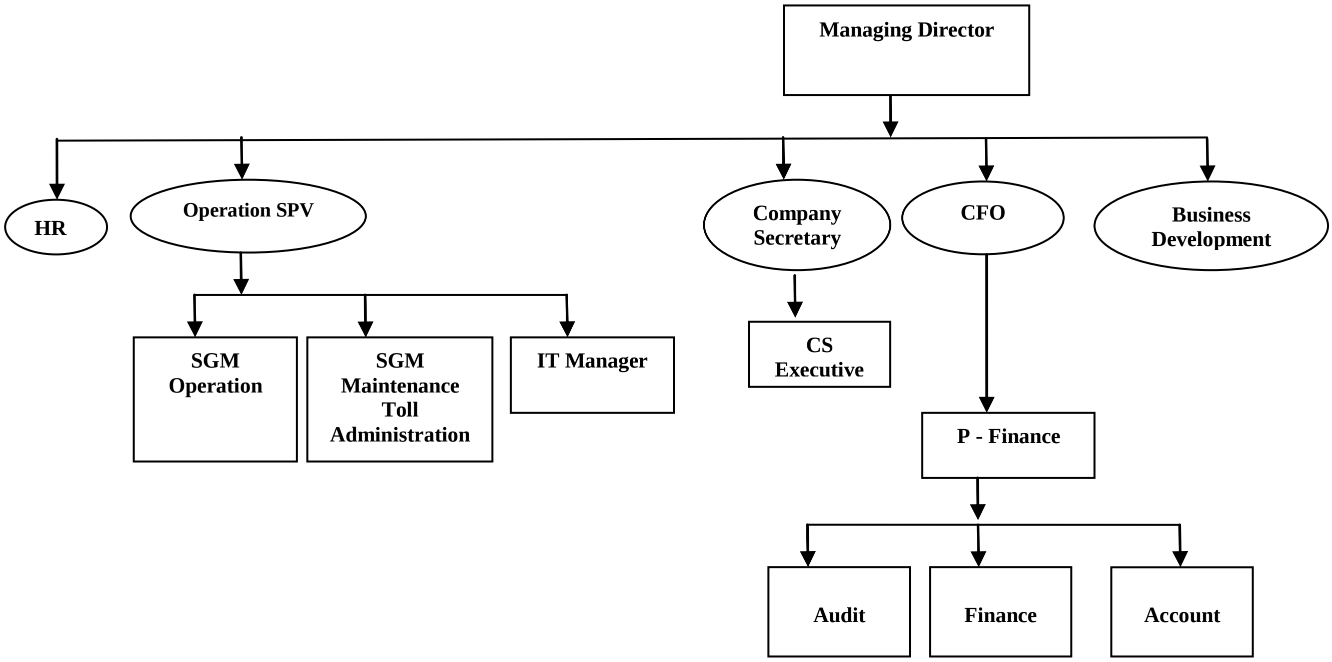
(p) To settle any question, difficulty or doubt that may arise in connection with the Issue including the issue and allotment of the Equity Shares as aforesaid and to further delegate the powers conferred hereunder subject to such restrictions and limitations as it may deem fit and in the interest of our Company and to the extent allowed under applicable laws and to do all such acts and deeds in connection therewith and incidental thereto, as the IPO Committee may in its absolute discretion deem fit; and

(q) To execute and deliver any and all other documents or instruments and doing or causing to be done any and all acts or things as the IPO Committee may deem necessary, appropriate or advisable in order to carry out the purposes and intent of the foregoing or in connection with the Issue and any documents or instruments so executed and delivered or acts and things done or caused to be done by the IPO Committee shall be conclusive evidence of the authority of the IPO Committee in so doing.

The quorum shall be two members present.

The Chairman will be appointed at the next meeting of the IPO Committee.

Management Organisation Chart



Key Management Personnel

Brief Biographies of Key Management Personnel

Vasistha Patel is the Managing Director of our Company. For further details in relation to Vasistha Patel and other whole-time directors of our Company, see "Management – Brief Biographies of Directors" from pages 266 to 267.

Varun Mehta is the Chief Financial Officer of our Company. He holds a Bachelor's degree in Commerce from University of Mumbai. He is also a qualified Chartered Accountant from the Institute of Chartered Accountants of India, a Financial Risk Manager from GARP and has passed the CFA Examination from CFA Institute, USA. He has been associated with our Company since December, 2012. At our Company, he is responsible for, among other things, evaluating optimum financing options such as debt, equity, securitization, refinancing; submission of bids, building financial models, financial research and analysis, evolving Company strategy including mergers and acquisitions and negotiating transactions, policy implementation, liaising with banks and financial institutions for obtaining funds and also participates in the bidding process and execution of road projects. He has over four years of experience as manager. Prior to joining our Company, he was Assistant Manager at Inga Capital, Mumbai. During the Financial Year 2015, he was paid gross compensation of ₹ 1.78 million.

Gaurav Vesasi is the Company Secretary and Compliance Officer of our Company. He holds a Bachelor's degree in Commerce from Gujarat University and in law from Gujarat University. He is a qualified Company Secretary. He also holds a post graduate diploma in Business Administration (specialized in Finance Management) from Symbiosis Centre of Distance Learning. He has been associated with ARRIL since 2008. He has been associated with our Company since December 18, 2012. At our Company, he is responsible for overall coordination of meetings of the board and shareholders of our Company, incorporation of new companies and SPVs, overall secretarial works covering compliance of various provisions of the Companies Act, and other prevailing laws and liasoning activities with the officials of the statutory and regulatory authorities. He has about 10 years experience, including six years of experience as a company secretary. Prior to joining our Company and Sadbhav group, he was also associated with Ravi Kapoor & Associates as an apprenticeship trainee. During the Financial Year 2015, he was paid gross compensation of ₹ 0.64 million.

Dr. Madhvesh Y S is the Senior General Manager (Special Purpose Vehicles) of our Company. He holds a Bachelor's degree in Engineering (Civil) from Bangalore University and a post graduate degree in Engineering (Highway Engineering) from Bangalore University. He holds a Doctor of Philosophy for thesis on Evaluation of

Geosynthetics in Bituminous Roads from Faculty of Engineering-Civil, Bangalore University. He has been associated with our Company since May 2014. At our Company, he is responsible for maintenance of project highway for all operational SPVs, monitoring of maintenance activities including DPR, MIS, specifications, quality execution and certification of billing and overall responsibility for maintenance budgeting, evaluation of agency for maintenance works, specifications, certification of works and strict compliance of works as per the concession agreement and for maintenance of project highway and contractual obligations related to safety reports, maintenance program, etc., as per the concession agreement. Prior to joining our Company, he has been associated with SAI Consulting Engineers Private Limited Ahmedabad from 2011 as a General Manager (Southern Region). During the Financial Year 2015, he was paid gross remuneration of ₹ 2.11 million.

Rajkumar S. Dhoot is the Vice President (Finance) of our Company. He holds a Bachelor’s degree in Commerce from Gujarat University and is a qualified Cost Accountant and a qualified Company Secretary. He has been associated with our Company since November 2012. At our Company, he is responsible for toll operations for all operational SPVs, for internal audits and controls, overall responsibility for accounts, audits, statutory compliances of direct and indirect taxes and for obtaining Chartered Accountants certificates for under constructions SPVs for drawdowns and periodic certificates agreed as per the common loan agreements. Prior to joining our Company, he was associated with Gujarat Bulk Packs Limited from 1994 as an Executive-Costing and with Madhu Industries Limited from 1995 as a Deputy Chief Accountant. He was also associated with Kalpataru Power Transmission Limited from 1999. During the Financial Year 2015, he was paid gross compensation of ₹ 2.59 million.

Darshan Bhatt is the AGM (Accounts) of our Company. He holds a Bachelor’s degree in Commerce from Gujarat University and a post graduate in Commerce (External) from Gujarat University. He is a qualified chartered accountant from the Institute of Chartered Accountants of India. He has been associated with ARRIL since 2006 and our Company since April 2013. At our Company SPVs, he is responsible for toll operations for all operational SPVs, for audited or unaudited quarterly and annual financial statements including consolidated financial statements, direct tax compliances, indirect tax compliances, co-ordination for certifications from statutory auditors for various covenant compliances under the financing documents and regular MIS as required by the management of our Company. During the Financial Year 2015, he was paid gross compensation of ₹ 1.33 million.

Kunal N. Shah is the Manager (Information Technology) of our Company. He holds a bachelor’s degree in Engineering (Electronics and Communications) from Saurashtra University. He has been associated with SEL since October 2012 and our Company since July 2014. At our Company, he is responsible for, among other things, implementing and monitoring project specific toll and highway management strategies and performance of all toll, preparing toll policies and studying and analysing the toll revenue growth patterns, exempt traffic pattern. He has about seven years experience, including two years as Manager (Toll System) in SEL. Prior to joining our Company and SEL, he was associated with L&T Vadodara Bharuch Tollway Limited as Equipment Engineer and Fairtech Engineering Services as an Electrical and Instrumentation Engineer. During the Financial Year 2015, he was paid gross remuneration of ₹ 0.67 million.

None of our Key Management Personnel are related to each other.

All our Key Management Personnel are the permanent employees of our Company.

There are no arrangements or understanding with major shareholders, customers, suppliers or others, pursuant to which any of our key management personnel were selected as members of our senior management.

Shareholding of Key Management Personnel

Except as disclosed below, none of our Key Management Personnel hold any Equity Shares in our Company as of the date of this Red Herring Prospectus:

Sr. No.	Name of the Key Management Personnel	No. of Equity Shares	Percentage (%)
1.	Vasistha Patel(1)	550,000	0.18
2.	Darshan Bhatt	44,000	0.01

(1) Jointly held with Rekhaben V. Patel/ Vishnubhai M. Patel.

Bonus or profit sharing plan of the key management personnel

Our Company does not have any bonus or profit sharing plan for the Key Management Personnel, including the Managing Director.

Interests of key management personnel

The Key Management Personnel of our Company do not have any interest in our Company other than to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment, reimbursement of expenses incurred by them during the ordinary course of business and the employee stock options held, if any. The Key Management Personnel may be regarded as interested in the Equity Shares that may be subscribed by or Allotted to them under the Employee Reservation Portion. All the Key Management Personnel may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of such Equity Shares, if any.

Changes in our Key Management Personnel

The changes in our Key Management Personnel in the last three years are as follows:

Name	Date of change	Reason for change
Rajkumar S. Dhoot	November 20, 2012	Appointment as Vice President (Finance)
Umang R Desai	July 2, 2012	Resignation
Gaurav Vesasi	December 18, 2012	Appointment as Company Secretary
Varun Mehta	December 26, 2012	Appointment as DGM (Finance)
Darshan Bhatt	April 1, 2013	Appointment as Senior Manager
Dr. Madhvesh Y S	May 1, 2014	Appointment as Senior General Manager (Special Purpose Vehicles)
Darshan Bhatt	July 1, 2014	Change in designation as AGM (Accounts)
Kunal N. Shah	July 1, 2014	Appointment as Manager (Information Technology)
Ruchir Gupta	July 1, 2014	Appointment as Deputy Manager (Construction & Contracts)
Ruchir Gupta	July 1, 2014	Change in designation as Manager (Construction & Contracts)
Varun Mehta	October 22, 2014	Change in designation as Chief Financial Officer
Ruchir Gupta	April 4, 2015	Resignation

Payment or Benefit to officers of our Company

No amount or benefit has been paid or given within the two preceding years or intended to be paid or given to any officer and consideration for payment of giving of the benefit.

OUR PROMOTERS AND PROMOTER GROUP

SEL and Vishnubhai M. Patel are the Promoters of our Company.

SEL

Corporate Information

SEL was originally incorporated as a private limited company on October 3, 1988 under the Companies Act, 1956. SEL was converted from a private limited company to a public limited company and a fresh certificate of incorporation was issued on May 17, 2001. The registered office of SEL is situated at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 380 006, Gujarat. The equity shares of SEL are listed on the BSE and the NSE. The main objects of SEL include:

1. carry on business as civil, electrical and mechanical contractors, designers and engineers, structural contractors, earthwork contractors and related consultancy services;

2. build, establish, maintain, operate, lease or transfer canals, irrigation projects, dams, bridges, roads, state and national highways, by-pass under various schemes, such as BOT, BOLT and BOOT; and

3. carry on business in both conventional and non conventional energy generation sector and to deal in any source of energy as may be developed or invented in future.

Board of directors

The board of directors of SEL comprises of:

1. Vishnubhai M. Patel
2. Shashin V. Patel
3. Vikram R. Patel
4. Vasistha Patel
5. Nitinkumar R. Patel
6. Sandip A. Sheth
7. Sandip V. Patel
8. Atul N. Ruparel
9. Arunbhai S. Patel
10. Mirat N. Bhadlawala
11. Purvi Parikh

Changes in the management and control

There has been no change in the management and control of SEL in the three years preceding the date of this Red Herring Prospectus.

Promoters of SEL:

1. Vishnubhai M. Patel
2. Shantaben V. Patel

Our Company confirms that the permanent account number, bank account number, the company registration number of SEL and the address of the registrar of companies where SEL is registered has been submitted to the Stock Exchanges at the time of filing of the Draft Red Herring Prospectus.

	Vishnubhai M. Patel is the Chairman and Non-Executive Director of our Company. He is a resident Indian national. For further details, see “Our Management” on page 266. The driving license number of Vishnubhai M. Patel is GJ01 20010916373 and his voter identification number is GJ/11/068/039880.

Our Company confirms that the permanent account number, bank account number and passport number of Vishnubhai M. Patel has been submitted to the Stock Exchanges at the time of filing of the Draft Red Herring Prospectus.

	Shantaben V. Patel is the promoter of SEL, our corporate Promoter. She is a resident Indian national. Shantaben V. Patel does not have a driver’s license. Her voter identification number is G-J/11/068/039810. The permanent account number is ABGPP7486A, the bank account number is 01702010005590 and the passport number is M6252758.

Interests of Promoters and Common Pursuits

Except as disclosed in this Red Herring Prospectus, our Promoters are interested in our Company to the extent that they have promoted our Company and to the extent of their shareholding in our Company and the dividend payable, if any and other distributions in respect of the shares held by them. For further information on shareholding of our Promoters in our Company, see “Capital Structure” and “Our Promoters and Promoter Group” from pages 140 to 141 and 283, respectively.

Further, Vishnubhai M. Patel is a Director of our Company and may be deemed to be interested to the extent of the travel expenses being borne by our Company, from time to time, for attending meetings of the Board of Directors or a committee thereof, site visits and other company related expenses. He may also be deemed to be interested to the extent of sitting fees payable to him for attending meetings of our Board and Committees thereof. For further details, see “Our Management” on page 268.

Except the related party transactions entered into by our Company as disclosed in this Red Herring Prospectus, our Company has not entered into any contract, agreements or arrangements which are not in the ordinary course of business during the preceding two years from the date of this Red Herring Prospectus or proposes to enter into any such contract in which our Promoters are directly or indirectly interested and no payments have been made to them in respect of the contracts, agreements or arrangements which are proposed to be made with them. For further details of related party transactions, as per Accounting Standard 18, see “Related Party Transactions” on page 292.

Except as disclosed in this Red Herring Prospectus, our Promoters have no interest in any property acquired within the two years from the date of the Draft Red Herring Prospectus or proposed to be acquired by our Company, or in any transaction by our Company for acquisition of land, construction of building or supply of machinery.

None of our Promoters are interested as a member of a firm or company, and no sum has been paid or agreed to be paid to any of our Promoters or to such firm or company in cash or shares or otherwise by any person for services rendered by such Promoter(s) or by such firm or company in connection with the promotion or formation of our Company.

Except for BRTPL, BHTPL, HYTPL, MBCPNL, NSEL, RHTPL, RPTPL, SUTPL, DPTL, MBHPL and MNEL, SEL, our corporate Promoter, does not have any direct interest in any venture that is involved in any activities similar to those conducted by our Company. Our Company will adopt the necessary procedures and practices as permitted by law to address any conflict situation as and when they arise. Our Company has entered into an agreement dated October 22, 2014 with SEL, whereby in accordance with the overall strategy of SEL, the road and highways and related projects business on a BOT basis will be carried out by our Company and its subsidiaries and not by any other entity in the SEL group, subject to the requirements of the bid, concession and financing documents. For further details, see "History and Certain Corporate Matters – Summary of Key Agreements" on pages 243 and 244.

Except for AJTL, ARRIL, BRTPL, BHTPL, HYTPL, MBCPNL, NSEL, RHTPL, RPTPL, SUTPL, DPTL, MNEL and MBHPL, Vishnubhai M. Patel does not have any direct interest in any venture that is involved in any activities similar to those conducted by our Company. Our Company will adopt the necessary procedures and practices as permitted by law to address any conflict situation as and when they arise.

Except as disclosed in the "Related Party Transactions" on page 292, our Promoters are not related to any of the sundry debtors of our Company.

Payment of benefits to our Promoters or Promoter Group

Except as stated in "Related Party Transactions", "Our Management" and "Our Promoters and Promoter Group" beginning on pages 292, 262 and 282, respectively, there has been no payment of benefits to our Promoters or Promoter Group during the two years preceding the filing of the Draft Red Herring Prospectus, nor is there any intention to pay or given any benefit to our Promoters or Promoter Group.

Confirmations

Our Promoters have not been declared as wilful defaulters by the RBI or any other government authority. Further, there are no violations of securities laws committed by our Promoters in the past and no proceedings for violation of securities laws are pending against them.

Our Promoters and Promoter Group entities or natural persons behind SEL have not been debarred from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

Except as disclosed under "Outstanding Litigation and Material Developments" on page 533, there is no litigation or legal action pending or taken by any ministry, department of the Government or statutory authority during the last five years preceding the date of the Issue against our Promoters.

Our Promoters are not and have never been a promoter, director or person in control of any other company which is debarred from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

Except as disclosed in this Red Herring Prospectus, our Promoters are not interested in any entity which holds any intellectual property rights that are used by our Company.

Companies with which our Promoters have disassociated in the last three years

Our Promoters have not disassociated themselves from any of the companies during the three years preceding the date of this Red Herring Prospectus.

Change in the management and control of our Company

There has been no change in the management and control of our Company since its incorporation.

Promoter Group

In addition to our Promoters named above, our Group Companies and certain Subsidiaries, the following individuals and the entities form part of our Promoter Group:

1. **Natural persons forming part of the Promoter Group**

Natural persons who form part of our Promoter Group (due to their relationship with our Promoters) other than our Promoters are as follows:

Name of the Promoter	Name of the Relative	Relationship with the Promoter
Vishnubhai M. Patel*	Shantaben V. Patel	Spouse
	Jayantibhai Patel	Brother
	Kailashben Patel	Sister

Name of the Promoter	Name of the Relative	Relationship with the Promoter
	Shashin V. Patel**	Son
	Rajeshree Vishnubhai Patel	Daughter
	Mamtaben Patel	Daughter
	Bhavnaben Patel	Daughter
	Triptiben Patel	Daughter
	Alpaben Patel	Daughter
	Rekhaben Patel	Daughter

* *The Promoter Group of our Company does not include Kanubhai Patel and Govindbhai Patel, brothers of Vishnubhai M. Patel, our individual Promoter, or any entity in which Kanubhai Patel and Govindbhai Patel may have an interest. Whilst there is no formal disassociation arrangements between Vishnubhai M. Patel and Kanubhai Patel and Govindbhai Patel, Vishnubhai M. Patel has confirmed that he has disassociated with Kanubhai Patel and Govindbhai Patel. Further, Kanubhai Patel and other have filed a company petition before the Company Law Board, Regional Bench, Bombay against our Company, SEL, Vishnubhai M. Patel and others under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956. For further details, see "Outstanding Litigation and Material Developments - Litigation involving our Company - Litigation filed against our Company" on pages 514 and 515.*

** *Whilst Shashin V. Patel, Vasistha Patel and Vikram R. Patel have been named as promoters under the information memorandum dated May 28, 2014 issued by our Company, Shashin V. Patel, Vasistha Patel and Vikram R. Patel are not the promoters of our Company under the SEBI Regulations.*

2. Hindu Undivided Families forming part of the Promoter Group

The Hindu Undivided Families forming part of our Promoter Group is as follows:

a. V.M. Patel (HUF).

3. Entities forming part of the Promoter Group

a. AVS Infracon Private Limited;
b. Bhavna Engineering Company Private Limited; and
c. Saakar Infra Nirmaan Private Limited.

4. Trusts forming part of the Promoter Group

The trusts forming a part of our Promoter Group are as follows:

a. Kamaeshwar Mahadev Trust;
b. Bindu Bhagat Jan Seva Trust;
c. Samarpan Seva Trust;
d. Saraswati Eductaion Foundation Trust;
e. Umiya Parivaar Charity Trust;
f. Dharti Vikas Mandal;
g. Santokba Trust;
h. Sadbhav Public Charitable Trust;
i. M.B. Patel Sarvajanik Hospital – President;
j. Lions Karnavati Shantaben Vishnubhai Eye Hospital – Chairman; and
k. Shri Sarvoday Arogyamandal.

OUR GROUP COMPANIES

Unless otherwise specified, all information in this section is as of the date of this Red Herring Prospectus.

Other than our Subsidiaries, the following companies, firms, joint ventures, etc. are promoted by our Promoters and have also been considered as material by the Board of our Company:

1. SEL – GKC Joint Venture;
2. Dhule Palesner Tollway Limited;
3. Mumbai Nashik Expressway Limited;
4. Sadbhav – Annapurna Joint Venture;
5. Sadbhav – Vishnushiva Joint Venture;
6. Corsan Corviam Const S.A.-Sadbhav Engineering Limited Joint Venture;
7. Mysore – Bellary Highway Private Limited;
8. Sadbhav Finstock Private Limited;
9. Sadbhav Engineering Limited-Vaishnovi Constructions Joint Venture;
10. Sadbhav Quarry Works Private Limited;
11. Sadbhav Realty Private Limited;
12. V.M. Patel (HUF);
13. Santokba Trust; and
14. Sadbhav Public Charitable Trust.

A. Details of the five largest Group Companies (based on turnover)

1. SEL – GKC Joint Venture

SEL – GKC Joint Venture ("SEL-GKC JV") was constituted as an Association of Person ("AOP") under applicable laws. Its income tax PAN is AADAS2664J. SEL-GKC JV is engaged in the business of construction of roads and canals, mining, etc.

Interest of our Promoters

SEL, our corporate Promoter, holds following stake in eight projects being undertaken by SEL-GKC JV:

Sr. No.	Name of Projects	Stake of SEL (in percentage)
1.	SEL-GKC (Radhanpur-Manpura)	52.00
2.	SEL-GKC (Vishakhapatnam Project)	50.00
3.	SEL-GKC (Omkareshwar Project)	60.00
4.	SEL-GKC (Karimnagar Project)	52.00
5.	SEL-GKC (Omkareshwar Project)	40.00
6.	SEL-GKC (Managuru Project)	51.00
7.	SEL-GKC-BSHIP-II	50.00
8.	SEL-GKC-Govindpur Project	50.00

Financial Information

The relevant details of operating results of SEL-GKC JV for the last three Financial Years to the extent that the last audited financial statements are available, as follows:

(in ₹ million, except per share data)

Particulars	For the Financial Year		
	2014	2013	2012
Total Income	2,727.60	4,882.25	3,211.47
Profit/loss after tax	-	-	-
Partner's capital account	-	-	-

2. **Dhule Palesner Tollway Limited**

Corporate Information

Dhule Palesner Tollway Limited ("DPTL") was incorporated on March 25, 2009 under the Companies Act, 1956 at Mumbai. DPTL is involved in the business of undertaking, designing, developing, engineering, financing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing four laning of Madhya Pradesh / Maharashtra border Dhule section of NH-3 from km 168.50 to km 265.00 in Maharashtra under NHDP Phase III on a DBFOT basis and construction of toll plazas and all other works of convenience of public or private utility for the purpose of smooth traffic on all roads and rendering of all services in connection thereto.

Interest of our Promoters

SEL, our corporate Promoter, holds 18,692,000 equity shares constituting 27.18% of the issued and paid up equity share capital of DPTL and Vishnubhai M. Patel holds 10 equity shares aggregating to a negligible percentage of the issued and paid up equity share capital of DPTL.

Financial Information

The relevant details of operating results of DPTL for the last three Financial Years to the extent that the last audited financial statements are available, as follows:

(in ₹ million, except per share data)

Particulars	**For the Financial Year**		
	2015	**2014**	**2013**
Equity Capital	687.80	630.00	630.00
Reserves (excluding revaluation reserves) and Surplus	(2,485.46)	(2,996.75)	(1,670.72)
Revenue from Operations and Other Income	1,340.99	1,120.42	782.14
Profit / (Loss) after Tax	511.30	(1,326.03)	(1,522.56)
Basic EPS (in ₹)	7.97	(21.05)	(29.85)
Diluted EPS (in ₹)	7.97	(21.05)	(29.85)
Net asset value per share (in ₹)	(26.14)	(37.57)	(16.52)

3. **Mumbai Nasik Expressway Limited**

Corporate Information

Mumbai Nasik Expressway Limited ("MNEL") was incorporated on July 22, 2005 under the Companies Act, 1956 at Mumbai. MNEL is involved in the business of undertaking, designing, developing, establishing, constructing, erecting, executing, carrying out, commissioning, operating, maintaining, improving, repairing, administering, managing, levying, demanding, collecting and appropriating fee from vehicles and persons liable to payment of fee for using the project / project facility or any part thereof or control as required of a four lane carriageway on Mumbai Nasik section of NH-3 in Maharashtra on BOT basis or otherwise, by widening and rehabilitation of the existing two lane stretch and construction of toll plazas and all other works of convenience of public or private utility for the purpose of smooth traffic on all roads and rendering of all services in connection thereto.

Interest of our Promoters

SEL, our corporate Promoter, holds 10,400,000 equity shares constituting 20.00% of the issued and paid up equity share capital of MNEL.

Financial Information

The relevant details of operating results of MNEL for the last three Financial Years to the extent that the last audited financial statements are available, as follows:

(in ₹ million, except per share data)

Particulars	Nine months ended September 30, 2014	Nine months ended December 31, 2013[(1)]	Year ended March 31, 2013
Equity Capital	520.00	520.00	520.00
Reserves (excluding revaluation reserves) and Surplus	993.69	1,006.40	998.75
Revenue from Operations & Other Income	1,193.96	1,112.70	1,512.67
Profit / (Loss) after Tax	(12.71)	7.65	409.84
Basic EPS (in ₹)	(0.24)	0.15	7.88
Diluted EPS (in ₹)	(0.24)	0.15	7.88
Net asset value per share (in ₹)	29.11	29.35	29.21

(1) *MNEL changed its Financial Year from period ending on March 31 every year to period ending on December 31 every year.*

4. **Sadbhav - Annapurna Joint Venture**

Information

Sadbhav - Annapurna Joint Venture ("Basantimata JV") was constituted as an AOP on September 15, 2012 under applicable laws. Its PAN is AAJAS3296A. Basantimata JV is involved in the business of hiring of heavy earth moving and mining equipment for removal of over burden, extraction and transportation of coal from Khudia, Palasia, GP (Top), GP (Bottom), Brindabanpur (Top and Bottom) and Kalimati group of seams at Basantimata - Dahibari Patch of Dahibari Colliery of C.V. Area.

Interest of our Promoters

SEL, our corporate Promoter, holds 80.00% stake in the Basantimata JV.

Financial Information

The relevant details of operating results of Basantimata JV for the last three Financial Years to the extent that the last audited financial statements are available, as follows:

(in ₹ million, except per stake data)

Particulars	For the Financial Year		
	2015	2014	2013
Total income	846.27	440.73	-
Profit/loss after tax	-	-	-
Partner's capital account	-	-	-

5. **Sadbhav - Vishnushiva Joint Venture**

Information

Sadbhav Vishnushiva Joint Venture ("Vishnushiva JV") was constituted as an AOP on September 21, 2012 under applicable laws. Its income tax PAN is AAIAS2666P. Vishnushiva JV is involved in the business of hiring of heavy earth moving and mining equipment for removal of over burden, extraction and transportation of coal from XI, IX/X, VIIIC, VIIIB, VIIIA and V/ VI/ VII seams at Patch "F-1" of Maheshpur Colliery of Govindpur Area which has been completed. Vishnushiva JV is also undertaking hiring of heavy earth moving equipments and excavation work at Kapurdi, Barmer, Rajasthan under the Joint Venture Agreement dated June 25, 2014 entered into between SEL and Vishnushiva Infrastructures and for undertaking hiring of heavy earth moving equipments with operators, maintenance staff and facilities for excavation for Pit B at Kapurdi – Jalipa Lignite Mines Block of K-J Lignite Mining Project Barmer, Rajasthan under the Memorandum of Understanding dated May 30, 2014 and letter of intent dated July 10, 2014.

Interest of our Promoters

SEL, our corporate Promoter, holds following stake in three projects being undertaken by Vishnushiva

JV:

Sr. No.	Name of Projects	Stake of SEL (in percentage)
1.	Vishnushiva JV (Maheshpur Colliery Project)	75.00
2.	Vishnushiva JV (Kapurdi Project)	75.00
3.	Vishnushiva JV (Jalipa Lignite Mines Project)	75.00

Financial Information

The relevant details of operating results of Vishnushiva JV for the last three Financial Years to the extent that the last audited financial statements are available, as follows:

(in ₹ million, except per stake data)

Particulars	For the Financial Year		
	2015	2014	2013
Total income	401.80	173.50	-
Profit/loss after tax	0	0	-
Partner's capital account	0	0	-

B. Details of other Group Companies

1. Corsan Corviam Const S.A.-Sadbhav Engineering Limited Joint Venture ("Corsan SEL JV")

Information

Corsan SEL JV was constituted as an AOP on April 23, 2013. Corsan SEL JV is carrying out works of part design and construction of: (i) elevated viaduct and three elevated station on Mundka – Bahadurgarh corridor of phase –III of Delhi MRTS ("Corsan Corviam Const S.A. - SEL JV DMRC-CC43"); and (ii) elevated viaduct from Mundka to Tikri Border and four elevated station including architectural finishing, water supply, sanitary installation, drainage and civil work related to E & M of Mundka – Bahadurgarh Corridor of phase–III of Delhi MRTS ("Corsan Corviam Const S.A.-SEL (DMRCCC47)") under the terms of August 13, 2013. By way of Memorandum of Understanding dated January 7, 2015, SEL has taken over the project assets and all responsibilities and the project will be completed solely by SEL with effect from November 19, 2014.

Interest of our Promoters

SEL, our corporate Promoter, holds following stake in two projects being undertaken by Corsan SEL JV:

Sr. No.	Name of Projects	Stake of SEL (in percentage)
1.	Corsan Corviam Const S.A. - SEL JV DMRC-CC43	40.00
2.	Corsan Corviam Const S.A.-SEL (DMRCCC47)	40.00

2. Mysore – Bellary Highway Private Limited

Corporate Information

Mysore – Bellary Highway Private Limited ("MBHPL") was incorporated on February 21, 2014 under the Companies Act, 1956 at Ahmedabad. MBHPL is currently involved in the business of designing, building, financing, operating, maintaining and transferring the existing state highway (SH-3 and 33) from Mallavali to Pavagada in Karnataka on DBFOT (annuity) basis.

Interest of our Promoters

SEL holds 58,511,760 equity shares constituting 74.00% of the issued and paid up equity share capital of MBHPL. Vishnubhai M. Patel holds 10 shares aggregating to a negligible percentage of the issued and paid up share capital of MBHPL.

3. Sadbhav Finstock Private Limited

Corporate Information

Sadbhav Finstock Private Limited ("SFPL") was incorporated on May 18, 1994 under the Companies Act, 1956 at Ahmedabad. It is an unlisted company. SFPL is involved in the business of *inter alia* manufacturing, developing, importing, exporting, buying, selling, distributing, transferring, hiring, leasing, licensing, using, disposing off, operating, fabricating, constructing, assembling, recording, maintaining, repairing, reconditioning, working, altering, converting, improving, procuring, installing and modifying and acting as a consultant, agent, broker, representative or otherwise for dealing in all kinds of electronic and electrical apparatuses, software, hardware, equipment, etc.

Interest of our Promoters

Vishnubhai M. Patel along with certain joint holders holds 5,440 equity shares constituting 54.40% of the issued and paid up equity share capital of SFPL.

4. Sadbhav Engineering Limited-Vaishnovi Constructions Joint Venture

Information

Sadbhav Engineering Limited-Vaishnovi Constructions Joint Venture ("Vaishnovi JV") was constituted as an AOP on February 4, 2013 under applicable laws. Its income tax PAN is AAJAS3297B. Vaishnovi JV is involved in the business of execution of Halon irrigation project complete on turnkey basis, that is construction of earthen dam, central spillway, non over flow portion (composite dam) instrumentation, drilling and grouting, control room, radial gate and stop log with all hoisting arrangements, along with remote control system, trunnion bridge. Gantry crane consolidation/ curtain grouting, fish ladder, D/S bridge and any other related miscellaneous works.

Interest of our Promoters

SEL, our corporate Promoter, holds 72.00% stake in the Vaishnovi JV.

5. Sadbhav Quarry Works Private Limited

Corporate Information

SQWPL was incorporated on August 16, 1994 under the Companies Act, 1956 at Ahmedabad. It is an unlisted company. SQWPL is involved in the business of purchasing, taking on lease or otherwise acquiring any land to be used as quarry, acquiring quarry rights and undertaking and carrying on the business of quarry masters, explorers, prospectors and manufacturing, processing, designing, importing, purchasing, selling and generally dealing in and acting as brokers, agents, transporters, stockists, job workers and suppliers of gravel, rubble, grit, kapachi, stones of all types and size and sand.

Interest of our Promoters

Vishnubhai M. Patel along with certain joint holders hold 5,000 equity shares constituting 100.00% of the issued and paid up equity share capital of SQWPL.

6. Sadbhav Realty Private Limited

Corporate Information

Sadbhav Realty Private Limited ("SRPL") was incorporated as Sadbhav Finvest Private Limited on November 30, 2005 under the Companies Act, 1956 at Ahmedabad. The name was subsequently changed to Sadbhav Realty Private Limited and a fresh certificate of incorporation was issued on February 9, 2007. It is an unlisted company. SRPL is involved in the business of *inter alia* construction and development of buildings, multiplexes, theatres, entertainment parks, holiday resorts, spa, lakes, canals, hotels, hospitals, schools, places of worship, infrastructure projects and acquisition of land for development purpose.

Interest of our Promoters

Vishnubhai M. Patel along with joint holders, holds 21,217,500 equity shares constituting 99.16% of the issued and paid up equity share capital of SRPL.

7. V.M. Patel (HUF)

Information

Vishnubhai M. Patel- HUF ("VMP HUF") was formed on April 2, 1981. The PAN number of VMP HUF is AABHP8777J. It is an unlisted entity.

Interest of our Promoters

Vishnubhai M. Patel, our Promoter, is the karta of VMP HUF.

8. Santokba Trust

Information

Santokba Trust was created on March 27, 2001. The PAN number of Santokba Trust is AACTS2065B.

Interest of our Promoters

Vishnubhai M. Patel, our Promoter, is a trustee of Santokba Trust.

9. SPCT

Information

SPCT was incorporated on November 18, 1995 under the Bombay Public Trusts Act, 1950, at Ahmedabad. The trust registration number is ET-10841. The main object of the trust is to undertake all the activities of public interest, like ayurvedic reliefs, health, to construct hospitals, to construct and to run the dispensary/clinic, roads, wells, lakes, water works, reformation of backward communities, village upliftment, village industry activity, construct and run the shelter-homes for the elderly, and to help the families of poor and middle class and to take on hand activities in respect of public welfare. It also aims to construct, to take, to administer and to help to institutions giving non-religious and secular education like, pre-primary schools, primary schools, secondary schools, arts, science, commerce, medical, engineering, technical etc. colleges and to give financial assistance etc. in respect of education to such students.

Interest of our Promoters

SEL, our corporate Promoter, has donated an amount upto ₹ 0.81 million to SPCT. Vishnubhai M. Patel, our Promoter, is a trustee of SPCT.

Nature and Extent of Interest of Group Companies

(a) ***In the promotion of our Company***

None of our Group Companies have any interest in the promotion or any business interest or other interests in our Company.

(b) ***In the properties acquired or proposed to be acquired by our Company in the past two years before filing the Draft Red Herring Prospectus with SEBI***

None of our Group Companies is interested in the properties acquired or proposed to be acquired by our Company in the two years preceding the filing of the Draft Red Herring Prospectus.

(c) ***In transactions for acquisition of land, construction of building and supply of machinery***

None of our Group Companies is interested in any transactions for the acquisition of land, construction of building or supply of machinery.

Common Pursuits among the Group Companies with our Company

There are no common pursuits between any of our Group Companies and our Company.

Related Business Transactions within the Group Companies and significance on the financial performance of our Company

For more information, see "Related Party Transactions" on page 292.

Significant Sale/Purchase between Group Companies and our Company

None of our Group Companies is involved in any sales or purchase with our Company where such sales or purchases exceed in value in the aggregate of 10% of the total sales or purchases of our Company.

Business Interest of Group Companies

We have entered into certain business contracts with our Group Companies. For details, see "Business" and "Related Party Transactions" beginning on pages 202 and 292, respectively.

Other than as stated above, none of our Group Companies have any business interest in our Company.

Defunct Group Companies

None of our Group Companies remain defunct and other than SBTPL, no application has been made to the Registrar of Companies for striking off the name of any of our Group Companies during the five years preceding the date of filing of this Red Herring Prospectus with SEBI. Further, none of our Group Companies fall under the definition of sick companies under SICA and none of them is under winding up.

Loss making Group Companies:

The following tables set forth the details of our Group Companies which have incurred loss in the last Financial Year and profit/(loss) made by them in the last three Financial Years, on the basis of latest audited financial statements available:

Sr. No.	Name of the entity	Profit/(Loss) (Amount in ₹ million)		
		For the Financial Year		
		2015	2014	2013
1.	SRPL	(1.75)	(1.79)	(5.49)
2.	SPCT	(0.03)	(0.82)	(1.27)
3.	MNEL	-*	(12.71)**	7.65

* *The audited financial statements for period ending on December 31, 2014 are not available.*

***MNEL changed its Financial Year from period ending on March 31 every year to period ending on December 31 every year.*

None of the securities of our Group Companies are listed on any stock exchange and none of our Group Companies have made any public or rights issue of securities in the preceding three years.

None of the Group Companies have been debarred from accessing the capital market for any reasons by the SEBI or any other authorities.

None of the Group Companies have been identified as wilful defaulters by the RBI or other authorities.

RELATED PARTY TRANSACTIONS

For details of related party transactions during the last five Financial Years as per the requirements under Accounting Standard 18 "Related Party Disclosures" issued by the Institute of Chartered Accountants of India, see "Financial Statements – Annexure: XXIX - Restated Unconsolidated Statement of Related Party" and "Financial Statements – Annexure: XXXIII - Restated Consolidated Statement of Related Parties" from page 346 to 355 and 434 to 440, respectively.

DIVIDEND POLICY

The declaration and payment of dividends will be recommended by the Board of Directors and approved by the Shareholders, at their discretion, subject to the provisions of the Articles of Association and applicable law, including the Companies Act. The dividend, if any, will depend on a number of factors, including but not limited to the earnings, capital requirements, contractual obligations, applicable legal restrictions and overall financial position of our Company. Our Company has no formal dividend policy.

In addition, our ability to pay dividends may be impacted by a number of factors, including restrictive covenants under the loan or financing arrangements our Company is currently availing of or may enter into to finance our fund requirements for our business activities. For further details, see “Financial Indebtedness” beginning on page 450.

We have not declared any dividends in any of the Financial Years preceding the filing of this Red Herring Prospectus.

SECTION V: FINANCIAL INFORMATION

FINANCIAL STATEMENTS

Report of auditors on the Restated Unconsolidated Financial Information of Sadbhav Infrastructure Project Limited as at and for each of the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011

To
The Board of Directors
Sadbhav Infrastructure Project Limited
Sadbhav House
Opp. Law Garden Police Chowki
Ellis bridge
Ahmedabad – 380 006

Dear Sirs,

1. We, S.R.B.C. & Co. LLP ('SRBC') and Manubhai & Shah (formerly Manubhai & Co.) ('M&S'), have jointly examined the restated unconsolidated financial information of Sadbhav Infrastructure Project Limited ('the Company') as at and for the years ended March 31, 2015, 2014, 2013, 2012 and 2011 ('Restated Unconsolidated Financial Information'), annexed to this report, prepared by the Company for the purpose of inclusion in the offer document in connection with its proposed Initial Public Offer ('IPO'). Such financial information, which has been approved by the Board of Directors of the Company, has been prepared in accordance with the requirements of:

    a. Sub-clauses (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Companies Act, 2013 ('the Act') read with rule 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014; and
    b. Relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended ('the Regulations') issued by the Securities and Exchange Board of India ('SEBI') on August 26, 2009, as amended from time to time in pursuance of the Securities and Exchange Board of India Act, 1992.

    SRBC and M&S are collectively referred to as the "Joint Auditors", and the references to the Joint Auditors as "we", "us" or "our", in this report, shall be construed accordingly.

2. We have jointly examined such restated unconsolidated financial information taking into consideration:
    a. the terms of our engagement agreed with you vide our engagement letter dated September 12, 2014 read with addendums dated February 9, 2015 and July 1, 2015, requesting us to carry out the assignment, in connection with the offer document being issued by the Company for its proposed IPO; and
    b. The Guidance Note on Reports in Company Prospectuses (Revised) issued by the Institute of Chartered Accountants of India.

3. The Company proposes to make an initial public offer of equity shares, and an offer for sale by certain shareholders, having a face value of ₹ 10 each, at an issue price to be arrived at by the book building process (referred to as the 'Offer'), as may be decided by the Board of Directors of the Company.

4. The Restated Unconsolidated Financial Information of the Company has been compiled by the management from the audited unconsolidated financial statements of the Company as at and for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011, prepared in accordance with accounting principles generally accepted in India at the relevant time and which have been approved by the Board of Directors. The financial statements for the years ended March 31, 2014, 2013, 2012 and 2011 have been jointly audited by S.V. Ghatalia & Associates LLP (formerly, S.V. Ghatalia & Associates) and M&S. The Company has also provided us with the financial and other records of the Company in relation to the year ended March 31, 2011, to the extent considered necessary, for the presentation of the Restated Unconsolidated Financial Information under the requirements of the Revised Schedule VI to the Companies Act 1956. S.V. Ghatalia & Associates LLP is hereinafter referred to as erstwhile auditors.

5. In accordance with the requirements of Sub-clause (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Act read with rule 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014, the Regulations and terms of our engagement agreed with you, we report that, read with paragraph 4 above, we have jointly examined the Restated Unconsolidated Summary Statements of Assets and Liabilities of the Company as at March 31, 2015, 2014, 2013, 2012 and 2011 and the related Restated Unconsolidated Summary Statement of Profits and Losses and Restated Unconsolidated Summary Statement of Cash Flows for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011 and as set out in Annexures I to III.

6. Based on the above, we further report that:

   a. The Restated Summary Statement of Assets and Liabilities, Restated Summary Statement of Profit and Loss and Restated Summary of Cash Flows of the Company have been examined by us and have been arrived at after making such adjustments and regroupings as, in our opinion, are appropriate and more fully described in the notes appearing in Annexure IV to this report;

   b. The accounting policies as at and for the year ended March 31, 2015 are consistent with the policies adopted for the years ended March 31, 2014, 2013, 2012 and 2011. Accordingly, no adjustments have been made to the audited financial statements of the respective periods presented on account of changes in accounting policies;

   c. Adjustments for the material amounts in the respective financial years to which they relate have been adjusted in the attached Restated Unconsolidated Financial Information;

   d. There are no extraordinary items which need to be disclosed separately in the Restated Unconsolidated Financial Information;

   e. There are no qualifications in the auditors' reports, which require any adjustments to the Restated Unconsolidated Financial Information;

   f. Other qualifications included in the Annexure to the auditor's report on the Financial Statements, a statement on certain matters specified in the Companies (Auditors Report) Order, 2015, for the year ended March 31, 2015, which do not require any corrective adjustment in the financial information, are as follows:

      i. Clause (vii)(a)

      Undisputed statutory dues including provident fund, income-tax, sales-tax, service tax, and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

      ii. Clause (vii)(c)

      According to the records of the Company, the dues outstanding of service tax on account of any dispute, are as follows:

Name of the statute	Nature of dues	Amount (₹in million)	Period to which the amount relates	Forum where dispute is pending
The Finance Act, 1994	Service Tax	40.98	FY 2009-10 and FY 2010-11	CESTAT Ahmedabad

      iii. Clause (viii)

The Company’s accumulated losses at the end of the financial year are less than fifty percent of its net worth. Further, the Company has incurred cash losses during the current year but has not incurred any cash loss during the preceding financial year.

g. Other qualifications included in the Annexure to the auditor's report on the Financial Statements, a statement on certain matters specified in the Companies (Auditors Report) Order, 2003, for the years ended March 31, 2014, 2013, 2012 and 2011, which do not require any corrective adjustment in the financial information, are as follows:

1. For the financial year ended March 31, 2014

i. Clause (vii)

During the year, no internal audit was carried out and accordingly, we are unable to comment on the internal audit system.

ii. Clause (ix)(a)

Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities *though there has been a slight delay in few cases*. According to the information and explanation given to us there are no dues payable on account of Investors Education and Protection Fund, Employee’s State Insurance, custom duty, excise duty and cess during the year.

iii. Clause (ix)(c)

According to the records of the Company, the dues outstanding of service tax on account of any dispute, is as follows:

Nature of the Statute	Nature of the Dues	Amount (₹ in million)	Period to which amount relates	Forum where dispute is pending
The Finance Act, 1994	Service tax	40.98	FY 2009-10 and FY 2010-11	Appeal filed with CESTAT Ahmedabad

iv. Clause (xvii)

According to the information and explanations given to us and on an overall examination of the balance sheet of the Company, *we report that funds amounting to ₹ 2,980.68 million raised on short term basis in the form of unsecured loan from related party and have been used for investment in equity shares and sub-ordinate debts to its subsidiaries and associate as promoter’s contributions*.

2. For the financial year ended March 31, 2013

i. Clause (vii)

During the year, no internal audit was carried out and accordingly, we are unable to comment on the internal audit system.

ii. Clause (ix)(a)

Undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities *though there has been a slight delay in cases of provident fund, professional tax and tax deducted at source on professional fees*. According to the information and explanation given to us there are no dues payable on account of Investors Education and Protection Fund, Employee's State Insurance, custom duty, excise duty and cess during the year.

iii. Clause (ix)(c)

According to the records of the Company, the dues outstanding of service tax on account of any dispute, is as follows:

Nature of the Statute	Nature of the Dues	Amount (₹ in million)	Period to which amount relates	Forum where dispute is pending
The Finance Act, 1994	Service tax	43.48*	FY 2009-10 and FY 2010-11	In process of filing appeal with CESTAT Ahmedabad

* Order received on May 10, 2013

3. For the financial year ended March 31, 2012

i. Clause (vii)

During the year, no internal audit was carried out and accordingly, we are unable to comment on the internal audit system.

4. For the financial year ended March 31, 2011

i. Clause (vii)

The Company does not have an internal audit system.

ii. Clause (ix)(a)

The Company is regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income tax, sales tax, service tax, cess and other material statutory dues applicable to it *though there has been delay in deposit of service tax amounting to ₹ 24.20 million which has been deposited along with interest after significant period of delay.*

Further, since the Central Government has till date not prescribed the amount of cess payable under section 441A of the Companies Act, 1956, we are not in a position to comment upon regularity or otherwise of the Company in depositing the same.

7. We have not audited any financial statements of the Company as of any date or for any period subsequent to March 31, 2015. Accordingly, we express no opinion on the financial position, results of operations or cash flows of the Company as of any date or for any period subsequent to March 31, 2015.

Other Financial Information:

8. At the Company's request, we have also examined the following unconsolidated financial information proposed to be included in the offer document, prepared by the management and approved by the Board of Directors of the Company and annexed to this report relating to the Company as at and for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011:

(i) Restated Unconsolidated Statement of Share Capital, enclosed as Annexure VI
(ii) Restated Unconsolidated Statement of Reserves and Surplus, enclosed as Annexure VII
(iii) Restated Unconsolidated Statement of Long term borrowings, enclosed as Annexure VIII
(iv) Restated Unconsolidated Statement of Long term Provisions, enclosed as Annexure IX
(v) Restated Unconsolidated Statement of Short term borrowings, enclosed as Annexure X
(vi) Restated Unconsolidated Statement of Trade Payables, enclosed as Annexure XI
(vii) Restated Unconsolidated Statement of Other Current Liabilities, enclosed as Annexure XII
(viii) Restated Unconsolidated Statement of Short term Provisions, enclosed as Annexure XIII
(ix) Restated Unconsolidated Statement of Tangible Fixed Assets, enclosed as Annexure XIV

(x) Restated Unconsolidated Statement of Non-Current Investments, enclosed as Annexure XV
(xi) Restated Unconsolidated Statement of Long term Loans and Advances, enclosed as Annexure XVI
(xii) Restated Unconsolidated Statement of Other Non-Current Assets, enclosed as Annexure XVII
(xiii) Restated Unconsolidated Statement of Current Investments, enclosed as Annexure XVIII
(xiv) Restated Unconsolidated Statement of Trade Receivables, enclosed as Annexure XIX
(xv) Restated Unconsolidated Statement of Cash and Bank Balances, enclosed as Annexure XX
(xvi) Restated Unconsolidated Statement of Short term Loans and Advances, enclosed as Annexure XXI
(xvii) Restated Unconsolidated Statement of Other Current Assets, enclosed as Annexure XXII
(xviii) Restated Unconsolidated Statement of Revenue from Operations, enclosed as Annexure XXIII
(xix) Restated Unconsolidated Statement of Other Income, enclosed as Annexure XXIV
(xx) Restated Unconsolidated Statement of Operating Expenses, enclosed as Annexure XXV
(xxi) Restated Unconsolidated Statement of Employee Benefits Expense, enclosed as Annexure XXVI
(xxii) Restated Unconsolidated Statement of Other expenses, enclosed as Annexure XXVII
(xxiii) Restated Unconsolidated Statement of Finance Costs, enclosed as Annexure XXVIII
(xxiv) Restated Unconsolidated Statement of Related Party Transactions As per Accounting Standard 18 Related Party Disclosures, enclosed as Annexure XXIX
(xxv) Restated Unconsolidated Statement of Contingent Liabilities and Commitments, enclosed as Annexure XXX
(xxvi) Restated Unconsolidated Statement of Accounting Ratios, enclosed as Annexure XXXI
(xxvii) Restated Unconsolidated Statement of Segment Information, enclosed as Annexure XXXII
(xxviii) Restated Unconsolidated Summary Statement of Dividend, enclosed as Annexure XXXIII
(xxix) Statement of Tax Shelter, enclosed as Annexure XXXIV
(xxx) Capitalisation Statement, enclosed as Annexure XXXV

9. In our opinion, the financial information as disclosed in the annexures to this report, read with the respective significant accounting policies and notes disclosed in Annexure V, and after making adjustments and re-groupings as considered appropriate and disclosed in Annexure IV, have been prepared in accordance with the provisions of the Act and the Regulations.

10. This report should not be in any way construed as a reissuance or redating of any of the previous audit reports issued by us or by other firm of Chartered Accountants, nor should this report be construed as a new opinion on any of the financial statements referred to herein.

11. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

12. This report is intended solely for use of the management and for inclusion in the Offer Document in connection with the proposed IPO of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

For S. R. B. C. & Co. LLP
Chartered Accountants
ICAI Firm Registration No.:324982E

per Arpit K. Patel
Partner
Membership Number: 34032
Place: Ahmedabad
Date: August 14, 2015

For Manubhai & Shah
Chartered Accountants
ICAI Firm Registration No.: 106041W

per K. C. Patel
Partner
Membership Number: 30083
Place: Ahmedabad
Date: August 14, 2015

Sadbhav Infrastructure Project Limited

Annexure: I

Restated Unconsolidated Summary Statement of Assets and Liabilities

(₹in Million)

		Annexure No.	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
I	**Equity and Liabilities**						
(1)	**Shareholders' Funds**						
	(a) Share Capital	VI	3,109.63	282.58	282.58	264.23	264.23
	(b) Reserves and Surplus	VII	5,326.29	8,014.71	8,006.61	6,659.71	6,400.44
			8,435.92	**8,297.29**	**8,289.19**	**6,923.94**	**6,664.67**
(2)	**Non-Current Liabilities**						
	(a) Long-Term Borrowings	VIII	7,331.56	2,550.00	2,550.00	650.00	-
	(b) Long- term Provisions	IX	0.77	0.49	0.39	0.63	0.47
			7,332.33	**2,550.49**	**2,550.39**	**650.63**	**0.47**
(3)	**Current Liabilities**						
	(a) Short-Term Borrowings	X	4,887.49	4,163.06	925.61	597.88	-
	(b) Trade Payables	XI	282.76	216.97	175.39	111.68	1.72
	(c) Other Current Liabilities	XII	1,102.93	675.70	353.14	554.34	514.07
	(d) Short-Term Provisions	XIII	0.03	0.03	-	16.73	11.19
			6,273.21	**5,055.76**	**1,454.14**	**1,280.63**	**526.98**
	Total		**22,041.46**	**15,903.54**	**12,293.72**	**8,855.20**	**7,192.12**
II	**Assets**						
(1)	**Non-current assets**						
	(a) Fixed Assets	XIV	12.84	14.07	15.21	16.50	0.13
	(b) Non- Current Investments	XV	4,143.58	3,133.16	2,100.00	1,944.02	1,092.84
	(c) Deferred Tax Assets (net)		-	0.22	0.15	0.09	-
	(d) Long-Term Loans and Advances	XVI	13,528.37	10,394.94	8,305.99	5,656.36	3,681.91
	(e) Other Non-Current Assets	XVII	482.40	329.05	211.63	103.76	39.40
			18,167.19	**13,871.44**	**10,632.98**	**7,720.73**	**4,814.28**
(2)	**Current assets**						
	(a) Current investments	XVIII	-	-	10.03	0.08	45.74
	(b) Trade Receivables	XIX	408.42	597.79	114.33	76.43	34.25
	(c) Cash and Bank Balances	XX	36.08	10.81	0.22	4.75	1.35
	(d) Short-term loans and advances	XXI	3,116.84	1,370.91	1,232.48	1,053.21	2,252.90
	(e) Other Current Assets	XXII	312.93	52.59	303.68	-	43.60
			3,874.27	**2,032.10**	**1,660.74**	**1,134.47**	**2,377.84**
	Total		**22,041.46**	**15,903.54**	**12,293.72**	**8,855.20**	**7,192.12**

Notes:

1. The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV & V.

As per our report of even date

For S. R. B. C. & Co. LLP	**For Manubhai & Shah**	**For and on behalf of the Board of Directors of**	
Chartered Accountants	**Chartered Accountants**	**Sadbhav Infrastructure Project Limited**	
ICAI Firm Registration No.: 324982E	**ICAI Firm Registration No.: 106041W**		
		Mr. Vasistha Patel	**Mr. Vishnubhai Patel**
		Managing Director	**Director**
Arpit K. Patel	**K. C Patel**		
Partner	**Partner**		
Membership No.: 34032	**Membership No.: 30083**	**Mr. Gaurav Vesasi**	**Mr. Varun Mehta**
		Company Secretary	**Chief Financial Officer**
Place: Ahmedabad	**Place: Ahmedabad**	**Place: Ahmedabad**	
Date: August 14, 2015	**Date: August 14, 2015**	**Date: August 14, 2015**	

Sadbhav Infrastructure Project Limited

Annexure: II

Restated Unconsolidated Summary Statement of Profits and Losses

(₹in Million)

	Annexure No.	Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
Revenue from Operations	XXIII	701.07	911.74	899.22	739.11	153.39
Other income	XXIV	371.98	246.57	267.62	215.50	183.57
Total Revenue		**1,073.05**	**1,158.31**	**1,166.84**	**954.61**	**336.96**
Expenses						
Operating Expenses	XXV	493.57	461.45	741.05	417.29	-
Employee benefits expense	XXVI	42.37	29.57	12.01	6.49	5.65
Other expenses	XXVII	109.45	106.08	31.64	100.58	65.31
		645.39	**597.10**	**784.70**	**524.36**	**70.96**
Restated Profit before Finance costs, depreciation and amortisation and tax expense		**427.66**	**561.21**	**382.14**	**430.25**	**266.00**
Finance costs	XXVIII	1,037.52	526.77	214.22	42.45	34.89
Depreciation	XIV	1.29	1.14	1.29	0.55	-
Restated Profit / (Loss) before tax		**(611.15)**	**33.30**	**166.63**	**387.25**	**231.11**
Tax expense:						
(a) Current Tax		-	25.28	50.36	127.89	77.16
(b) Deferred Tax - Charge/ (Credit)		0.22	(0.08)	(0.05)	(0.09)	(0.27)
Total Tax Expense		**0.22**	**25.20**	**50.31**	**127.80**	**76.89**
Restated Net Profit/(Loss) after tax		**(611.37)**	**8.10**	**116.32**	**259.45**	**154.22**

Notes:

1. The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV & V.

As per our report of even date

For S. R. B. C. & Co. LLP

Chartered Accountants
ICAI Firm Registration No.: 324982E

Arpit K. Patel
Partner
Membership No.: 34032

For Manubhai & Shah

Chartered Accountants
ICAI Firm Registration No.: 106041W

K. C Patel
Partner
Membership No.: 30083

For and on behalf of the Board of Directors of
Sadbhav Infrastructure Project Limited

Mr. Vasistha Patel
Managing Director

Mr. Vishnubhai Patel
Director

Mr. Gaurav

Mr. Varun Mehta

		Vesasi Company Secretary	Chief Financial Officer
Place: Ahmedabad Date: August 14, 2015	Place: Ahmedabad Date: August 14, 2015	Place: Ahmedabad Date: August 14, 2015	

Sadbhav Infrastructure Project Limited

Annexure: III

Restated Unconsolidated Summary Statement of Cash Flows

(₹in Million)

Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
(A)	**Cash flows from operating activities Restated Profit / (Loss) before tax Adjustments for:**					
	Restated Profit / (Loss) before tax	**(611.15)**	**33.30**	**166.63**	**387.25**	**231.11**
	Adjustments for:					
	Depreciation and amortisation	1.29	1.14	1.29	0.55	-
	Finance Costs	1,037.52	526.77	214.22	42.45	34.89
	Dividend income	-	(0.03)	(11.87)	(3.22)	(8.21)
	Gain on sale of Investments (net)	(0.04)	(0.26)	(4.71)	(0.37)	(0.04)
	Interest income	(371.85)	(246.28)	(250.80)	(211.86)	(175.32)
	Provision for Dimunition in value of Non-Current Investments	-	0.37	-	-	-
	Waiver of Sub ordinate debt	-	66.02	-	-	-
	Sundry Creditors write back	(0.09)	-	-	-	-
	Trade Receivables written off	-	-	0.41	10.92	-
	Operating Profit before working capital changes	**55.68**	**381.03**	**115.17**	**225.72**	**82.43**
	Adjustments for:					
	Decrease/(Increase) in trade receivables	189.37	(483.46)	(38.30)	(53.11)	(34.25)
	Decrease/(Increase) in Long term Loans and Advances	18.84	(76.64)	(14.36)	2.97	(4.71)
	Decrease/(Increase) in Short term Loans and Advances	2.40	10.63	85.24	(132.62)	43.13
	Decrease/(Increase) in other current assets	12.37	289.02	(301.38)	43.60	-
	Increase/(Decrease) in trade payables	65.88	41.58	63.71	109.96	(46.06)
	Increase/(Decrease) in other liabilities	(98.88)	111.29	(199.61)	11.60	(1.05)
	Increase/(Decrease) in long term provisions	0.28	0.10	(0.24)	0.16	0.47
	Increase/(Decrease) in short term provisions	-	0.03	-	-	-
	Cash generated/ (used) from/in operations	**245.94**	**273.58**	**(289.77)**	**208.28**	**39.96**
	Direct taxes paid (net)	(42.05)	(80.73)	(83.43)	(126.29)	(59.44)
	Net cash generated / (used) from / in operating activities	**203.89**	**192.85**	**(373.20)**	**81.99**	**(19.48)**
(B)	**Cash flows from investing activities**					
	Purchase of tangible assets, Increase in Capital Work-in-Progress and Capital Advances	(0.05)	(0.15)	(3.32)	(1.68)	(11.95)

Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	Purchase of Land	(2.88)	-	-	-	-
	Purchase of Units of Mutual Fund	(29.50)	(244.24)	(3,580.57)	(1,144.80)	(3,588.03)
	Proceeds from sale of Units of Mutual Fund	29.54	254.54	3,575.33	1,190.83	3,543.14
	Dividend received	-	0.03	11.87	3.22	8.21
	Loans Given to third parties	(248.80)	(170.00)	-	-	-
	Loans given to related parties	(2,904.52)	(1,748.89)	(3,275.06)	(1,672.07)	(4,653.27)
	Loans received back from related parties	313.92	1,769.84	3,010.53	2,762.21	2,505.75
	Sub-Ordinate Debt Given	(3,786.52)	(2,828.21)	(3,523.69)	(1,900.72)	(2,136.60)
	Sub-Ordinate Debt received back	1,584.22	545.85	950.00	-	-
	Investments in bank deposits (having original maturity of more than three months)	(21.08)	-	-	-	-
	Investment in share of subsidiary companies	(477.43)	(1,033.53)	(154.19)	(791.87)	(1,090.35)
	Investment in share of associate companies	-	-	-	(57.28)	-
	Purchase /refund of non-current investments (including share application money and advance against share purchase)	(127.01)	259.49	(46.85)	155.40	(822.79)
	Interest received	100.15	90.94	140.62	147.49	135.93
	Net cash used in investing activities	**(5,569.96)**	**(3,104.33)**	**(2,895.33)**	**(1,309.27)**	**(6,109.96)**
(C)	**Cash Flows from financing activities**					
	Proceeds from issuance of share capital	-	-	18.35	-	263.73
	Proceeds from securities premium on issuance of share capital	-	-	1,231.65	-	6,338.08
	Share issue expenses/ Initial Public Offer Expenses	(66.18)	-	(1.25)	-	(100.47)
	Proceeds from long-term borrowings	4,900.01	-	1,900.00	650.00	-
	Proceeds from short-term borrowings	5,847.23	5,038.93	327.73	1,432.48	1,387.53
	Repayments of short-term borrowings	(4,343.24)	(1,801.47)	-	(834.60)	(1,723.85)
	Finance Costs	(967.56)	(315.39)	(212.48)	(17.20)	(34.89)
	Net cash generated from financing activities	**5,370.26**	**2,922.07**	**3,264.00**	**1,230.68**	**6,130.13**
	Net increase/(decrease) in cash and cash equivalents (A+B+C)	**4.19**	**10.59**	**(4.53)**	**3.40**	**0.69**
	Cash and cash equivalents at beginning of the year	10.81	0.22	4.75	1.35	0.66
	Cash and cash equivalents at end of the year	**15.00**	**10.81**	**0.22**	**4.75**	**1.35**

Notes:

(i) Components of cash and cash equivalents:

Particulars	March 31,2015	March 31,2014	March 31,2013	March 31,2012	March 31,2011
Cash on hand	0.46	-	0.02	0.05	0.01
Balances with scheduled banks:					
- In current accounts	14.54	10.81	0.20	4.70	1.34
Cash and cash equivalents (Refer Note XX)	**15.00**	**10.81**	**0.22**	**4.75**	**1.35**
	-	(0.00)	0.01	(0.00)	-

(ii) During the year ended March 31, 2015, short term loan of ₹779.56 million from Sadbhav Engineering Limited (SEL) was converted into long term loan and accordingly, the same is not considered for the purpose of cashflows movement.

(iii) The cash flow statement has been prepared under indirect method as per Accounting Standard -3 "Cash Flow Statement".

(iv) The above cashflow does not include non cash items.

(v) Figures in brackets represent outflows.

(vi) The above statement should be read with notes to restated unconsolidated summary statement of assets and liabilities, profit and loss and cash flows appearing in Annexure IV and V.

As per our report of even date

For S. R. B. C. & Co. LLP

Chartered Accountants
ICAI Firm Registration No.: 324982E

Arpit K. Patel
Partner
Membership No.: 34032

Place: Ahmedabad
Date: August 14, 2015

For Manubhai & Shah

Chartered Accountants
ICAI Firm Registration No.: 106041W

K. C Patel
Partner
Membership No.: 30083

Place: Ahmedabad
Date: August 14, 2015

For and on behalf of the Board of Directors of
Sadbhav Infrastructure Project Limited

Mr. Vasistha Patel
Managing Director

Mr. Vishnubhai Patel
Director

Mr. Gaurav Vesasi
Company Secretary

Mr. Varun Mehta
Chief Financial Officer

Place: Ahmedabad
Date: August 14, 2015

Sadbhav Infrastructure Project Limited

ANNEXURE IV

Notes on Material Adjustments

The summary of results of restatement made in the audited unconsolidated financial statements for the respective years and its impact on the profit of the Company is as follows:

(₹in Million)

Sr. No.	Particulars	March 31, 2015	March 31, 2014	March 31, 2013	March 31, 2012	March 31, 2011
(a)	Net Profit / (Loss) after tax as per audited financial statements	(632.68)	6.11	117.08	259.20	154.36
(b)	**Adjustments to net profit as per audited financial statements:**					
	Waiver of Interest on Sub Ordinate Debt given to subsidiary - (Note 1)	-	22.65	-	-	-
	Total adjustments before tax	-	22.65	-	-	-
(c)	Restated Profit/(Loss) before tax (a+b)	(632.68)	28.76	117.08	259.20	154.36
(d)	Total current tax adjustment of earlier years (Note 2)	21.31	(20.66)	(0.76)	0.25	(0.14)
(e)	Restated Net Profit/(Loss) after tax (c+d)	(611.37)	8.10	116.32	259.45	154.22

Note 1 Interest on Sub Ordinate Debt

In the year 2013-14, Sadbhav Infrastructure Project Limited ("the Company") waived off interest accrued but not due of ₹22.65 Million due from Maharashtra Border Check Post Network Limited which was accrued in the year 2009-10. Due to this the Company has adjusted ₹22.65 Million to opening balance of net surplus in statement of Profit and loss as on April 1, 2010 as the interest accrued in the financial year 2009-10. No Interest was accounted for subsequent period.

Note 2 Total current tax adjustment of earlier years

As a result of the adjustments to profit and loss account of respective years the current tax has changed in the restated financial as per following table:

(₹in Million)

Particulars	For the year ended				
	March 31, 2015	March 31, 2014	March 31, 2013	March 31, 2012	March 31, 2011
Increase / (Decrease) in profit due to Income Tax adjustment:	21.31	(20.66)	(0.76)	0.25	(0.14)

Note 3 Restatement adjustments made in the audited opening balance figure in the net surplus in the Statement of Profit and Loss for the year ended March 31, 2011

Particulars	₹in Million
Net Surplus/(Deficit) in the Statement of Profit and Loss as at April 1, 2010 as per audited financial statements	34.78
Adjustment:	
Waiver of Interest of Sub ordinate debt given to subsidiary (Refer note 1 above)	(22.65)
Miscellaneous expenditure written off (Refer note 4 below)	(3.52)
Net Surplus/(deficit) in the Statement of Profit and Loss as at April 1, 2010	8.61

Particulars	₹in Million
as restated	

Note 4 Impact of Miscelleaneous Expenditure written off adjusted from opening reserves

In the year 2008-09, the Company had incurred pre-operative expenditure of ₹4.42 million towards issue of shares which was carried forward in balance sheet as Miscellaneous Expenditure. The Company had written off ₹0.90 Million to the statement of profit & loss in the year 2009-10 and balance ₹3.52 Million was adjusted from securities premium in the year 2010-11. However, this should have been charged off to the statement of profit & loss in the year of expenditure itself. Thus, the Company has adjusted ₹3.52 Million from the opening reserves as on April 1,2010 instead of Securities Premium account.

Note 5 Material Regrouping

Appropriate adjustments have been made in the Restated Unconsolidated Summary Statements of Assets and Liabilities, Profit and Losses and Cash Flows, wherever required, by a reclassification of the corresponding items of income, expenses, assets, liabilities and cash flows in order to bring them in line with the groupings as per the audited financials of the Company as at March 31, 2015, prepared in accordance with Schedule III of Companies Act 2013 and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations, 2009 (as amended).

Non Adjusting Items:

Note 6 Certain qualifications in the Companies (Auditors Report) Order, 2003, Annexure to the Auditor's report on the financial statements for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011 which do not require any quantitative adjustment in the restated unconsolidated summary statements are as follows:

(a) there was no internal audit carried out during the financial years ended March 31, 2014, 2013, 2012, and 2011

(b) there were outstanding dues of service tax on account of dispute for the years ended March 31, 2014 and 2013.

(c) in case of undisputed statutory dues including provident fund, income-tax, sales-tax, service tax and cess, there have been slight delays in deposit in a few cases during the years ended March 31, 2014 and 2013 and during the year ended March 31, 2011, there has been delay in deposit of service tax.

(d) The funds raised on short term basis have been used for long term purposes during the year ended March 31, 2014.

(e) The Company's accumulated losses at the end of the financial year are less than fifty percent of its networth. Further, the Company has incurred cash losses during the current year but has not incurred any cash loss during the preceding financial year.

Note 7 Application of Revised Schedule VI

During the year ended March 31, 2012, Revised Schedule VI notified under the Companies Act, 1956, has become applicable to the Company for preparation and presentation of its financial statements. The adoption of Revised Schedule VI does not impact recognition and measurement principles followed for preparation of financial statements. However, it has significant impact on presentation and disclosures made in the financial statements. The Company has also reclassified the figures for the years ended March 31, 2011 and 2010 in accordance with the requirements applicable for the year ended March 31, 2012.

Sadbhav Infrastructure Project Limited

Annexure V

Notes to Restated Unconsolidated Summary Statement of Assets and Liabilities, Statement of Profit and Loss and Statement of Cash Flows

A Corporate Information:

Sadbhav Infrastructure Project Limited ("the Company" or "SIPL") is engaged in development, construction as well as operation & maintenance of infrastructure projects and related consulting and advisory services. The Company undertakes development of infrastructure projects directly or indirectly through Special Purpose Vehicles (SPVs) as per the concession agreements in the form of subsidiaries, jointly controlled entities and associates.

The Company is a subsidiary of Sadbhav Engineering Limited ("SEL"), a listed company, engaged in providing engineering, procurement and construction services ("EPC") in the road and other infrastructure projects.

In terms of Reserve Bank of India directive with regards to Systematically Important Core Investment Companies (Reserve Bank) Directions 2011, the Company is not required to be registered with Reserve Bank of India as on March 31, 2015 based on eligibility criteria.

B Basis of preparation:

The Restated Unconsolidated Summary Statement of Assets and Liabilities of the Company as at March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012, and March 31, 2011 and the related Restated Unconsolidated Summary Statement of Profits and Losses and Cash Flows Statement for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012, and March 31, 2011 (herein collectively referred to as 'Restated Unconsolidated Summary Statements') have been compiled by the management from the Unconsolidated financial statements of the Company for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011.

The Restated Unconsolidated Financial Statements of the Company have been prepared in accordance with the generally accepted accounting principles in India (Indian GAAP). The company has prepared these Unconsolidated Financial Statements to comply in all material respects with the accounting standards specified under section 133 of the Companies Act, 2013, read with rule 7 of the Companies (Accounts) Rules, 2014 (Unconsolidated financial statements up to March 31,2014 comply with accouting standards specified under Companies Act 1956, which are similar to accouting standards specified under section 133 of the Companies Act,2013) and other accounting principles generally accepted in India. The Unconsolidated Financial Statements have been prepared under the historical cost convention on an accrual basis. The accounting policies have been consistently applied by the company and are consistent with those used for the purpose of preparation of financial statements for the year ended March 31, 2015.

Restated Unconsolidated Summary Statements have been prepared specifically for inclusion in the offer document to be filed by the Company with the Securities and Exchange Board of India ('SEBI') and Registrar of Companies (ROC) in connection with its proposed Initial Public Offering.

These Restated Unconsolidated Summary Statements of assets and liabilities, profits and losses and cash flows have been prepared to comply in all material respects with the requirements of Sub-clause (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Companies Act, 2013 read with rules 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 ("the SEBI Guidelines") issued by SEBI on August 26, 2009 as amended from time to time.

C Significant Accounting Policies:

(a) Use of Estimates:

The preparation of financial statements in conformity with Indian GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period. Although these estimates are based on management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

(b) Tangible Fixed Assets

Tangible fixed assets acquired by the Company are stated at cost less accumulated depreciation and impairment losses, if any. Direct cost comprises of all expenditure of capital in nature attributable to bringing the tangible asset to working condition for its intended use and incidental expenses including interest relating to acquisition, until fixed assets are ready to be put to use.

(c) Depreciation on tangible fixed assets:

Upto March 31, 2014, the depreciation on Tangible Assets is provided using the Written Down Value method at rates prescribed under Schedule XIV to the Companies Act, 1956 and with effect from April 1, 2014, the depreciation is provided based on useful life prescribed under Schedule II of the Companies Act 2013. In respect of fixed assets purchased during the year, depreciation is provided on a pro-rata basis from the date on which such asset is ready to be put to use. All categories of assets costing less than ₹5,000 each are fully depreciated in the year of purchase.

(f) Impairment of Assets:

(i) The company assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an assets net selling price and its value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

(ii) The company's impairment tests of investments are based on value in use. The company has used estimates and expected future cash flow of projects in respective SPVs which generally covers period of the concession agreement using long term growth rate applied to future cash flows.

(iii) After impairment, depreciation/ amortisation is provided on the revised carrying amount of the asset over its remaining useful life.

(g) Revenue Recognition:

Income is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. The following are specific recognition criteria must also be met before income is recognized;

Income from sale of services:

Revenue in respect of arrangements made for rendering services over specific contractual term is recognized on a straight line basis over the contractual term of the arrangement. In respect of arrangements, which provide for an upfront payment followed by additional payments as certain conditions are met (milestone payments), the amount of revenue recognized is based on the services delivered in the period as stated in the contract. In respect of arrangements where fees for services rendered are success based, revenue is recognized only when the factors on which the fee is based, actually occurs.

Contractual Income:

Contract revenue and costs associated with project related activities is recognized as by reference to the stage of completion of the projects at the reporting date. The stage of completion of a project is determined by the proportion that the contract cost incurred for work performed up to the reporting date bears to the estimated total contract costs.

Any excess revenue recognized in accordance with the stage of completion of the project, in comparison to the amounts billed to the clients in accordance with the milestones completed as per the respective project, is carried forward as "Unearned Revenue".

Any short revenue recognized in accordance with the stage of completion of the project, in comparison to the amounts billed to the clients in accordance with the milestones completed as per the respective project, is carried forward as "Unbilled Revenue".

An expected loss on construction contract is recognized as an expense immediately when it is certain that total contract costs will exceed the total contract revenue.

Price escalation and other claims and/or variation in the contract work are included in contract revenue only when it is probable that customer will accept the claim and the amount that is probable will be accepted by the customer can be measured reliably.

Dividend:

Income is recognized when the shareholders' right to receive payment is established by the reporting date.

Interest:

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head "other income" in the statement of profit and loss.

(h) Foreign Currency Transactions

(i) Initial Recognition:

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

(ii) Conversion:

Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items, which are measured in terms of historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction.

(iii) Exchange Difference:

The company accounts for exchange differences arising on translation/ settlement of foreign currency monetary items as below:

- Exchange differences arising on long-term foreign currency monetary items related to acquisition of a fixed asset are capitalized and depreciated over the remaining useful life of the asset.
- Exchange differences arising on other long-term foreign currency monetary items are accumulated in the "Foreign Currency Monetary Item Translation

Difference Account" and amortized over the remaining life of the concerned monetary item.

- All other exchange differences are recognized as income or as expenses in the period in which they arise.

(i) Investments:

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

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties.

Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value is made to recognize a decline other than temporary in the value of the investments.

On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

(j) Employee Benefits:

(i) Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when an employee renders the related services. The company has no obligation, other than the contribution payable to the provident fund.

(ii) The company operates one defined benefit plan for its employees, viz., gratuity liability. The costs of providing benefits under this plan are determined on the basis of actuarial valuation at each year-end. Actuarial valuation is carried out using the projected unit credit method made at the end of each reporting date. Actuarial gains and losses for the defined benefit plans are recognized in full in the year in which they occur in the statement of profit and loss.

(iii) Compensated absences which accrue to employees and which is expected to be utilized or encashed within the next 12 months from reporting date, is treated as short-term employee benefit. The company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date. As per Company policy, no leave are expected to be carried forward beyond 12 months from the reporting date.

(l) Leases :

Where the Company is the lessee

Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognized as an expense in the statement of profit and loss on a straight-line basis over the lease term.

(m) Taxes on Income:

(i) Tax expense comprises of current and deferred tax. Current income tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-tax Act, 1961 enacted in India. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

(ii) Deferred income taxes reflect the impact of timing differences between taxable income and accounting income originating during the current year and reversal of timing differences for the earlier years. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

(iii) Deferred tax liabilities are recognized for all taxable timing differences. Deferred tax assets are recognized for deductible timing differences only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized. In situations where the Company has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognized only if there is virtual certainty supported by convincing evidence that they can be realized against future taxable profits.

The carrying amount of deferred tax assets are reviewed at each reporting date. The company writes-down the carrying amount of a deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realized. Any such write-down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

(n) Borrowing costs

Borrowing cost includes interest and amortization of ancillary costs incurred in connection with the arrangement of borrowings and premium payable on redemptions and discount on issue of debenture.

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective asset. All other borrowing costs are expensed in the period they occur.

(o) Segment Reporting

Identification of segments

The Company's operating businesses are organized and managed separately according to the nature of services provided, with each segment representing a strategic business unit that offers different services, the risk return profile of individual business unit, the organizational structure and internal reporting system of the company. The analysis of geographical segments is not required as the company's operations are within single geographical segment i.e. India.

Allocation of common costs

Common allocable costs are allocated to each segment according to the relative contribution of each segment to the total common costs.

Unallocated items

Unallocated items include general corporate income and expense items, which are not allocated to any business segment. Assets and liabilities (including investments made in infrastructure projects through special purpose vehicle) that cannot be allocated between the segments are shown as a part of unallocated corporate assets and liabilities respectively.

Segment Policies

The company prepares its segment information in conformity with the accounting policies adopted for preparing and presenting the financial statements of the company as a whole.

(p) Provisions, Contingent Liabilities and Contingent Assets:

(i) A provision is recognised when the Company has a present obligation as a result of past event; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are not discounted to its present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

(ii) Contingent Liabilities are not recognized but are disclosed in the notes. Contingent Assets are neither recognized nor disclosed in the financial statements.

(q) Cash and Cash Equivalent:

Cash and cash equivalents for the purpose of cash flow statement comprise cash at bank (including demand deposits) and in hand and short term investments with an original maturity of three months or less.

(r) Earnings per share:

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting preference share dividends and attributable taxes) by the weighted average number of equity shares outstanding during the period.

For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

(s) Measurement of EBITDA:

As permitted by the Guidance Note on the Revised Schedule VI to the Companies Act, 1956, the company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the statement of profit and loss. The company measures EBITDA on the basis of profit/ (loss) from continuing operations. In its measurement, the company does not include depreciation and amortization expense, finance costs and tax expenses.

Sadbhav Infrastructure Project Limited

Annexure: VI

Restated Unconsolidated Statement of Share Capital

(₹in Million, other than figures in brackets)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Authorised					
Equity Shares of ₹10/- each	4,030.00	300.00	300.00	300.00	300.00
	(40,30,00,000)	(3,00,00,000)	(3,00,00,000)	(3,00,00,000)	(3,00,00,000)
0.01% Compulsory Convertible Cumulative Preference Shares (CCCPS) of ₹10/- each	-	30.00	30.00	30.00	30.00
	-	(30,00,000)	(30,00,000)	(30,00,000)	(30,00,000)
	4,030.00	**330.00**	**330.00**	**330.00**	**330.00**
Issued, Subscribed and Fully Paid Up					
Equity Shares of ₹10/- each	3,109.63	260.07	260.07	241.72	241.72
	(31,09,63,081)	(2,60,07,170)	(2,60,07,170)	(2,41,72,254)	(2,41,72,254)
			(Refer Note 3 below)		
0.01% Compulsory Convertible Cumulative Preference Shares (CCCPS) of ₹10/- each	-	22.51	22.51	22.51	22.51
	-	(22,50,774)	(22,50,774)	(22,50,774)	(22,50,774)
Total Issued , Subscribed and Paid Up	**3,109.63**	**282.58**	**282.58**	**264.23**	**264.23**

Notes

1 The figures in the bracket represent absolute number of shares.

2 Terms/rights attached to equity shares:

(i) The Company has only one class of equity shares having par value of ₹10/- per share. Each holder of Equity shares is entitled to one vote per share.

(ii) In the event of liquidation of the Company, the holders of equity shares shall be entitled to receive any of the remaining assets of the Company, after distribution of all preferential amounts. The amount distributed will be in proportion to the number of equity shares held by the shareholders.

3 In the financial year 2012-13, the Company issued additional 18,34,916 equity shares of ₹10 each to Sadbhav Engineering Limited on Preferential basis whereby outstanding equity shares of the Company increased to 2,60,07,170.

4 In the financial year 2014-15, the Company issued 28,26,93,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10 : 1 by utilizing ₹2,826.94 Million from Securities Premium Account as per the resolution of Board Meeting dated October 29, 2014.

5 In the financial year 2014-15, compulsory Convertible Cumulative Preference Shares (‘CCCPs’) were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 22,62,200 equity share against 22,50,774 CCCPS.

6 Terms of conversion of Compulsory Convertible Cumulative Preference Shares (CCCPS) upto Conversion in Equity

(i) Each CCCPS is convertible, at the option of the holder thereof at any time into such number of fully paid Equity Shares determined by dividing the Initial Purchase Price by the Conversion Price in effect at the time of conversion. However, each Preference Share shall automatically be converted into Equity Shares, at the then effective Conversion Price applicable to such Preference Share at the earlier of (i) the tenth anniversary of the Closing Date i.e. 23rd September 2010 and (ii) immediately prior to the closing of an initial public offering of the Equity Shares.

(ii) Each Preference Share holder is entitle to receive, out of funds legally available, Cumulative cash dividends at the rate of 0.01% per annum of the face value. The preference share holders have waived their right to receive dividend up to date of Conversion of CCCPS into equity shares.

7 In the financial year 2014-15, 1,100,950 Compulsory Convertible Debentures of ₹750 Million issued to Sadbhav Engineering Limited (CCDs') have been converted into one equity share as per Board Resolution dated October 22, 2014.

8 Shares held by holding company

Details of shares held by Sadbhav Engineering Limited - holding company and its nominees out of issued, subscribed and paid up equity capital as at the year end are as under:

Financial Year	No. of Shares Held	% of Holding
As at March 31, 2015	24,07,33,427	77.42%
As at March 31, 2014	2,18,84,856	84.15%
As at March 31, 2013	2,18,84,856	84.15%
As at March 31, 2012	2,00,49,940	82.95%
As at March 31, 2011	2,00,49,940	82.95%

9 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

10 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: VII

Restated Unconsolidated Statement of Reserves and Surplus

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Securities Premium Account					
Balance as per the last financial statements	7,468.01	7,468.01	6,237.61	6,237.61	-
Add: Premium on issue of shares (refer note no 3 below)	-	-	1,231.65	-	6,338.08
Add: Premium on Conversion of CCDs (refer note 4 below)	750.00	-	-	-	-
Less: Utilisation towards					
- Conversion of CCCPS into Equity Shares	(0.11)	-	-	-	-
- Issue of Bonus Shares	(2,826.94)	-	-	-	-
- Share Issue Expense	-	-	(1.25)	-	(100.47)
Closing Balance	**5,390.96**	**7,468.01**	**7,468.01**	**6,237.61**	**6,237.61**
Debenture Redemption Reserve					
Balance as per last year's financial statements	-	-	-	-	-
Add: Transferred from Statement of Profit and Loss during the year	109.21	-	-	-	-
Closing Balance	**109.21**	**-**	**-**	**-**	**-**
Surplus / (Deficit) in Statement of Profit and Loss					
Balance as per the last year financial statements	546.70	538.60	422.10	162.83	8.61
Add: Profit / (Loss) for the year	(611.37)	8.10	116.32	259.45	154.22
Less: Proposed dividend on Preference Shares (including Dividend Distribution Tax)	-	-	-	(0.18)	-
Add: Dividend on Preference Shares waived by the shareholders	-	-	0.18	-	-
Less: Transfer to Debenture Redemption Reserve during the year	(109.21)	-	-	-	-
Closing Balance	**(173.88)**	**546.70**	**538.60**	**422.10**	**162.83**
Total Reserves and Surplus	**5,326.29**	**8,014.71**	**8,006.61**	**6,659.71**	**6,400.44**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 During the financial year 2014-15, the Company issued 282,693,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10:1 by utilizing ₹2,826.94 Million from Securities Premium Account aggregating ₹2,826.94 Million as per resolution of Extra Ordinary General Meeting dated October 29, 2014.

4 1,100,950 unsecured 0.01% CCDs issued to Sadbhav Engineering Limited, holding company, aggregating ₹750 Million was converted into 1 Equity share as per Shareholders Agreement and the amount is transferred to Securities Premium Account.

5 Secrities Premium includes premium of ₹977.49 Million on issue of 0.01% CCCPS in Financial Year 2010-11.

Sadbhav Infrastructure Project Limited

Annexure: VIII

Restated Unconsolidated Statement of Long-Term Borrowings

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Debentures					
2,000 Redeemable, Non Convertible Debentures of ₹1,000,000 each (Secured)	2,000.00	-	-	-	-
Add: Accrued amount of Premium on Redemption	25.38	-	-	-	-
	2,025.38	-	-	-	-
1600 Redeemable, Non Convertible Debentures of ₹1,000,000 each (Secured)	1,600.00	-	-	-	-
Add: Accrued amount of Premium on Redemption	16.69	-	-	-	-
	1,616.69	-	-	-	-
1,405,405 Non Convertible Debentures of ₹1000 each (Secured)	1,405.41	-	-	-	-
Add: Accrued amount of Premium on Redemption	64.52	-	-	-	-
	1,469.93	-	-	-	-
1,100,950 Compulsory Convertible Debentures (CCD) of ₹681.23 each (Unsecured) ,refer note 5(D)	-	**750.00**	**750.00**	-	-
Total (A)	**5,112.00**	**750.00**	**750.00**	-	-
Term Loans (Secured)					
From Banks					
Rupee Loans					
Non-Current Portion	1,800.00	1,800.00	1,800.00	650.00	-
Current Maturities (Refer Annexure XII)	(360.00)	-	-	-	-
Total (B)	**1,440.00**	**1,800.00**	**1,800.00**	**650.00**	-
Interest Free Loan from Holding Company	779.56	-	-	-	-
(Unsecured)					
Total (C)	**779.56**	-	-	-	-
Total (A)+ (B)+ (C)	**7,331.56**	**2,550.00**	**2,550.00**	**650.00**	-

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as ‘Promoters’ and ‘Promoter Group Companies’ has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

Particulars	**As at March 31,2015**	**As at March 31,2014**	**As at March 31,2013**	**As at March 31,2012**	**As at March 31,2011**
Sadbhav Engineering Limited	779.56	750.00	750.00	-	-

5 The details in respect of long term borrowings are as under:

(A) 2,000 Redeemable Non-Convertible Debentures (NCDs):

(i) first ranking charge created on 10,71,198 Shares of the Company in the Rohtak Panipat Tollway Private Limited; (ii) the Corporate Guarantee by Sadbhav Engineering Limited (The Holding Company); (iii) first and exclusive mortgage over the Mortgaged Property, in accordance with the respective Security Documents.

Terms of repayment are as under:

Series of NCDs	**No. of NCDs oustanding as at March 31, 2015**	**Coupon Rate p.a %**	**Terms of Repayment**	**Earliest date of redemption**
Series A	800	0%	Bullet Repayment	April 26, 2018
Series B	500	11.75%	Bullet Repayment	April 13, 2020
Series C	700	5%	Bullet Repayment	April 13, 2020

The debenture holders at the end of Year 3 and Year 4 shall have the right to seek prepayment / early redemption of Series B and Series C debentures in whole or part or in such proportion as it may deem fit. Thereupon, the Company shall be obliged to prepay debentures in such manner that debentureholders may achieve the IRR at the rate of 11.75% on value of the debentures for which the Put option is exercised.

(B) 1,600 Redeemable , Non Convertible debentures (NCD) are secured by:

(i) an unconditional , irrevocable and continuing Corporate guarantee from Sadbhav Engineering Limited- holding company (SEL), covering the entire redemption amount. (ii) Pledge of 10,287,215 shares of SEL by Sadbhav Finstock Pvt. Ltd. (iii) Pledge of 67% of SPV shareholding i.e. DPTL. However, till the shares of DPTL are transferred in the name of SIPL, 56% of shares of ARRIL has been pledged. (iv) WCDL facility of to the extent of next repayment to be lien marked for the NCD to be obtained by the Company/ SEL and to be utilised only towards repayment of the NCD atleast 20 days before each redemption payment date for amount which are due in next 20 days.

Terms of repayment are as under:

Series of NCDs	**No. of NCDs outstanding as at March 31, 2015**	**Coupon Rate p.a %**	**Terms of Repayment**	**Earliest date of redemption**
Series I	480	9%	Bullet Repayment	April 18, 2018
Series II	480	9%	Bullet Repayment	April 18, 2019
Series III	640	9%	Bullet Repayment	November 18, 2019

The debenture holders at the end of Year 3 and Year 4 shall have the right to seek prepayment / early redemption of Series II and Series III debentures in whole or part or in such proportion as it may deem fit. Thereupon, the Company shall be obliged to prepay debentures in such manner that debentureholders may achieve the IRR at the rate of 12.14% on the value of debentures for which the Put option is exercised.

(C) 1,405,405 Redeemable Non Convertible debentures (NCD)

(i) Pledge of 19.46% shareholding in the company held by Sadbhav Engineering Limited (SEL) the holding Company. (ii) Pledge of 30% shareholding of Maharashtra Border Check Post Network Limited held by the Company and SEL. (iii) Unconditional and irrevocable corporate guarantee from SEL and personal guarantee from Promotor i.e. Mr. Vishnubhai M. Patel. (iv) Second charge by mortgage over all immovable property and hypothecation of all movable, tangible and intangible assets, receivable, cash and liquid investment of the Company. (v) All bank account & assignment of all contract, documents, insurance, clearances and interest of the Company.

NCD has been issued at discount.

NCD is having a floating interest rate carrying from 6% to 6.33% which is linked to benchmark rate to be reset on a quarterly basis and are repayable in 6 structured installments starting from July 1, 2017 and ending on April 5, 2020.

The Company shall have an option to repay the Facility at End of 4th year and 5th year with the condition that the Minimum Yield on the entire Facility will get revised upwards by 0.50% per annum and 0.25% per annum, respectively.

(D) Terms of 11,00,950 Compulsory Convertible Debentures up to Convesion of Equity Share:

During the year ended March 31, 2013, the Company had issued 11,00,950 unsecured 0.01% Compulsory Convertible Debentures (CCDs) of ₹681.23/- each to Sadbhav Engineering Limited (SEL) the holding company, which were convertible as under:

Each CCDs shall be automatically converted upon the earlier of (i) the final adjustment date as per shareholder’s agreements and (ii) the date of closing of an initial public offering of the Equity Shares (such date, the “Conversion Date”).

0.01% 1,100,950 Compulsory Convertible Debentures of ₹750 Million issued to Sadbhav Engineering Limited (CCDs’) have been converted into equity share as per Board Resolution dated October 22, 2014 . Pursuant to the conversion, the Company has issued 1 equity share against 11,00,950 CCDs.

(E) Term Loan from Bank availed by the Company :

The long term loan from the bank as at March 31, 2015 of ₹1,800 Million, (March 31, 2014 ₹1,800 Million) carries a floating interest rate ranging from 13.25% to 13.50%. The loan is repayable in 4 annual installments commencing after 48 months from the date of 1st disbursement i.e. 06 March 2012.

The term loan is secured by;

(i) A first charge on all movable assets including intangible assets, book debts and other receivables of the company.

(ii) First charge on all bank accounts of the company.

(iii) Corporate guarantee of Sadbhav Engineering Limited, Holding Company. The guarantee shall fall off in case the credit rating of the Company remains AA- for two consecutive years.

The Company has rights to pre-pay the loan amount before reset date (i.e. date falling at the end of 12 months from the date of first Disbursement and thereafter the date falling at the end of 12 months from the last Reset Date, as the case may be) along with prepayment premium. The Company needs to mandatory prepay the loan amount in case the Company receive proceeds from the (i) initial public offering of the Company, (ii) securitization of revenues of (a) the projects undertaken by the Company, and/or (b) project companies, that may be received by the Company; and (iii) disposal of assets of the projects or divestment of investments of the Company in the projects. In case of mandatory prepayment, the premium shall not be applicable if the above option is made on reset date.

(F) Interest Free Loan from Holding Company:

Pursuant to the conversion of CCCPS into equity shares, The Company has entered into a Memorandum of Understanding with SEL as on October 22, 2014 , whereby SEL has given a commitment to keep the loan balance of ₹779.56 Million in SIPL for a period of 11 years from the date of conversion of CCCPS.

Sadbhav Infrastructure Project Limited

Annexure: IX

Restated Unconsolidated Statement of Long-term Provisions

(₹in Million)

Particulars	As at March 31,2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Provision for:					
Employee Benefit-Gratuity	0.77	0.49	0.39	0.63	0.47
Total	**0.77**	**0.49**	**0.39**	**0.63**	**0.47**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: X

<u>Restated Unconsolidated Statement of Short Term Borrowings</u>

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Working Capital Demand Loan from Bank (Unsecured)	100.00	100.00	-	-	-
Loan from related parties (Unsecured) (Refer Note 4)	4,677.49	3,953.06	815.61	487.88	-
Interest free Loan - Others (Unsecured)	110.00	110.00	110.00	110.00	-
Total	**4,887.49**	**4,163.06**	**925.61**	**597.88**	**-**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Sadbhav Engineering Limited	4,664.11	3,747.30	544.11	187.88	-
Ahmedabad Ring Road Infrastructure Limited	13.38	205.76	271.50	300.00	-

The loan amount is repayable on call notice by the lender.

5 Details of security and repayment terms are as under:

(i) Working Capital Demand Loan facility from banks is secured against Corporate guarantee of Sadbhav Engineering Limited i.e. the Holding company.

(ii) The Working Capital Demand Loan is repayable within 90 days of borrowing and carrying interest of 11.65% p.a.

(iii) Loan from related parties carries interest from 9.75% to 11% p.a. and is repayable on demand.

(iv) Interest free loan from others is repayable on demand.

Sadbhav Infrastructure Project Limited

Annexure: XI

Restated Unconsolidated Statement of Trade Payables

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Micro, Small and Medium Enterprises (Refer Note 5 below)	-	-	-	-	-
Others	282.76	216.97	175.39	111.68	1.72
Total	**282.76**	**216.97**	**175.39**	**111.68**	**1.72**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
Sadbhav Engineering Limited	71.25	18.89	0.61	19.09	-
Rohtak Panipat Tollway Private Limited	-	0.01	-	-	-

5 Amount due to entities covered under Micro, Small and Medium Enterprises as defined in the Micro, Small, Medium Enterprises Development Act, 2006, have been identified on the basis of information available with the Company. There was no amount due to any such entities which needs to be disclosed.

Sadbhav Infrastructure Project Limited

Annexure: XII

Restated Unconsolidated Statement of Other Current Liabilities

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Current maturities of Long term borrowings (Refer Annexure VIII)	360.00	-	-	-	-
Advance from Customer	181.90	207.88	306.40	420.57	510.99
Interest accrued on borrowings	184.50	238.36	26.99	25.25	-
Payable towards Capital Expenditure	-	-	0.09	3.43	-
Unearned Revenue	129.94	200.87	-	62.49	-
Due to bank in current account (Cheques Overdrawn)	-	0.13	14.61	-	1.91
Statutory Dues	24.38	26.51	3.35	26.61	0.79
Employee Emoluments	2.21	1.95	1.70	0.94	0.38
Payable towards Equity share capital purchased in subsidiary (Refer note 6 of Annexure XV)	220.00	-	-	15.05	-
Total	**1,102.93**	**675.70**	**353.14**	**554.34**	**514.07**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/ Group Companies/Relatives of Promoters/Relatives of Directors.

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Maharashtra Border Check Post Network Limited	181.90	207.88	306.40	420.57	510.99
Sadbhav Engineering Limited	117.77	225.18	4.41	22.36	-
Ahmedabad Ring Road Infrastructure Limited	0.47	1.53	11.41	17.90	-

5 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XIII

Restated Unconsolidated Statement of Short-term Provisions

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Provision for Income Tax	-	-	-	16.55	11.19
Provision for proposed dividend on Preference Shares (including Dividend Distribution Tax)	-	-	-	0.18	-
Provision for Gratuity	0.03	0.03	-	-	-
Total	**0.03**	**0.03**	**-**	**16.73**	**11.19**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XIV

Restated Unconsolidated Statement of Tangible Fixed Assets

(₹in Million)

Particulars	Building-Residential Flat	Furniture Fixtures	Computer	Office Equipment	Total
Gross Block:					
As at April 1, 2010	-	-	-	-	-
Additions / (Deletion)	-	-	0.03	0.10	0.13
As at March 31, 2011	**-**	**-**	**0.03**	**0.10**	**0.13**
As at April 1, 2011	-	-	0.03	0.10	0.13
Additions / (Deletion)	13.48	3.43	-	-	16.91
As at March 31, 2012	**13.48**	**3.43**	**0.03**	**0.10**	**17.04**
As at April 1, 2012	13.48	3.43	0.03	0.10	17.04
Additions / (Deletion)	-	-	-	-	-
As at March 31, 2013	**13.48**	**3.43**	**0.03**	**0.10**	**17.04**
As at April 1, 2013	13.48	3.43	0.03	0.10	17.04
Additions / (Deletion)	-	-	-	-	-
As at March 31, 2014	**13.48**	**3.43**	**0.03**	**0.10**	**17.04**
As at April 1, 2014	13.48	3.43	0.03	0.10	17.04
Additions / (Deletion)	-	-	0.06	-	0.06
As at March 31, 2015	**13.48**	**3.43**	**0.09**	**0.10**	**17.10**
Accumulated Depreciation :					
As at April 1, 2010	-	-	-	-	-
Charge for the year	-	-	-	-	-
As at March 31, 2011	**-**	**-**	-	**-**	**-**
As at April 1, 2011	-	-	-	-	-
Charge for the year	0.49	0.02	0.01	0.02	0.54
As at March 31, 2012	**0.49**	**0.02**	**0.01**	**0.02**	**0.54**
As at April 1, 2012	0.49	0.02	0.01	0.02	0.54
Charge for the year	0.64	0.62	0.01	0.02	1.29
As at March 31, 2013	**1.13**	**0.64**	**0.02**	**0.04**	**1.83**
As at April 1, 2013	1.13	0.64	0.02	0.04	1.83
Charge for the year	0.62	0.50	0.01	0.01	1.14
As at March 31, 2014	**1.75**	**1.14**	**0.03**	**0.05**	**2.97**
As at April 1, 2014	1.75	1.14	0.03	0.05	2.97
Charge for the year	0.59	0.63	0.03	0.04	1.29
As at March 31, 2015	**2.34**	**1.77**	**0.06**	**0.09**	**4.26**
Net Block :					
As At March 31, 2011	**-**	**-**	**0.03**	**0.10**	**0.13**
As At March 31, 2012	**12.99**	**3.41**	**0.02**	**0.08**	**16.50**
As At March 31, 2013	**12.35**	**2.79**	**0.01**	**0.06**	**15.21**
As At March 31, 2014	**11.73**	**2.29**	**-**	**0.05**	**14.07**
As at March 31, 2015	**11.14**	**1.66**	**0.03**	**0.01**	**12.84**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XV

Restated Unconsolidated Statement of Non-current Investments

(₹in Million, other than figures in brackets)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Trade Investments in Equity Shares- Unquoted, Fully paid up					
1) Investment in Subsidiries (No. of Shares in actual)					
Ahmedabad Ring Road Infrastructure Limited (ARRIL)	1,036.80	416.80	416.80	416.80	416.80
	(1,04,60,000)	(83,68,000)	(83,68,000)	(83,68,000)	(83,68,000)
Aurangabad Jalna Tollway Limited (AJTL)	835.73	835.73	835.73	835.73	279.48
	(19,71,053)	(19,71,053)	(19,71,053)	(19,71,053)	(10,05,237)
Bijapur Hugund Tollway Private Limited (BHTPL)	777.39	777.39	210.98	210.98	210.98
	(7,77,39,200)	(7,77,39,200)	(2,10,98,000)	(2,10,98,000)	(28,16,660)
Hyderabad Yadgiri Tollway Private Limited (HYTPL)	173.24	103.94	103.94	103.98	36.00
	(32,47,283)	(19,48,430)	(19,48,430)	(19,48,800)	(12,69,000)
Rohtak Panipat Tollway Private Limited (RPTPL)	217.74	217.74	217.74	217.74	50.10
	(21,86,345)	(21,86,445)	(21,86,445)	(21,86,445)	(5,10,050)
Maharashtra Border Check Post Network Limited (MBCPNL)	280.13	96.99	96.99	96.99	96.99
	(38,910)	(13,510)	(13,510)	(13,510)	(13,510)
Nagpur Seoni Expressway Limited (NSEL) (Refer Note 4 below)	316.77	316.77	-	-	-
	(4,79,99,840)	(4,79,99,840)	(-)	(-)	(-)
Shreenathji-Udaipur Tollway Private Limited (SUTPL)	207.43	153.50	153.50	-	-
	(2,07,43,237)	(1,53,49,995)	(1,53,49,995)	(-)	(-)
Bhilwara-Rajsamand Tollway Private Limited (BRTPL)	173.40	128.32	0.37	-	-
	(1,73,40,000)	(1,28,31,600)	(37,000)		
Rohtak Hissar Tollway Private Limited (RHTPL)	107.68	79.68	-	-	-
	(1,07,68,000)	(79,68,320)	(-)	(-)	(-)
Solapur-Bijapur Tollway Private Limited (SBTPL)	-	0.37	0.37	-	-
	-	(37,000)	(37,000)	(-)	(-)
Provision for Permanent Dimunition	-	(0.37)	-	-	-
Sub Total (1)	**4,126.31**	**3,126.86**	**2,036.42**	**1,882.22**	**1,090.35**

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
2) Investment in Associates					
Investment in Equity instruments (Unquoted) Fully paid up equity shares of Rs. 10/- Each of Nagpur Seoni Expressway Limited (NSEL)	-	-	57.28	57.28	-
	(-)	(-)	(1,87,20,000)	(1,87,20,000)	(-)
Sub Total (2)	**-**	**-**	**57.28**	**57.28**	**-**
3) Investment in Others					
Fully paid up equity shares of Rs. 10/- Each of Dhule Palenser Tollway Limited (DPTL)	14.39	6.30	6.30	4.52	2.49
	(14,39,200)	(6,30,000)	(6,30,000)	(4,51,500)	(2,48,500)
Sub Total (3)	**14.39**	**6.30**	**6.30**	**4.52**	**2.49**
Investment Property					
Land	2.88	-	-	-	-
Sub Total (4)	**2.88**	**-**	**-**	**-**	**-**
Total (1)+(2)+(3)+(4)	**4,143.58**	**3,133.16**	**2,100.00**	**1,944.02**	**1,092.84**
Aggregate amount of unquoted investments	4,140.70	3,133.53	2,100.00	1,944.02	1,092.84
Aggregate provision for diminution in value of investments	-	0.37	-	-	-
Value of Investment Property	2.88	-	-	-	-

Notes

1 The figures mentioned in the bracket represent absolute number of shares.

2 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

3 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

4 In terms of Share Purchase Agreement dated September 22, 2010, between Sadbhav Infrastructure Project Limited (“the Company” or “SIPL”) and Sadbhav Engineering Limited (‘SEL’), SIPL acquired 24,479,940 shares of Nagpur Seoni Expressway Limited (NSEL) from SEL. NSEL has received approval from National Highway Authority of India (‘NHAI’) for transfer of shares from SEL to SIPL on April 3, 2013. As at reporting date, the trasfer formality of 1,44,00,000 Shares are in process as shares held by SEL are being pledged with lender of NSEL.

5 During the year 2013-14, one of the Company’s subsidiary i.e. Solapur Bijapur Tolllway Private Limited (SBTPL) has foreclosed the concession agreement with NHAI. Accordingly, sub-ordinate debt given by the Company to the SBTPL was waived off and provision was provided in the books in the year ended March 31, 2014, for diminution in value of Investment in the Subsidiary.

During the year 2014-15, SBTPL has been dissolved. Hence, the Company has written off its investment in the subsidiary during the year and adjusted against the provision.

6 During the year 2014-15, in terms of Share Purchase Agreement (SPA) dated November 3, 2014, between Sadbhav Infrastructure Project Limited ("the Company" or "SIPL") and Patel Infrastructure Private Limited ('PIPL'), SIPL agreed to acquire 2,092,000 shares of Ahmedabad Ring Road Infrastructure Project Limited ('ARRIL') from PIPL for purchase consideration of ₹620 Million. As at reporting date, the Company has paid an amount of ₹400 Million to PIPL toward purchase consideration and has received necessary approval in terms of SPA whereby condition precedents for conclusion of transaction are complied. As both the parties have complied with terms of SPA, Company has accounted the transaction to aquire 2,092,000 shares of ARRIL in the books as at March 31, 2015.

Subsequent to reporting date, SIPL has paid the balance purchase consideration of ₹220 Million and 1,464,400 equity shares has been transfered from PIPL to the Company. The transfer formalities of 627,600 equity shares are in process as shares held by PIPL are pledged with lenders of ARRIL.

7 The Company has pledged following equity shares from its holding in various SPVs, in favour of lenders for term loan facilities availed by the respective SPVs

Name of the Entity	March 31, 2015	March 31, 2014	March 31, 2013	March 31, 2012	March 31, 2011
ARRIL	83,67,940	25,10,400	25,10,400	25,10,400	-
	(80.00%)	(30.00%)	(30.00%)	(30.00%)	-
AJTL	10,08,816	10,08,816	10,08,816	5,14,496	-
	(51.18%)	(51.18%)	(51.18%)	(26.10%)	-
BRTPL	88,43,400	50,34,516	-	-	-
	(50.95%)	(39.24%)	-	-	-
BHTPL	2,02,12,192	1,07,59,980	1,07,59,980	1,07,59,980	-
	(26.00%)	(13.84%)	(51.00%)	(51.00%)	-
HYTPL	16,56,355	9,93,888	9,93,888	8,74,892	-
	(51.01%)	(51.01%)	(51.01%)	(44.89%)	-
MBCPNL	28,453	3	3	3	-
	(73.13%)	(0.02%)	(0.02%)	(0.02%)	-
NSEL (Refer Note No 4)	1,44,00,000	1,44,00,000	-	-	-
	(30.00%)	(30.00%)	-	-	-
RHTPL	54,91,681	40,63,844	-	-	-
	(51.00%)	(51.00%)	-	-	-
RPTPL	21,86,285	11,15,087	11,15,087	-	-
	(99.99%)	(51.00%)	(51.00%)	-	-
SUTPL	1,05,79,052	78,28,498	-	-	-
	(51.00%)	(51.00%)	-	-	-
SBTPL	-	18,870	18,870	-	-
	-	(51.00%)	(51.00%)	-	-

Sadbhav Infrastructure Project Limited

Annexure: XVI

Restated Unconsolidated Statement of Long-term Loans and Advances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Capital Advances					
Unsecured, considered good	-	-	-	-	11.82
Deposits					
Unsecured, considered good	2.51	2.51	-	-	-
Loans and advances to related parties					
Unsecured, considered good					
Loan Receivable	-	137.16	137.16	137.16	-
Advance against share purchases (Refer Note 5)	267.81	450.94	695.73	650.62	596.54
Share application money	-	-	-	0.05	121.22
Sub-ordinate debt	13,134.92	9,704.39	7,422.03	4,848.34	2,947.62
	13,402.73	10,292.50	8,254.92	5,636.17	3,665.38
Others loan & advances					
Unsecured, considered good					
Advance against share purchases	-	-	14.69	14.69	-
Advance income tax (net of provision for taxation)	117.76	75.73	20.28	3.77	-
Tax credits and receivables	5.37	24.21	16.10	1.73	4.71
Total	**13,528.37**	**10,394.94**	**8,305.99**	**5,656.36**	**3,681.91**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 For details of transactions with related parties, refer Annexure: XXIX.

5 Advance towards Shares Purchase represents payment made to the holding company, Sadbhav Engineering Limited (SEL) towards purchase of equity shares and consequential economic interest /ownership rights in Dhule Palenser Tollway Limited (DPTL) and Mumbai Nasik Express Way Limited (MNEL). The Company is in the process of obtaining regulatory / lenders approvals to get such shares transferred in its own name.

The Company has agreed to acquire 20% equity share of Mumbai Nasik Expressway Limited (MNEL) from SEL as per Share purchase agreement dated September 22, 2010. Further, the Company has executed a binding term sheet with SEL and Gammon Infrastructure Projects Limited, pursuant to which SEL has agreed to transfer 20% of MNEL shares to the Company, which the Company intends to sell to Gammon Infrastructure Projects Limited for an aggregate consideration of ₹720.00 million.

The Company has also agreed to acquire 39% equity shareholding of Dhule Palenser Tollway Limited (DPTL) from SEL as per agreement dated September 22, 2010 and November 3, 2014. As at year end, Company has paid part consideration to SEL to purchase the shareholding. Further, Subsequent to year end, the Company has agreed to acquire additional equity share of DPTL from HCC Concessions Limited and Hindustan Construction Company Limited as per share purchase agreement dated April 16, 2015 whereby Company has agreed to acquire 100% shareholding in DPTL. The transactions are subject to lender's approval.

6 The infrastructure project of the various SPVs have been funded through sub ordinate debt (in the nature of capital contribution) given by the Company (as a sponsor) in accordance with the Lender's Loan Agreements and Sponsor Support and Equity Contribution Agreement of the respective SPV entity. These sub-ordinate debts have been given interest free except sub-ordinate debt of ₹1,124 Million as at 31 March 2015, ₹1,124 Million as at 31 March 2014, ₹984.40 Million as at 31 March 2013, ₹860.40 Million as at 31 March 2012, and ₹457.60 Million as at 31 March 2011given to Dhule Palesnar Tollway Limited on which interest of ₹414.89 Million as at 31 March 2015, ₹303.62 Million as at 31 March 2014, ₹198.93 Million as at 31 March 2013, ₹103.76 Million as at 31 March 2012 and ₹39.40 Million as at 31 March 2011 has accured as per terms of the Loan Agreement with lenders of Dhule Palesnar Tollway Limited.

7 The sub-ordinate debt including accrued interest is recoverable on fulfillment of financial performance / obligation as per terms and conditions of agreement with lenders of the respective SPV entities.

Sadbhav Infrastructure Project Limited

Annexure: XVII

Restated Unconsolidated Statement of Other Non Current Assets

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Interest receivable on Unsecured Loans/Sub-ordinate debt to related parties	414.89	329.05	211.63	103.76	39.40
Discount on debentures, pending amortisation (Refer Annexure: VIII)	67.51	-	-	-	-
Total	**482.40**	**329.05**	**211.63**	**103.76**	**39.40**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 The interest receivable on Sub-ordinate debt is recoverable on fulfillment of financial performance / obligation as per terms and conditions of agreement with lenders of the Dhule Palesnar Tollway Limited.

4 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XVIII

Restated Unconsolidated Statement of Current Investments

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unquoted (Valued at lower of cost and fair value, unless stated otherwise)					
Investment in units of Mutual Fund	-	-	10.03	0.08	45.74
Total	-	-	**10.03**	**0.08**	**45.74**
Aggregate amount of unquoted investments	-	-	10.03	0.08	45.74
Aggregate provision for diminution in value of investments	-	-	-	-	-

Notes

1 The figures mentioned in the bracket represent absolute number of investment units.

2 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

3 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XIX

Restated Unconsolidated Statement of Trade Receivables

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Debts outstanding for a period exceeding six months from the date they are due for payment Unsecured - considered good	64.27	2.24	-	-	-
Other receivables, Unsecured - considered good	344.15	595.55	114.33	76.43	34.25
Total	**408.42**	**597.79**	**114.33**	**76.43**	**34.25**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Promoter Group Companies' has been determined by the Management.

4 Amounts due from Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Ahmedabad Ring Road Infrastructure Limited	180.88	201.35	-	53.41	-
Aurangabad Jalna Toll Way Limited	27.94	12.28	-	-	-
Bijapur Hungund Tollway Private Limited	-	1.54	-	13.85	21.74
Maharashtra Border Check Post Network Limited	147.20	346.83	111.92	7.59	-
Dhule Palesnar Tollway Limited	4.70	3.47	2.41	1.59	1.59
Rohtak Panipat Tollway Private Limited	7.51	14.37	-	-	-
Hyderabad Yadgiri Tollway Private Limited	2.99	11.80	-	-	-
Nagpur Seoni Express Way Limited	37.14	6.14	-	-	10.92
Rohtak Hissar Tollway Private Limited	0.06	-	-	-	-

Sadbhav Infrastructure Project Limited

Annexure: XX

Restated Unconsolidated Statement of Cash and Bank Balances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Cash and Cash Equivalents					
Balance with Banks					
In Current accounts	14.54	10.81	0.20	4.70	1.34
Cash on hand	0.46	-	0.02	0.05	0.01
	15.00	10.81	0.22	4.75	1.35
Other bank balance					
Deposits with original maturity for more than 3 months but less than 12 months (refer note 2 below)	21.08	-	-	-	-
Total	**36.08**	**10.81**	**0.22**	**4.75**	**1.35**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 Fixed deposit of ₹21.08 Million is lying with bank earmarked for Debt servicing reserve of Redeemable Non Convertible debentures (NCD) of ₹1 405.41 Million.

3 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XXI

Restated Unconsolidated Statement of Short-term Loans and Advances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unsecured, considered good:					
Deposits	0.02	0.03	0.11	0.14	0.03
Loans and advances to related parties					
Loans and advances given	2,663.33	1,163.81	1,184.75	920.22	2,147.52
Share application money	-	-	-	-	105.03
Others	14.18	2.47	4.38	0.07	-
	2,677.51	1,166.28	1,189.13	920.29	2,252.55
Advances receivable in cash or kind	14.19	29.82	27.66	125.51	-
Inter corporate Loans	418.80	170.00	-	-	-
Others loan & advances					
Prepaid expenses	0.21	0.43	3.06	0.30	0.32
Tax Credits and Receivables	6.11	4.35	12.52	6.96	-
Total	**3,116.84**	**1,370.91**	**1,232.48**	**1,053.21**	**2,252.90**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Promoter Group Companies' has been determined by the Management.

4 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXII

Restated Unconsolidated Statement of Other Current Assets

(₹in Million)

Particulars	**As at March 31, 2015**	**As at March 31, 2014**	**As at March 31, 2013**	**As at March 31, 2012**	**As at March 31, 2011**
Interest receivable from Related Parties	184.96	31.28	1.61	-	-
Interest receivable from others	40.20	8.95	0.69	-	-
Interest accrued on fixed deposits with banks	0.92	-	-	-	-
Unbilled Revenue	-	12.36	301.38	-	43.60
Discount on debentures, pending amortisation (Refer Annexure: VIII)	20.67	-	-	-	-
Initial Public Issue Expenses (Refer Note no 4)	66.18	-	-	-	-
Total	**312.93**	**52.59**	**303.68**	**-**	**43.60**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 For details of transactions with related parties, refer Annexure: XXIX.

4 The Company is in the process of an Initial Public Offer ('IPO') in respect of its Equity Shares. As per the offer agreement between the Company and the selling shareholders, all expenses incurred in connection to the Company's IPO will be borne by the Company and each of the selling shareholders in proportion to the Equity shares alloted by the Company in the fresh issue and transferred by each selling shareholder in Offer for Sale, respectively. Thus, the expenses incurred by the Company in connection to the IPO upto March 31, 2015, have been shown as 'Unamortised Share Issue Expenses' in Other Current Assets. The Company will adjust the expense against the Securities premium balance in the next financial year upon the finalisation of the proportion of share issue expenses between the Company and the Selling Shareholders.

Sadbhav Infrastructure Project Limited

Annexure: XXIII

Restated Unconsolidated Statement of Revenue from operations

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Contractual Income					
Engineering, Procurement & Construction (EPC) Contract Income	478.44	541.96	881.52	499.46	-
Operation, Maintenance and Supervision Income	122.64	8.47	-	54.83	11.15
Sub-Total	**601.08**	**550.43**	**881.52**	**554.29**	**11.15**
Sale of Services					
Advisory, Project and Toll Management Fees	99.99	361.31	17.70	184.82	142.24
Total	**701.07**	**911.74**	**899.22**	**739.11**	**153.39**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 During the financial year 2014-15, the company has accounted contract income in the nature of cost escalation,of ₹72.87 Million which is in line with cost inflation index principles (cost escalation formula) approved by Independent Consultant appointed by MSRDC.

4 Revenue from Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sale of Services (including contract revenue, unearned and unbilled revenue but excluding service tax)	701.07	911.74	899.22	739.11	153.39

4 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXIV

Restated Unconsolidated Statement of Other Income

(₹in Million)

Sources of Income	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011	Nature: Recurring / Non-Recurring	Related / Not related to Business Activity
Interest income on:							
- Sub-Ordinate loan to related party	123.64	116.32	105.76	140.03	-	Non-Recurring	Related to Business Activity
- Deposits with Banks	1.02	-	-	-	3.82	Non-Recurring	Not related to Business Activity
- Corporate loans to related parties	210.87	119.87	144.35	71.83	171.50	Non-Recurring	Not related to Business Activity
- Others	36.32	10.09	0.69	-	-	Non-Recurring	Not related to Business Activity
Profit on Sale of units of Mutual Fund (Net)	0.04	0.26	4.71	0.37	0.04	Non-Recurring	Not related to Business Activity
Dividend Income	-	0.03	11.87	3.22	8.21	Non-Recurring	Not related to Business Activity
Sundry balances written back	0.09	-	0.24	0.05	-	Non-Recurring	Not related to Business Activity
Total	**371.98**	**246.57**	**267.62**	**215.50**	**183.57**		

Notes

1 The classification of other income as recurring/not-recurring, related/not-related to business activity is based on the current operations and business activity of the Company as determined by the management.

2 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

3 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

4 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXV

Restated Unconsolidated Statement of Operating Expenses

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Construction Contract charges to Sub Contractors	370.48	445.43	741.05	366.27	-
Operation and Maintenance charges to Sub Contractors	112.37	6.37	-	51.02	-
Toll management charges to Sub Contractor	10.72	9.65	-	-	-
Total	**493.57**	**461.45**	**741.05**	**417.29**	-

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Operating Expenses to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sadbhav Engineering Limited	72.18	-	-	-	-

5 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXVI

Restated Unconsolidated Statement of Employee benefits expense

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Salaries, Wages and Bonus	41.48	29.29	11.88	6.28	5.04
Contribution to Provident Fund and Other Fund	0.42	0.16	0.11	0.04	-
Gratuity Expense	0.29	0.12	-	0.16	0.47
Staff Welfare Expenses	0.18	0.00	0.02	0.01	0.14
Total	**42.37**	**29.57**	**12.01**	**6.49**	**5.65**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Employee benefits expense to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Employee benefits expense	3.25	18.38	3.25	3.25	3.25

5 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXVII

Restated Unconsolidated Statement of Other expenses

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Electricity	1.67	0.62	-	-	-
Rent	1.12	0.90	1.27	1.24	0.45
Insurance	0.18	0.44	0.54	0.63	0.35
Rates and Taxes	6.71	0.03	0.54	0.34	23.09
Repairs and Maintenance	0.22	1.26	-	-	-
Stamp Duty and Filing Fees	29.23	-	-	0.06	9.00
Legal and Professional Fees	52.47	31.79	25.73	84.96	30.53
Travelling Expenses	3.98	1.88	1.70	1.37	0.99
Auditors' Remuneration	1.03	0.90	0.91	0.85	0.59
Corporate Social Responsibility Expenditure	5.99	-	-	-	-
Trade Receivables written off	-	-	0.41	10.92	-
Waiver of subordinate debt	-	66.02	-	-	-
Provision for Diminution in Value of Investment	-	0.37	-	-	-
Communication Expense	0.90	-	-	-	-
Miscellaneous Expenses	5.95	1.87	0.54	0.21	0.31
Total	**109.45**	**106.08**	**31.64**	**100.58**	**65.31**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Other expense to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Other Expenses	50.77	4.11	24.02	23.61	11.79

5 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXVIII

Restated Unconsolidated Statement of Finance costs

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Interest on					
Loans from Banks and Others	877.52	523.11	173.92	31.74	28.06
Other	0.81	0.82	-	3.04	2.71
Other Finance Cost (including bank charges)	35.37	2.84	40.30	7.67	4.12
Premium on Redemption of Non Convertible Debetures (NCDs)	106.60	-	-	-	-
Amortisation of discount on issue of NCDs	17.22	-	-	-	-
Total	**1,037.52**	**526.77**	**214.22**	**42.45**	**34.89**

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of Profit and Loss of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Finance cost to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Finance costs	497.00	276.71	35.18	23.76	28.06

5 For details of transactions with related parties, refer Annexure: XXIX.

Sadbhav Infrastructure Project Limited

Annexure: XXIX

<u>Restated Unconsolidated Statement of Related Party</u>

Name of Related Parties and related party relationship

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Holding Company	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)
Subsidiaries	Ahmedabad Ring Road Infrastructure Limited (ARRIL) (refer note 6 of Annexure - XV)	Ahmedabad Ring Road Infrastructure Limited (ARRIL)	Ahmedabad Ring Road Infrastructure Limited (ARRIL)	Ahmedabad Ring Road Infrastructure Limited (ARRIL)	Ahmedabad Ring Road Infrastructure Limited (ARRIL) (w.e.f 05-09-2010)
	Aurangabad Jalna Tollway Limited (AJTL)	Aurangabad Jalna Tollway Limited (AJTL)	Aurangabad Jalna Tollway Limited (AJTL)	Aurangabad Jalna Tollway Limited (AJTL) (converted to 100% subsidiary w.e.f 05-05-2011)	Aurangabad Jalna Tollway Limited (AJTL) (w.e.f 05-09-2010)
	Bijapur Hugund Tollway Private Limited (BHTPL)	Bijapur Hugund Tollway Private Limited (BHTPL)	Bijapur Hugund Tollway Private Limited (BHTPL)	Bijapur Hugund Tollway Private Limited (BHTPL)	Bijapur Hugund Tollway Private Limited (BHTPL) (w.e.f 06-04-2010)
	Hyderabad Yadgiri Tollway Private Limited (HYTPL)	Hyderabad Yadgiri Tollway Private Limited (HYTPL)	Hyderabad Yadgiri Tollway Private Limited (HYTPL)	Hyderabad Yadgiri Tollway Private Limited (HYTPL)	Hyderabad Yadgiri Tollway Private Limited (HYTPL) (w.e.f 07-04-2010)
	Rohtak Panipat Tollway Private Limited (RPTPL)	Rohtak Panipat Tollway Private Limited (RPTPL)	Rohtak Panipat Tollway Private Limited (RPTPL)	Rohtak Panipat Tollway Private Limited (RPTPL)	Rohtak Panipat Tollway Private Limited (RPTPL) (w.e.f 31-08-2010)
	Maharashtra Border Check Post Network Limited (MBCPNL) - (company acquired additional 51% equity shares w.e.f 11-11-2014)	Maharashtra Border Check Post Network Limited (MBCPNL) - (Through board control & contractual economic interest)	Maharashtra Border Check Post Network Limited (MBCPNL) - (Through board control & contractual economic interest)	Maharashtra Border Check Post Network Limited (MBCPNL) - (Through board control & contractual economic interest)	Maharashtra Border Check Post Network Limited (MBCPNL) - (Through board control & contractual economic interest) (w.e.f 11-05-2010)
	Shreenathji-Udaipur Tollway Private Limited (SUTPL)	Shreenathji-Udaipur Tollway Private Limited (SUTPL)	Shreenathji-Udaipur Tollway Private Limited (SUTPL) (w.e.f 30-03-2012)	-	-

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
	Solapur-Bijapur Tollway Private Limited (SBTPL)	Solapur-Bijapur Tollway Private Limited (SBTPL)	Solapur-Bijapur Tollway Private Limited (SBTPL) (w.e.f 19-04-2012)	-	-
	Bhilwara-Rajsamand Tollway Private Limited (BRTPL)	Bhilwara-Rajsamand Tollway Private Limited (BRTPL)	Bhilwara-Rajsamand Tollway Private Limited (BRTPL) (w.e.f 05-12-2012)	-	-
	Rohtak Hissar Tollway Private Limited (RHTPL)	Rohtak Hissar Tollway Private Limited (RHTPL) (w.e.f 11-04-2013)	-	-	-
	Nagpur Seoni Expressway Limited (NSEL)	Nagpur Seoni Expressway Limited (NSEL) (w.e.f 02-04-2013)	-	-	-
Key management personnel (KMP)	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director
Relatives of KMP	Mr. Vishnubhai Patel	Mr. Vishnubhai Patel	Mr. Vishnubhai Patel	Mr. Vishnubhai Patel	Mr. Vishnubhai Patel
	Mr. Shashin V Patel	Mr. Shashin V Patel	Mr. Shashin V Patel	Mr. Shashin V Patel	Mr. Shashin V Patel
	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel
	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel
	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel
Enterprise over which the company is having significant influence	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)
	-	Nagpur Seoni Expressway Limited (NSEL) (upto 01-04-2013)	Nagpur Seoni Expressway Limited (NSEL)	Nagpur Seoni Expressway Limited (NSEL) (converted to associate from 14-10-2011)	-
Fellow Subsidiary	Mysore-Bellary Highway Pvt.Ltd. (MBHPL) (refer note (B)(V) of Annexure - XXX)	-	-	Nagpur Seoni Expressway Limited (NSEL) (Up to 13-10-2011)	Nagpur Seoni Expressway Limited (NSEL)
Enterprise having significant	Norwest Venture Partners VII-A-Mauritius	Norwest Venture Partners VII-A-Mauritius	Norwest Venture Partners VII-A-Mauritius	Norwest Venture Partners VII-A-Mauritius	Norwest Venture Partners VII-A-Mauritius

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
influence under contract	(Norwest) up to 22 October, 2014	(Norwest)	(Norwest)	(Norwest)	(Norwest)
	Xander Investment Holding XVII Limited (Xander) up to 22 October, 2014	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)
Enterprises over which holding company is able to exercise significant influence	Mumbai Nasik Express Way Limited (MNEL)	Mysore-Bellary Highway Pvt.Ltd. (MBHPL)	-	-	-
		Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)

(a) Transactions during the year

(₹in Million)

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Issuance of Share Capital (Including securities premium)					
SEL	-	-	1,250.00	-	2,596.80
Norwest	-	-	-	-	2,000.00
Xander	-	-	-	-	2,000.00
Others	-	-	-	-	3.69
Issue of Compulsory Convertible Debentures (CCDs)					
SEL	-	-	750.00	-	-
Conversion of SEL CCDs in to 1 Equity (Including Security Premium)					
SEL	750.00	-	-	-	-
Interest Paid on CCDs					
SEL	0.04	0.08	0.03	-	-
Issue of Bonus Share					
SEL	2,188.49	-	-	-	-
Norwest Venture Partners VII-A-Mauritius (Norwest)	294.16	-	-	-	-

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Xander Investment Holding XVII Limited (Xander)	294.16	-	-	-	-
Vasistha C Patel	5.00	-	-	-	-
Vishnubhai Patel	10.00	-	-	-	-
Shashin V Patel	6.40	-	-	-	-
Nitin Patel	3.60	-	-	-	-
Conversion of CCCPS into Equity Shares (Including Security Premium)					
Norwest Venture Partners VII-A-Mauritius (Norwest)	500.00	-	-	-	-
Xander Investment Holding XVII Limited (Xander)	500.00	-	-	-	-
Unsecured Loan Taken					
SEL	5,847.23	4,466.11	694.73	912.48	1,267.92
ARRIL	-	43.82	-	310.00	-
RPTPL	-	-	-	-	66.47
Unsecured Loan repaid (Including Interest)					
SEL	4,749.38	1,262.93	338.49	724.60	1,604.24
ARRIL	199.28	145.69	60.41	10.00	-
RPTPL	-	-	-	-	66.47
Interest Expense					
SEL	491.12	250.20	6.91	3.88	25.86
RPTPL	-	-	-	-	2.20
ARRIL	5.84	26.43	28.24	19.88	-
Investments made during the year					
BRTPL	-	127.95	0.37	-	-
SBTPL	-	-	0.37	-	-
SUTPL	-	-	153.50	-	-
DPTL	8.09	-	1.79	2.03	2.44
BHTPL	-	566.41	-	-	210.83
RPTPL	-	-	-	167.64	50.00
HYTPL	-	-	-	67.98	35.90
RHTPL	-	79.68	-	-	-
MBHPL	-	0.12	-	-	-
Sale of Investment during the year					
SEL	-	0.12	-	-	-
Purchase of Investments					
SEL	310.14	-	-	-	793.63
Receipt of Services					
SEL	72.18	-	-	-	-

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Share Application Money Given					
BHTPL	-	-	-	-	210.83
MNEL	-	-	-	32.13	105.03
RPTPL	-	-	-	-	-
DPTL	-	-	-	0.05	-
SBTPL	-	153.47	-	-	-
Share Application Money Refunded					
MNEL	-	-	-	137.16	-
SBTPL	-	153.47	-	-	-
Advance for purchase of investments					
SEL	127.01	-	45.11	54.08	596.54
Unsecured Loan Given					
AJTL	367.30	314.92	99.73	89.79	101.77
BHTPL	-	111.69	1,716.72	584.28	2,802.03
HYTPL	174.50	303.85	458.16	461.50	385.37
RPTPL	485.30	114.25	333.95	-	53.14
RHTPL	31.70	59.57	-	-	-
MBCPNL	1,710.00	449.35	294.57	91.84	790.65
SBTPL	-	29.16	77.14	-	-
SUTPL	-	23.60	21.64	-	-
BRTPL	63.75	35.38	-	-	-
NSEWL	32.40	307.13	273.15	307.50	520.31
MBHPL	39.57				
MNEL	-	-	-	137.16	-
Receipt of Unsecured Loan Given (Including Interest)					
AJTL	159.97	233.87	30.70	18.09	67.60
BHTPL	-	215.00	1,613.41	1,848.60	1,537.71
HYTPL	15.40	380.12	381.48	473.97	372.90
RPTPL	4.91	43.60	333.95	-	53.14
RHTPL	20.98	5.96	-	-	-
MBCPNL	97.53	106.40	294.57	415.69	466.80
SBTPL	-	101.00	5.30	-	-
SUTPL	-	45.23	-	-	-
BRTPL	51.97	35.38	-	-	-
NSEL	5.68	520.00	349.52	5.85	7.60
MBHPL	38.67	-	-	-	-
DPTL	12.36	11.63	10.58	7.15	4.38
MNEL	1.41	1.41	1.41	-	-
Unsecured loan converted to Sub Debt					
MBCPNL	1,217.23	-	-	-	-
RHTPL	11.00	-	-	-	-

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sub Ordinate Loan Given					
AJTL	-	5.58	-	135.45	140.97
BHTPL	-	-	-	80.00	843.92
HYTPL	192.70	328.47	80.14	271.92	144.00
RPTPL	-	449.95	888.15	385.52	485.44
RHTPL	634.99	59.57	-	-	-
MBCPNL	2.00	652.37	1,817.40	527.07	441.95
SUTPL	1,645.57	-	614.00	-	-
SBTPL	-	415.85	-	-	-
DPTL	-	139.60	124.00	402.80	60.00
NSEWL	-	-	-	97.96	20.30
BRTPL	1,311.26	513.26	-	-	-
Sub ordinate Debt received back					
MBCPNL	305.30	50.00	950.00	-	-
BHTPL	-	80.00	-	-	-
BRTPL	664.92	-	-	-	-
SBTPL	-	349.83	-	-	-
SUTPL	614.00	-	-	-	-
Sub ordinate Debt waived off					
SBTPL	-	66.01	-	-	-
Sale of Services (Including Contract Revenue) (excluding tax, unbilled & unearned revenue)					
ARRIL	254.17	300.83	-	54.83	-
BHTPL	16.50	18.00	16.50	83.22	70.64
HYTPL	24.12	12.53	-	-	50.00
MBCPNL	220.63	788.29	580.14	499.46	-
DPTL	1.20	1.20	1.20	1.60	21.60
AJTWL	15.50	12.00	-	-	-
BRTPL	-	75.00	-	-	-
NSEL	82.39	6.00	-	-	11.16
RHTPL	-	100.00	-	-	-
RPTPL	53.93	21.08	-	100.00	-
SUTPL	-	100.00	-	-	-
Expenses incurred on behalf					
MBCPNL	4.15	-	1.62	0.07	0.10
BRTPL	-	-	1.08	-	-
SBTPL	0.15	-	0.01	-	-
SUTPL	0.00	0.02	1.67	-	-
RPTPL	0.10	0.00	-	-	0.73
RHTPL	9.36	0.01	-	-	-
BHTPL	-	0.03	-	-	-
MBHPL	26.62	-	-	-	-
AJTL	0.01	-	-	-	-
ARRIL	0.57	-	-	0.08	-
HYTPL	0.01	-	-	-	-

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Receivable written off					
DPTL	-	-	0.41	-	-
NSEWL	-	-	-	10.92	-
MBCPNL	-	-	-	-	-
Reimbursement of Expenses					
SEL	49.87	18.40	23.12	22.69	11.38
Interest Income					
AJTL	49.73	18.74	15.43	6.89	0.97
BHTPL	-	1.24	24.02	56.18	80.65
HYTPL	6.01	13.61	4.09	9.77	4.14
RPTPL	49.14	0.77	0.75	-	-
RHTPL	0.28	1.05	-	-	-
BRTPL	0.90	1.47	-	-	-
MBCPNL	33.88	7.13	0.57	2.17	17.99
SBTPL	-	7.57	1.50	-	-
SUTPL	-	0.82	0.29	-	-
NSEL	56.80	53.35	83.56	65.33	23.98
DPTL	123.64	116.32	105.76	71.51	43.77
MNEL	14.13	14.13	14.13	-	-
Rent Paid (Excluding Service Tax)					
SEL	0.90	0.90	0.90	0.92	0.41
Managerial Remuneration					
Vasistha Patel	3.25	3.19	3.25	3.25	3.25

(b) Outstanding balance as at Balance Sheet Date

(₹in Million)

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Trade Receivable (including retention money)					
ARRIL	180.88	201.35	-	53.41	-
AJTL	27.94	12.28	-	-	-
BHTPL	-	1.54	-	13.85	21.74
MBCPNL	147.20	346.83	111.92	7.59	-
DPTL	4.70	3.47	2.41	1.59	1.59
RPTPL	7.51	14.37	-	-	-
HYTPL	2.99	11.80	-	-	-
NSEL	37.14	6.14	-	-	10.92
RHTPL	0.06	-	-	-	-
Unsecured Loan Receivable					
AJTL	508.76	248.75	174.91	105.87	34.17
BHTPL	-	-	103.31	-	1,264.32
HYTPL	162.45	0.41	76.68	-	12.47
MBCPNL	748.21	338.40	-	-	323.85

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
SBTPL	-	-	70.49	-	-
SUTPL	-	-	21.37	-	-
RPTPL	555.30	70.00	-	-	-
BRTPL	11.90	-	-	-	-
NSEL	538.65	506.25	737.99	814.36	512.71
MNEL	137.16	137.16	137.16	137.16	-
MBHPL	0.90	-	-	-	-
Sub-Ordinate debt Receivable					
AJTL	282.00	282.00	276.42	276.42	140.97
BRTPL	1,159.60	513.26	-	-	-
BHTPL	843.92	843.92	923.92	923.92	843.92
HYTPL	1,017.23	824.53	496.06	415.92	144.00
MBCPNL	3,766.13	2,852.20	2,249.84	1,382.44	855.36
SUTPL	1,645.57	614.00	614.00	-	-
RPTPL	2,209.06	2,209.06	1,759.11	870.96	485.44
RHTPL	969.12	323.13	-	-	-
NSEL	118.29	118.29	118.29	118.29	20.33
DPTL	1,124.00	1,124.00	984.40	860.40	457.60
Advance towards purchase of shares					
SEL	267.81	450.94	695.73	650.62	596.54
Investment in Share Application Money pending allotment					
DPTL	-	-	-	0.05	-
RPTPL	-	-	-	-	71.26
NSEWL	-	-	-	-	49.96
MNEL	-	-	-	-	105.03
Interest Receivable					
DPTL	414.89	303.62	198.93	103.76	39.40
MNEL	38.14	25.43	12.70	-	-
NSEWL	69.98	18.86	-	-	-
MBCPNL	23.86	4.56	-	-	-
AJTL	4.26	7.21	-	-	-
HYTPL	3.07	0.01	-	-	-
RHTPL	-	-	-	-	-
RPTPL	44.88	0.65	-	-	-
SBTPL	-	-	1.35	-	-
BRTPL	0.78	-	-	-	-
SUTPL	-	-	0.26	-	-
Interest Payable					
SEL	117.77	225.18	4.41	3.88	-
ARRIL	0.47	1.53	11.41	17.90	-
Interest payble on CCD					
SEL	0.14	0.10	0.03	-	-
Advance from customer					
MBCPNL	181.90	207.88	306.40	420.57	510.99

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Payable against purchase of asset					
SEL	-	-	-	3.43	-
Loans & advances - Other					
BRTPL	1.08	1.08	1.08	-	-
MBCPNL	4.97	1.35	1.62	0.07	-
SBTPL	-	-	0.01	-	-
SUTPL	0.01	-	1.67	-	-
RHTPL	-	0.03	-	-	-
MBHPL	8.12	-	-	-	-
0.01% Unsecured CCD					
SEL	-	750.00	750.00	-	-
Unsecured Loan Taken					
SEL	4,664.11	3,747.30	544.11	187.88	-
ARRIL	13.38	205.76	271.50	300.00	-
Interest Free Unsecured Loan Taken					
SEL	779.56	-	-	-	-
Provision for Dimunition in					
Value of Investment					
SBTPL	-	0.37	-	-	-
Trade payables					
SEL	71.25	18.89	0.61	19.09	-
RPTPL	-	0.01	-	-	-
Other Payable					
SEL	68.99	-	-	15.06	-
RPTPL	0.07	-	-	-	-
Managerial Remuneration Payable					
Vasistha Patel	0.25	0.39	0.43	0.41	-

Notes:

1 Term loan of ₹1,800 Million As at March 31, 2015 (31 March 2014: ₹1,800 Million) (31 March 2013: ₹1,800 Million) (31 March 2012: ₹650 Million) and WCDL loan of ₹100 Million As at March 31, 2015 (31 March 2014: ₹100 Million) from bank is guaranteed by the corporate guarantee of Sadbhav Engineering Limited, the holding company.

2 Non convertable debenture of ₹5,005.41 Million as at 31 March 2015 (31 March 2014: ₹Nil) (31 March 2013: ₹Nil) (31 March 2012: ₹Nil) (31 March 2011: ₹Nil) is guaranteed by the corporate guarantee of Sadbhav Engineering Limited, the holding company and personal guarantee of Mr. Vishnubhai Patel (Promoter of holding company (SEL)). Further, Sadbhav Engineering Limited has pledged 19.46% shareholding in the Company to the lenders. Also, Sadbhav Finstock Pvt. Ltd. has pledged 10,287,215 shares of SEL and Pledge of 30% shareholding of Maharashtra Border Check Post Network Limited (MBCPNL) held by the Company and SEL.

3 Compulsory Convertible Cumulative Preference Shares (‘CCCPs’) were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued to Norwest and Xander 1,131,100 equity share each against 1,125,387 CCCPS.

4 Company has received a waiver from preference shareholders for dividend payable in respect of financial year upto date of Conversion of CCCPS into equity shares i.e. October 22, 2014.

5 During the year ended March 31, 2012, the company has converted share application money of ₹49.96 Million given to NSEL into Sub Ordinate Debt.

6 During the year ended March 31, 2015 short term loan of ₹779.56 Million from SEL was converted into interest free long term loan.

7 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities and unconsolidated summary statement of profit and loss of the Company.

8 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XXX

Restated Unconsolidated Statement of Contingent Liabilities and commitments

(A) **Contingent Liabilities**

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Claims against the Company not acknowledged as debts					
Service Tax*	43.48	43.48	43.48	-	-

* Towards service tax demand from authorities for recovery of CENVAT credit on input service availed during the financial years 2009-10 and 2010-11. In respect of said matter, the Company has preferred appeal with Tribunal, for which Company has deposited ₹2.5 Million in year 2013-14 and received stay order from tribunal for recoveries of demands. Further, the matter is pending with Tribunal as at reporting date.

(B) **Other Commitments**

The following are the estimated amount of contractual commitments of the Company:

(₹in Million)

Particulars		As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
I)	EPC Sub-Contract commitments	949.40	1,333.05	1,488.63	1,562.57	-
II)	Other Commitments towards sub-ordinate debts/equity shares in various subsidiaries	1,261.60	2,276.16	6,157.18	2,888.89	4,237.39

III) The BOT projects of subsidiary companies viz. ARRIL, AJTL, MBCPNL, BHTPL, HYTPL, RPTPL, NSEL, SUTPL, BRTPL and RHTPL have been funded through various debt facilities agreements with banks. Against the said credit facilities availed by the respective subsidiary companies from the banks, the Company has executed agreements with lenders whereby the Company has committed to hold minimum shareholding and also pledge of its shares in the respective subsidairy company, details of which is as follows:

Name of Subsidiary	% of Non Disposal Undertaking		% of Shares to Pledge
	Upto Commercial Operation Date	After Commercial Operation Date	
ARRIL	70%	45%*	30.00%
BHTPL	51%	26%	26.00%
RPTPL	51%	51%	51.00%
HYTPL	51%	51%	51.01%
RHTPL	51%	51%	51.00%

Name of Subsidiary	% of Non Disposal Undertaking		% of Shares to Pledge
	Upto Commercial Operation Date	After Commercial Operation Date	
NSEL	30%	30%	30.00%
AJTL	51%	51%	51.00%
MBCPNL	70%	51%	51.00%
SUTPL	51%	51%	51.00%
BRTPL	51%	51%	51.00%

* In case of ARRIL the undertaking for non disposal of shares shall be reduced to 21% on repayment of 80% of the total Loan given by lenders.

(IV) The Infrastructure project of the various SPVs have been funded through sub ordinate debt (in the nature of capital contribution) given by the Company (as a sponsor) in accordance with the Lender's Loan Agreements and Sponsor Support and Equity Contribution Agreement of the respective SPV entity. The Sub-ordinate debt and interest receivable thereon is refundable on fulfilment of financial performance / obligation as per terms and conditions of agreement with lenders.

(V) Company has agreed to acquire 74% equity shareholding of Mysore-Bellary Highway Pvt.Ltd. (MBHPL) from Sadbhav Engineering Limited (SEL) as per agreement dated November 3, 2014, subject to regulatory approvals.

VI) The Company had entered into an agreement dated September 18, 2013 to sell 9.93% equity shareholding of Maharashtra Border Check Post Network Limited (MBCPNL) to D. Thakkar Construction Private Limited, subject to lenders approvals. Further, the Company has also entered into an agreement dated November 4, 2014 with SEL to purchase 10% of equity shareholding in MBCPL.

As at March 2015, Company has also outstanding unsecured loan of ₹110 million from D. Thakkar Construction Private Limited.

VII) As regards acquisition of 20% share holding in Mumbai Nasik Expressway Limited (MNEL) in principle understanding has been reached with Gammon Infrastructure Project Limited for sale of share holding although detailed agreement is pending to be executed.

(C) Other Commitments

During the year 2013-14, minority shareholders of Bijapur Hungud Tollway Private Limited ('BHTPL') (a subsidiary of the Company) has filed company petition under section 397 and 398 of the Companies Act, 1956 with the Company Law Board – Mumbai Bench against Sadbhav Engineering Ltd (SEL), a holding Company and its associates/affiliates wherein the company is also defendant. The minority shareholders has pleaded that BHTPL awarded EPC and other contracts to SEL / affiliates which are prejudicial to the interest of BHTPL and hence should be terminated. The Company Law Board (CLB) passed an order in favour of the minority shareholder although Company pleaded that matter should be referred for arbitration as per terms of shareholder agreement (SHA). Against the CLB order the Company filed Special Civil Application (SCA) with Hon'ble High Court of Gujarat that matter of minority shareholder should be dealt as per SHA. Hon'ble High Court accepted SCA of the Company and granted interim relief whereby further proceeding of CLB have been stayed. Hon'ble High Court then upheld the order of the Company Law Board, vacated the interim order and dismissed the SCA. The Company had filed an appeal under Letters Petent Act (LPA) before the Division Bench of Hon'ble Gujarat High Court ("the Bench"). The Bench ordered a stay on the further proceedings of CLB. The Company, based on the representations made before the Hon'ble Gujarat High Court, has defended the matter stating that the dispute is there between the shareholders of BHTPL instead of relating to oppression and mismanagement in BHTPL. Further, it is represented that such dispute should be resolved through arbitration agreement. The LPA is pending for final hearing before division bench of Hon'ble Gujarat High Court. The management represents that no liability is likely to devolve in the matter on the Company.

Sadbhav Infrastructure Project Limited

Annexure: XXXI

Restated Unconsolidated Statement of Accounting Ratios

(₹in Million)

Sr. No.	Particulars	As at and For the year ended March 31,2015	As at and For the year ended March 31,2014	As at and For the year ended March 31,2013	As at and For the year ended March 31,2012	As at and For the year ended March 31,2011
(i)	**Basic Earning / (Loss) Per Share**					
	Restated Net Profit/(Loss) after tax for the year available for equity shareholders (₹in Million) (A)	(611.37)	8.10	116.32	259.45	154.22
	Number of equity shares	31,09,63,081	30,87,00,880	30,87,00,880	30,68,65,964	30,68,65,964
	Weighted average number of equity shares outstanding during the year (B)	30,96,98,728	30,87,00,880	30,76,55,230	30,68,65,964	29,55,15,250
	Basic Earnings / (Loss) Per Share (in Rs.) - (A/B)	(1.97)	0.03	0.38	0.85	0.52
	Diluted Earning / (Loss) Per Share (Refer Note 6 below)					
	Restated Net Profit/(Loss) after tax for the year available for equity shareholders (₹in Million) (A)	(611.37)	8.10	116.32	259.45	154.22
	Add : Interest on Compulsory Convertible Debenture (Net of Tax)	0.03	0.05	0.02	-	-
	Restated Net Profit/(Loss) after tax for calculation of Diluted EPS (₹in Million) (A)	(611.34)	8.15	116.34	259.45	154.22
	Number of equity shares	31,09,63,081	30,87,00,880	30,87,00,880	30,68,65,964	30,68,65,964
	Weighted average number of equity shares	30,96,98,728	30,87,00,880	30,76,55,230	30,68,65,964	29,55,15,250

Sr. No.	Particulars	As at and For the year ended March 31,2015	As at and For the year ended March 31,2014	As at and For the year ended March 31,2013	As at and For the year ended March 31,2012	As at and For the year ended March 31,2011
	outstanding during the year (B) (refer note no 6)					
	Diluted Earnings / (Loss) Per Share (in ₹) - (A/B)	(1.97)	0.03	0.38	0.85	0.52
(ii)	**Return on Net Worth**					
	Restated Net Profit after tax (₹in Million) (C)	(611.37)	8.10	116.32	259.45	154.22
	Net Worth excluding preference share capital at the end of the year, as restated (₹in Million) (D)	8,435.92	8,274.79	8,266.69	6,901.44	6,642.17
	Return on Net Worth (%) (C/D)	-7.25%	0.10%	1.41%	3.76%	2.32%
(iii)	**Net Asset Value Per Equity Share**					
	Net Worth excluding preference share capital at the end of the year, as restated (₹in Million) (E)	8,435.92	8,274.79	8,266.69	6,901.44	6,642.17
	Number of Equity share outstanding at the end of the year (F)	31,09,63,081	30,87,00,880	30,87,00,880	30,68,65,964	30,68,65,964
	Net Asset Value Per Equity Share (E/F)	27.13	26.81	26.78	22.49	21.65

Notes

1 The ratios have been computed as below:

Basic Earnings per share (₹) = $\frac{\text{Net profit attributable to equity shareholders}}{\text{Weighted average number of equity shares outstanding during the year}}$

2 Return on net worth (%) = $\frac{\text{Net profit attributable to equity shareholders}}{\text{Net worth excluding preference share capital at the end of the year}}$

3 Net asset value per equity share (₹) Net worth excluding preference share capital at the end of the

year
Number of Equity shares outstanding at the end of the year

4 Compulsory Convertible Cumulative Preference Shares ('CCCPs') were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 2,262,200 equity share against 2,250,774 CCCPS.

5 1,100,950 Compulsory Convertible Debentures (CCDs') of ₹ 750 Million issued to Sadbhav Engineering Limited have been converted into one equity share as per Board Resolution dated October 22, 2014 .

6 The Company issued 282,693,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10 : 1 by utilizing ₹2,826.94 Million from Securities Premium Account aggregating ₹2,826.94 Million as per the resolution of Board Meeting dated October 29, 2014.

Also refer note 4 of Annexure VI and Note 5(D) of Annexure VIII.

7 Net profit/(Loss), as restated as appearing in the Restated summary statement of profits and losses, has been considered for the purpose of computing the above ratios. These ratios are computed on the basis of the unconsolidated restated financial statements of the Company.

8 Net worth for ratios mentioned represent equity share capital and reserves and surplus. Refer Annexure VII for components of Resreves and Surplus.

9 Earnings per share calculations are done in accordance with Accounting Standard 20 "Earnings Per Share" issued by the Institute of Chartered Accountants of India.

Sadbhav Infrastructure Project Limited

Annexure: XXXII

<u>Restated Unconsolidated Statement of Segment Information</u>

The Company has disclosed Business Segment as the primary segment. Segments have been identified taking into account the nature of services, the differing risks and returns and internal reporting system.

The Company's operations predominately relate to Contract Income and Project Management and Advisory Services. For the purpose of reporting, business segment is the primary segment.

Segments have been identified and reported taking into account nature of products and services, the differing risks and returns and the internal business reporting systems.

(₹in Million)

Particulars	Year Ended March 31, 2015	Year Ended March 31, 2014	Year Ended March 31, 2013	Year Ended March 31, 2012	Year Ended March 31, 2011
Segment Revenue					
External Revenue					
Contractual Income	601.08	550.43	881.52	554.29	11.15
Project Management and Advisory Services	88.70	351.20	17.70	184.82	142.24
Others	11.29	10.13	-	-	-
Total	**701.07**	**911.76**	**899.22**	**739.11**	**153.39**
Segment Result					
Contractual Income	95.12	83.90	137.28	134.56	10.91
Project Management and Advisory Services	63.54	332.19	17.64	184.01	139.22
Others	0.56	2.59	-	-	-
Total	**159.23**	**418.68**	**154.92**	**318.57**	**150.13**
Unallocated Income/(Expense)	(104.84)	(105.18)	(41.69)	(104.37)	(67.70)
Finance Costs	(1,037.52)	(526.77)	(214.22)	(42.45)	(34.89)
Other income including Finance income	371.98	246.57	267.62	215.50	183.57
Tax Expense	(0.22)	(25.20)	(50.31)	(127.80)	(76.89)
Restated Net Profit/(Loss) after tax	**(611.37)**	**8.10**	**116.32**	**259.45**	**154.22**

(₹in Million)

Particulars	As At March 31, 2015	As At March 31, 2014	As At March 31, 2013	As At March 31, 2012	As At March 31, 2011
Assets					
Segment Assets					
Contractual Income	417.42	574.21	457.70	185.32	43.60
Project Management and Advisory Services	64.75	49.61	2.41	15.44	34.25
Unallocated	21,559.29	15,279.72	11,833.61	8,654.44	7,114.27
Total	**22,041.46**	**15,903.54**	**12,293.72**	**8,855.20**	**7,192.12**
Segment Liabilities					
Contractual Income	594.60	625.08	476.52	570.20	510.99
Project Management and Advisory Services	-	-	-	25.07	-
Unallocated	13,010.94	6,981.17	3,528.01	1,335.99	16.46

Particulars	As At March 31, 2015	As At March 31, 2014	As At March 31, 2013	As At March 31, 2012	As At March 31, 2011
Total	**13,605.54**	**7,606.25**	**4,004.53**	**1,931.26**	**527.45**

(₹in Million)

Particulars	Year Ended March 31, 2015	Year Ended March 31, 2014	Year Ended March 31, 2013	Year Ended March 31, 2012	Year Ended March 31, 2011
Unallocated capital expenditure	0.05	0.15	3.32	1.68	11.95
Unallocated depreciation	1.29	1.14	1.29	0.55	-

Notes

1. The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2. The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3. Segment Revenue, Segment Results, Segment Assets and Segment Liabilities include the respective amounts identifiable to each of the segments as also amounts allocated on a reasonable basis.

   The net expenses, which are not directly attributable to the Business Segment, are shown as unallocated corporate cost.

   Assets and Liabilities that cannot be allocated amongst the segments are shown as part of unallocated assets and liabilities respectively.

4. As the entity does not deal in other geographies, Secondary segment i.e. geographoical segment is not applicable to the entity as per Accounting Standard 17 Segment reporting, and hence, the details thereof are not given.

Sadbhav Infrastructure Project Limited

Annexure: XXXIII

Restated Unconsolidated Summary Statement of Dividend

(₹in Million)

Particular	Year Ended March 31, 2015	Year Ended March 31, 2014	Year Ended March 31, 2013	Year Ended March 31, 2012	Year Ended March 31, 2011
Issued, subscribed and fully paid-up shares:					
Equity Shares:					
Number of Equity Shares of ₹10 each	31,09,63,081	2,60,07,170	2,60,07,170	2,41,72,254	2,41,72,254
Rate of dividend (%)	-	-	-	-	-
Dividend amount (₹in million)	-	-	-	-	-
Tax on dividend (₹in million)	-	-	-	-	-
0.01% Compulsory Convertible Cumulative Preference Shares (CCCPS)					
Number of Preference Shares of ₹10 each	-	22,50,774	22,50,774	22,50,774	22,50,774
Rate of dividend (%)	-	0.01%	0.01%	0.01%	0.01%
Dividend amount (₹in million)	-	-	-	0.18	-
Tax on dividend (₹in million)	-	-	-	-	-
Dividend amount waived off (₹in million)	-	-	(0.18)	-	-

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 Compulsory Convertible Cumulative Preference Shares (‘CCCPs’) were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 2,262,200 equity share against 2,250,774 CCCPS.

4 Each Preference Share shall entitle the holder thereof to receive, out of funds legally available, Cumulative cash dividends at the rate of 0.01% per annum of the face value. The preference share holders have waived their right to received dividend up to date of Conversion of CCCPS into equity shares.

Sadbhav Infrastructure Project Limited

Annexure: XXXIV

Statement of Tax Shelter

(₹in Million)

Particulars		**Year Ended March 31, 2015**	**Year ended March 31, 2014**	**Year ended March 31, 2013**	**Year ended March 31, 2012**	**Year ended March 31, 2011**
Restated profit / (loss) before tax	(A)	(611.15)	33.30	166.63	387.25	231.11
Marginal tax rate (%)	(B)	33.99%	33.99%	32.45%	32.45%	33.22%
Tax at notional rate	(C) = (A) * (B)	(207.73)	11.32	54.07	125.66	76.77
Permanent Differences:						
Dividend - exempt under Income Tax Act		-	(0.01)	(3.85)	(1.04)	(2.73)
Capital Expenditure Disallowable under Income Tax Act		-	21.29	0.06	1.04	3.13
Lower tax rate on Profit on sale of Mutual funds		-	0.04	0.73	0.06	0.01
Waiver of Interest on Sub Ordinate Debt given to subsidiary		-	(7.70)	-	-	-
Deferred tax assets not recognised on account of absence of virtual Certainty		207.47				
Others permanent differences		0.48	0.25	(0.70)	2.08	(0.30)
Total savings / charge	(D)	207.95	13.87	(3.76)	2.14	0.11
Total Tax expense as per restated books of account	(E) = (C) + (D)	0.22	25.20	50.31	127.80	76.89

Notes

1 The figures disclosed above are based on the restated unconsolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated unconsolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XXXV

Capitalisation Statement

(₹in Million)

Class of Shares		Pre-Issue as at March 31, 2015	Post-Issue as at *
Borrowings:			
Long term debt	**(A)**	7,691.56	
Short term debt		4,887.49	
Total debt		**12,579.05**	
Shareholders' funds:			
Share capital		3,109.63	
Reserves and surplus		5,326.29	
Total shareholders' funds	**(B)**	**8,435.92**	
Long Term Debt / Equity ratio	**(A) / (B)**	**0.91:1**	

***** Share capital and Reserves & Surplus Post issue can be calculated only on the conclusion of Book Building Process.

Notes

1 The above has been computed on the basis of the restated unconsolidated summary statements of assets and liabilities of the Company as on 31st March, 2015.

2 Short term debt is considered as borrowing due within 12 months from the balance sheet date.

3 Long term debt is considered as borrowing other than short term debt, as defined above and also includes the current maturities of long term debt. Premium obligation payable to NHAI as per concession agreement is not considered as long term debt.

Report of auditors on the Restated Consolidated Financial Information of Sadbhav Infrastructure Project Limited as at and for each of the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011

To
The Board of Directors
Sadbhav Infrastructure Project Limited
Sadbhav House
Opp. Law Garden Police Chowki
Ellis bridge
Ahmedabad – 380 006

Dear Sirs,

1. We, S.R.B.C. & Co. LLP ('SRBC') and Manubhai & Shah (formerly Manubhai & Co.) ('M&S'), have jointly examined the restated consolidated financial information of Sadbhav Infrastructure Project Limited ('the Company'), and its subsidiaries, jointly controlled entities and an associate, (together referred to as 'the Group') as at and for the years ended March 31, 2015, 2014, 2013, 2012 and 2011 ('Restated Consolidated Financial Information'), annexed to this report, prepared by the Company for the purpose of inclusion in the offer document in connection with its proposed Initial Public Offer ('IPO'). Such financial information, which has been approved by the Board of Directors of the Company, has been prepared in accordance with the requirements of:

    a. Sub-clauses (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Companies Act, 2013 ('the Act') read with rule 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014; and

    b. Relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended ('the Regulations') issued by the Securities and Exchange Board of India ('SEBI') on August 26, 2009, as amended from time to time in pursuance of the Securities and Exchange Board of India Act, 1992.

    SRBC and M&S are collectively referred to as the "Joint Auditors", and the references to the Joint Auditors as "we", "us" or "our", in this report, shall be construed accordingly.

2. We have jointly examined such restated consolidated financial information taking into consideration:

    a. the terms of our engagement agreed with you vide our engagement letter dated September 12, 2014 read with addendums dated February 9, 2015 and July 1, 2015, requesting us to carry out the assignment, in connection with the offer document being issued by the Company for its proposed IPO; and

    b. The Guidance Note on Reports in Company Prospectuses (Revised) issued by the Institute of Chartered Accountants of India.

3. The Company proposes to make an initial public offer of equity shares and an offer for sale by certain shareholders having a face value of ₹10 each, at an issue price to be arrived at by the book building process (referred to as the 'Offer'), as may be decided by the Board of Directors of the Company.

4. The Restated Consolidated Financial Information of the Group has been compiled by the management from the audited consolidated financial statements of the Group as at and for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011, prepared in accordance with accounting principles generally accepted in India at the relevant time and which have been approved by the Board of Directors. The Company has also provided us with the financial and other records of the Group in relation to the year ended March 31, 2011, to the extent considered necessary, for the presentation of the Restated Consolidated Financial Information under the requirements of the Revised Schedule VI to the Companies Act, 1956.

    a. Our joint audit report on the consolidated financial statements as at and for the year ended March 31, 2015 indicated that (i) the financial statements of the subsidiaries Rohtak Hissar Tollway Private Limited and Nagpur Seoni Express Way Limited, whose financial statements reflect (a) total assets of

₹ 9,568.47 Million as at March 31, 2015, (b) total revenue of ₹ 386.34 Million for the year ended March 31, 2015, and (c) net cash inflows amounting to ₹317.96 Million for the year ended March 31, 2015, have been audited by other auditors, and (ii) in respect of 5 other subsidiary companies whose financial statements reflect (a) total assets of ₹ 32,325.49 million as at March 31, 2015, (b) total revenue of ₹2,302.10 million for the year ended March 31, 2015, and (c) net cash inflows amounting to ₹262.65 million for the year ended March 31, 2015, which have been audited solely by M&S, such financial statements, other financial information and auditor's reports were furnished to us, and our opinion was based solely on the report of such auditors and our opinion in so far as it relates to the amounts included in these Restated Consolidated Summary Statement of Assets and Liabilities, Restated Consolidated Statement of Profit and Loss and Restated Consolidated Cash Flow Statement are based solely on the reports of such auditors.

b. The consolidated financial statements of the Group for the years ended March 31, 2014, 2013, 2012 and 2011 have been audited by solely M&S and have been relied upon by SRBC.

c. Audit reports of M&S on the consolidated financial statements as at and for the years ended March 31, 2013 and 2012 indicated that the financial statements of the associate company, Nagpur Seoni Express Way Limited, whose financial statements reflect Company's share of net profit after tax of ₹ 22.55 Million for the year ended March 31, 2013 and net loss after tax of ₹51.54 Million for the year ended March 31, 2012, have been audited by other auditor whose reports were furnished to M&S, and the opinion was based solely on the reports of the other auditors and our opinion in so far as it relates to the amounts included in these Restated Consolidated Summary Statement of Assets and Liabilities, Restated Consolidated Statement of Profit and Loss and Restated Consolidated Cash Flow Statement are based solely on the report of the other auditors.

d. Audit report of M&S on the consolidated financial statements as at and for the year ended March 31, 2014 indicated that the financial statements of the subsidiaries Rohtak Hissar Tollway Private Limited, Nagpur Seoni Express Way Limited and Solapur-Bijapur Tollway Private Limited, whose financial statements reflect (a) total assets of ₹ 5,483.17 Million as at March 31, 2014, (b) total revenue of ₹ 474.69 Million for the year ended March 31, 2014, and (c) net cash inflows amounting to ₹ 242.32 Million for the year ended March 31, 2014, have been audited by other auditors whose reports were furnished to M&S, and opinion was based solely on the reports of the other auditors and our opinion in so far as it relates to the amounts included in these Restated Consolidated Summary Statement of Assets and Liabilities, Restated Consolidated Statement of Profit and Loss and Restated Consolidated Cash Flow Statement are based solely on the reports of the other auditors.

5. In accordance with the requirements of Sub-clauses (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Act read with rule 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014, the Regulations and terms of our engagement agreed with you, we report that, read with paragraph 4 above, we have jointly examined the Restated Consolidated Summary Statements of Assets and Liabilities of the Group as at March 31, 2015, 2014, 2013, 2012 and 2011 and the related Restated Consolidated Summary Statement of Profits and Losses and Restated Consolidated Summary Statement of Cash Flows for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011 and as set out in Annexures I to III.

6. Based on our examination and reliance placed on the reports of the auditors of the subsidiaries and an associate not audited by us as referred to in paragraph 4 above to the extent applicable, we further report that:

   a. The Restated Consolidated Summary Statement of Assets and Liabilities, Restated Consolidated Summary Statement of Profit and Loss and Restated Consolidated Summary Statement of Cash Flows of the Group have been arrived at after making such adjustments and regroupings as, in our opinion, are appropriate and more fully described in the notes appearing in Annexure IV to this report;

   b. The impact arising on account of changes in accounting policies adopted by the Group as at and for the year ended March 31, 2015 is applied with retrospective effect in the Restated Consolidated Financial Information, to the extent applicable;

c. Adjustments for the material amounts in the respective financial years to which they relate have been adjusted in the attached Restated Consolidated Financial Information;

d. There are no extraordinary items which need to be disclosed separately in the Restated Consolidated Financial Information;

e. There are no qualifications in the auditors' reports, which require any adjustments to the Restated Consolidated Financial Information;

f. Other qualifications included in the Annexure to the auditor's report on the Consolidated Financial Statements, a statement on certain matters specified in the Companies (Auditors Report) Order, 2015, for the year ended March 31, 2015, which do not require any corrective adjustment in the financial information, are as follows:

i. Clause (vii)(a)

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases in respect of the Holding Company and certain covered entities. Attention is invited to Note 35 of the Consolidated Financial Statements relating to service tax regarding accounting and adjustment recorded during the year.

ii. Clause (vii)(c)

According to the records of the Company, the dues outstanding of service tax and income tax on account of any dispute, are as follows:

Name of statute	Nature of dues	₹ (in Million)	Period to which the amount relates	Forum Where dispute is pending
The Finance Act, 1994	Service Tax	40.98	2009-10 to 2010-11	CESTAT
Income Tax Act, 1961	Non deduction of Tax Deducted at Sources	126.01	2009-10 to 2010-11	Commissioner (Appeals)
	Income Tax	1.43	2007-08	Commissioner (Appeals)
	Income Tax	2.77	2008-09	Commissioner (Appeals)
	Income Tax	0.29	2010-11	Commissioner (Appeals)
	Penalty	0.04	2010-11	Commissioner (Appeals)
	Income Tax	0.07	2011-12	Commissioner (Appeals)

iii. Clause (viii)

The accumulated losses of 6 Covered entities of the Group at the end of the financial year are more than fifty percent of its net worth. The Holding Company and 5 Covered entities of the Group have incurred cash loss during the year and 5 covered entities of the Group have incurred cash losses in the immediately preceding financial year. Three of the Covered entities of the Group have been registered for a period of less than five years and hence, in respect of those entities, we are not required to comment on whether or not the accumulated losses at the end of the financial year is fifty per cent or more of its net worth and whether it has incurred cash losses in the current financial year and in the immediately preceding financial year.

g. Emphasis of matter paragraphs included in the independent auditors' report to the consolidated financial statements which have been adjusted to the restated consolidated financial information are stated below (refer note 1 of Annexure IV):

ii. For the year ended March 31, 2013, we draw attention to note no. 32 to the Consolidated Financial Statements relating to amortization of intangible assets on straight line basis for the reasons stated in the said note.

Note 32 to the Consolidated Financial Statements mentioned above, read as follows:

"According to the management, the intangible assets to be amortized is in the form of right to operate the project road, and hence, proper amortization method should be based on use of which contractual right rather than use of underlying tangible asset. The right is consumed through passage of time and hence straight line method of amortization is more appropriate. The accumulated amount of amortization under straight line method is higher than the amortization computed in terms of Notification no. GSR 298(E) dated April 17, 2012 issued by Ministry of Corporate Affairs."

iii. For the year ended March 31, 2015, we draw attention to note 35 to the Consolidated Financial Statements, regarding accounting of CENVAT credit and service tax charge on user fee collected by Maharashtra Border Check Post Network Limited ('MBCPNL', a subsidiary of the Company) under the Concession agreement. During the year, MBCPNL has recorded service tax liability on user services income rendered since commencement of collection of user fees (i.e. April 2013) and also accounted CENVAT credit of service tax paid on input services / materials availed since financial year 2009-10, pending revision of its tax returns filed with government authorities. Our opinion is not qualified in respect of this matter.

Note 35 to the Consolidated Financial Statements mentioned above, read as follows:

"Till June 30, 2014, MBCPNL has not recorded the service tax liability on User Fee income collected at various checkpost in terms of amendments as per Finance Act, 2012 as the Company has made the representations in the matter to various Excise and Customs authorities to seek clarifications/ applicability of the amendment so as to determine its liability to pay service tax. The Company also didn't accounted CENVAT credit on input services and materials utilized towards construction of the check posts infrastructure in terms of the Concession agreement and input services availed during operations of the checkposts.

The management has now decided to recognize service tax liability of ₹ 136.73 million (on the User fee Income earned since April, 2013). Current year's service tax charge is adjusted against User Fee Income and earlier years charge is accounted as rates and taxes in statement of profit and loss. MBCPNL also recorded CENVAT credit of ₹ 234.85 million (including ₹ 74.60 million on works contract towards services for construction of building and civil infrastructure) on project input services/materials, as applicable. CENVAT credit of ₹ 19.51 million on services availed during operations of the checkposts since April, 2013 was accounted in books of account.

The CENVAT credit on project input material/ services is recorded by adjusting the cost of the intangible assets (including under constructions) and CENVAT credit on operational services is adjusted to the cost of the services. MBCPNL has accounted the credit based on legal opinion obtained by the it.

Of the above, the CENVAT credit of ₹ 74.60 million on works contract for construction of building and civil infrastructure have been accounted as Deferred CENVAT credit account, pending assessment by the statutory authority. The service tax liability of ₹ 136.73 million on the user fee income have been discharged by adjusting the same against balance in CENVAT Credit Account. MBCPNL is in process of filing the service tax return with statutory authorities to give effect of above.

MBCPNL (Concessionaire) also propose to represents to the Government of Maharashtra (Licensor) as per the rights given in the Concession agreement for possible amendment in the Concession agreement, due to the change in service tax law under Finance Act 2012, whereby there is no financial loss to it."

h. Emphasis of matter paragraph included in the independent auditors' report to the consolidated financial statements which do not require adjustments to the restated consolidated summary statements is stated below:

iv. For the year ended March 31, 2014, without qualifying our opinion, we draw attention to note no. 33 of the Consolidated Financial Statements. During the year, Solapur-Bijapur Tollway Private Limited, subsidiary company has foreclosed concession agreement with National Highway Authority of India ('NHAI') as per Settlement and Close Out Agreement dated December 23, 2013 and the management has intended to liquidate the Subsidiary. Accordingly, the financial statements of the said subsidiary have been prepared on the basis that it is no longer a 'going concern'. The assets and liabilities are stated at their expected realizable / settlement values as determined by management and relied upon by the auditors of the subsidiary.

Note 33 to the Consolidated Financial Statements mentioned above, read as follows:

"During the year, one of the subsidiary company, i.e. Solapur-Bijapur Tollway Private Limited has entered the Settlement and Close Out Agreement with National Highway Authority of India ('NHAI') dated December 23, 2013 for foreclose the concession agreement due to delay in handing over the land for the road project as per Concession Agreement with NHAI. Since, the subsidiary was promoted for purpose of execution of above road project under the concession agreement which is foreclosed and hence, the sub-ordinate debt given to the SPVs has been waived off.

7. We have not audited any financial statements of the Group as of any date or for any period subsequent to March 31, 2015. Accordingly, we express no opinion on the financial position, results of operations or cash flows of the Group as of any date or for any period subsequent to March 31, 2015.

Other Financial Information:

8. At the Company's request, we have also examined the following consolidated financial information proposed to be included in the offer document, prepared by the management and approved by the Board of Directors of the Company and annexed to this report relating to the Group as at and for each of the years ended March 31, 2015, 2014, 2013, 2012 and 2011:

i. Restated Consolidated Statement of Share Capital, enclosed as Annexure VI
ii. Restated Consolidated Statement of Reserves and Surplus, enclosed as Annexure VII
iii. Restated Consolidated Statement of Long term borrowings, enclosed as Annexure VIII
iv. Restated Consolidated Statement of Other Long term Liabilities, enclosed as Annexure IX
v. Restated Consolidated Statement of Long term Provisions, enclosed as Annexure X
vi. Restated Consolidated Statement of Short term borrowings, enclosed as Annexure XI
vii. Restated Consolidated Statement of Trade Payables, enclosed as Annexure XII
viii. Restated Consolidated Statement of Other Current Liabilities, enclosed as Annexure XIII
ix. Restated Consolidated Statement of Short term Provisions, enclosed as Annexure XIV
x. Restated Consolidated Statement of Tangible Fixed Assets, enclosed as Annexure XV
xi. Restated Consolidated Statement of Intangible Fixed Assets, enclosed as Annexure XVI
xii. Restated Consolidated Statement of Capital Work in Progress, enclosed as Annexure XVII
xiii. Restated Consolidated Statement of Intangible Assets Under Development, enclosed as Annexure XVIII
xiv. Restated Consolidated Statement of Non-Current Investments, enclosed as Annexure XIX
xv. Restated Consolidated Statement of Long term Loans and Advances, enclosed as Annexure XX
xvi. Restated Consolidated Statement of Other Non-Current Assets, enclosed as Annexure XXI
xvii. Restated Consolidated Statement of Current Investments, enclosed as Annexure XXII
xviii. Restated Consolidated Statement of Trade Receivables, enclosed as Annexure XXIII
xix. Restated Consolidated Statement of Cash and Bank Balances, enclosed as Annexure XXIV
xx. Restated Consolidated Statement of Short term Loans and Advances, enclosed as Annexure XXV
xxi. Restated Consolidated Statement of Other Current Assets, enclosed as Annexure XXVI
xxii. Restated Consolidated Statement of Revenue from Operations, enclosed as Annexure XXVII
xxiii. Restated Consolidated Statement of Other Income, enclosed as Annexure XXVIII
xxiv. Restated Consolidated Statement of Operating Expenses, enclosed as Annexure XXIX
xxv. Restated Consolidated Statement of Employee Benefits Expense, enclosed as Annexure XXX

xxvi. Restated Consolidated Statement of Other Expenses, enclosed as Annexure XXXI
xxvii. Restated Consolidated Statement of Finance Costs, enclosed as Annexure XXXII
xxviii. Restated Consolidated Statement of Related Party Transactions –As per Accounting Standard 18 Related Party Disclosures, enclosed as Annexure XXXIII
xxix. Restated Consolidated Statement of Segment Information, enclosed as Annexure XXXIV
xxx. Restated Consolidated Statement of Contingent Liabilities and Commitments, enclosed as Annexure XXXV
xxxi. Restated Consolidated Statement of Accounting Ratios, enclosed as Annexure XXXVI
xxxii. Capitalisation Statement, enclosed as Annexure XXXVII

9. In our opinion, the financial information as disclosed in the annexures to this report, read with the respective significant accounting policies and notes disclosed in Annexure V, and after making adjustments and re-groupings as considered appropriate and disclosed in Annexure IV, have been prepared in accordance with the provisions of the Act and the Regulations.

10. This report should not be in any way construed as a reissuance or redating of any of the previous audit reports issued by us or by other firm of Chartered Accountants, nor should this report be construed as a new opinion on any of the financial statements referred to herein.

11. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

12. This report is intended solely for use of the management and for inclusion in the Offer Document in connection with the proposed IPO of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

For S. R. B. C. & Co. LLP
Chartered Accountants
ICAI Firm Registration No.:324982E

Per Arpit K. Patel
Partner
Membership Number: 34032
Place: Ahmedabad
Date: August 14, 2015

For Manubhai & Shah
Chartered Accountants
ICAI Firm Registration No.: 106041W

Per K. C. Patel
Partner
Membership Number: 30083
Place: Ahmedabad
Date: August 14, 2015

Sadbhav Infrastructure Project Limited

Annexure: I

Restated Consolidated Summary Statement of Assets and Liabilities

(₹ in Million)

		Annexure No.	As at March 31,2015	As at March 31,2014	As at March 31,2013	As at March 31,2012	As at March 31,2011
I	**Equity and Liabilities**						
(1)	**Shareholders' Funds**						
	(a) Share Capital	VI	3,109.63	282.58	282.58	264.23	264.23
	(b) Reserves and Surplus	VII	4,772.25	7,921.26	9,426.99	8,204.70	6,756.93
			7,881.88	**8,203.84**	**9,709.57**	**8,468.93**	**7,021.16**
(2)	**Minority Interest**		**569.01**	**1,864.70**	**1,585.73**	**1,261.94**	**976.91**
(3)	**Non-Current Liabilities**						
	(a) Long-Term Borrowings	VIII	57,061.82	45,010.40	35,778.38	27,614.71	13,143.69
	(b) Other Long Term Liabilities	IX	22,329.92	22,414.99	4,180.58	0.73	0.87
	(c) Long- Term Provisions	X	996.52	376.27	114.98	390.98	270.67
			80,388.26	**67,801.66**	**40,073.94**	**28,006.42**	**13,415.23**
(4)	**Current Liabilities**						
	(a) Short-Term Borrowings	XI	4,977.11	4,007.30	654.12	297.88	-
	(b) Trade Payables	XII	400.29	425.88	235.21	125.51	12.69
	(c) Other Current Liabilities	XIII	4,641.61	3,562.14	1,181.63	1,754.60	1,575.56
	(d) Short-Term Provisions	XIV	94.31	352.99	405.69	17.65	12.13
			10,113.32	**8,348.31**	**2,476.65**	**2,195.64**	**1,600.38**
Total			**98,952.47**	**86,218.51**	**53,845.89**	**39,932.93**	**23,013.68**
II	**Assets**						
(1)	**Non-current assets**						
	(a) Fixed Assets						
	(i) Tangible Assets	XV	219.68	248.26	248.17	235.66	203.18
	(ii) Intangible Assets	XVI	70,523.39	69,791.03	30,531.00	6,733.54	6,914.80
	(iii) Capital Work-in-Progress	XVII	6.68	7.18	8.77	1.08	-
	(iv) Intangible Assets under Development	XVIII	19,377.84	7,761.58	16,652.60	26,216.89	9,681.71
			90,127.59	**77,808.05**	**47,440.54**	**33,187.17**	**16,799.69**
	(b) Goodwill on Consolidation		1,182.71	449.10	475.65	498.93	153.83
	(c) Non- Current Investments	XIX	34.38	23.41	11.70	49.02	4.47
	(d) Deferred Tax Assets (net)		-	0.22	0.15	0.09	-
	(e) Long-Term Loans and Advances	XX	3,631.78	5,351.36	3,662.60	3,514.83	4,220.59
	(f) Other Non-Current Assets	XXI	535.34	401.24	303.09	214.48	39.40
			95,511.80	**84,033.38**	**51,893.73**	**37,464.52**	**21,217.98**
(2)	**Current assets**						
	(a) Current Investments	XXII	47.01	1,028.61	81.85	117.47	60.75
	(b) Trade Receivables	XXIII	140.18	143.22	5.42	4.21	14.93
	(c) Cash and Bank Balances	XXIV	1,695.63	518.35	516.67	1,236.39	518.21
	(d) Short-Term Loans and Advances	XXV	634.07	353.02	906.30	1,012.33	689.88
	(e) Other Current Assets	XXVI	923.78	141.93	441.92	98.01	511.93
			3,440.67	**2,185.13**	**1,952.16**	**2,468.41**	**1,795.70**
Total			**98,952.47**	**86,218.51**	**53,845.89**	**39,932.93**	**23,013.68**

Note:

The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV & V.

As per our report of even date

For S. R. B. C. & Co. LLP
Chartered Accountants
ICAI Firm Registration No.: 324982E

Arpit K. Patel
Partner
Membership No.: 34032

Place: Ahmedabad
Date: August 14, 2015

For Manubhai & Shah
Chartered Accountants
ICAI Firm Registration No.: 106041W

K. C Patel
Partner
Membership No.: 30083

Place: Ahmedabad
Date: August 14, 2015

For and on behalf of the Board of Directors of
Sadbhav Infrastructure Project Limited

Mr. Vasistha Patel
Managing Director

Mr. Vishnubhai Patel
Director

Mr. Gaurav Vesasi
Company Secretary

Mr. Varun Mehta
Chief Financial Officer

Place: Ahmedabad
Date: August 14, 2015

Sadbhav Infrastructure Project Limited

Annexure: II

Restated Consolidated Summary Statement of Profit and Loss

(₹in Million)

	Annexure No.	Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
Revenue from Operations	XXVII	5,002.99	3,710.71	2,872.15	1,759.57	694.90
Other income	XXVIII	277.50	215.89	282.10	227.91	201.75
Total Revenue		**5,280.49**	**3,926.60**	**3,154.25**	**1,987.48**	**896.65**
Expenses						
Operating Expenses	XXIX	1,413.80	885.20	970.94	646.72	120.00
Employee benefits expense	XXX	243.00	163.52	102.84	61.51	33.13
Other expenses	XXXI	257.90	246.15	102.56	120.01	93.85
		1,914.70	**1,294.87**	**1,176.34**	**828.24**	**246.98**
Earnings before interest, tax and depreciation and amortisation		**3,365.79**	**2,631.73**	**1,977.91**	**1,159.24**	**649.67**
Finance costs	XXXII	5,259.15	3,552.44	1,951.76	718.44	399.02
Depreciation and Amortisation		1,406.10	915.01	498.95	215.04	102.61
Profit / (Loss) before tax		**(3,299.46)**	**(1,835.72)**	**(472.80)**	**225.76**	**148.04**
Tax expense:						
(a) Current Tax		-	121.74	50.36	127.89	77.84
(b) Deferred Tax - Charge/ (Credit)		0.22	(0.08)	(0.05)	(0.09)	(0.27)
Total Tax Expense		**0.22**	**121.66**	**50.31**	**127.80**	**77.57**
Profit / (Loss) after tax and before share of losses of minority interest and associates		**(3,299.68)**	**(1,957.38)**	**(523.11)**	**97.96**	**70.47**
Share of (Profit)/Loss attributable to Minority Interest		284.07	398.01	133.55	18.22	28.37
Share of Profit/(Loss) from Associate Company		-	-	(67.10)	(18.19)	-
Net Profit / (Loss) for the year		**(3,015.61)**	**(1,559.37)**	**(456.66)**	**97.99**	**98.84**

Note:

The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV & V.

As per our report of even date

For S. R. B. C. & Co. LLP
Chartered Accountants
ICAI Firm Registration No.: 324982E

For Manubhai & Shah
Chartered Accountants
ICAI Firm Registration No.: 106041W

For and on behalf of the Board of Directors of Sadbhav Infrastructure Project Limited

Mr. Vasistha Patel
Managing Director

Mr. Vishnubhai Patel
Director

Arpit K. Patel **Partner** **Membership No.: 34032** **Place: Ahmedabad** **Date: August 14, 2015**	**K. C Patel** **Partner** **Membership No.: 30083** **Place: Ahmedabad** **Date: August 14, 2015**	**Mr. Gaurav Vesasi** **Company Secretary** **Place: Ahmedabad** **Date: August 14, 2015**	**Mr. Varun Mehta** **Chief Financial Officer**

Sadbhav Infrastructure Project Limited

Annexure: III

Restated Consolidated Summary Statement of Cash Flows

(₹in Million)

	Particulars		**Year ended March 31,2015**	**Year ended March 31,2014**	**Year ended March 31,2013**	**Year ended March 31,2012**	**Year ended March 31,2011**
(A)	**Cash flows from operating activities**						
	Profit/(Loss) before tax		**(3,299.46)**	**(1,835.72)**	**(472.80)**	**225.76**	**148.04**
	Adjustments for:						
	Depreciation and amortisation		1,406.10	915.01	498.95	215.04	102.61
	(Profit)/Loss on sale of tangible assets		-	(0.03)	8.33	-	-
	Finance Costs		5,259.15	3,552.44	1,951.76	718.44	399.02
	Dividend income		(0.62)	(0.74)	(22.97)	(3.40)	-
	Gain on sale of investments (net)		(79.76)	(41.82)	(26.48)	(11.49)	(30.02)
	Interest income		(193.41)	(148.16)	(232.34)	(212.86)	(171.50)
	Sundry balances written back		(1.80)	(23.49)	(0.31)	(0.01)	-
	Trade receivables written off		0.40	0.48	0.41	10.95	-
	Provision for doubtful debt		0.70	-	-	-	-
	Interest receivable written off		-	-	-	-	-
	Assets under construction written off		-	82.01	-	-	-
	Operating Profit before working capital changes		**3,091.30**	**2,499.98**	**1,704.55**	**942.43**	**448.15**
	Adjustments for:						
	Decrease/(Increase) in trade receivables		1.94	231.21	(1.62)	(0.23)	(5.77)
	Decrease/(Increase) in short-term loans and advances		105.90	1.65	29.62	(125.83)	(72.14)
	Decrease/(Increase) in long-term loans and advances		(7.79)	(23.41)	(30.38)	(12.55)	443.57
	Decrease/(Increase) in other assets		(58.31)	309.00	(357.73)	43.60	(3.52)
	Increase/(Decrease) in trade payables		(23.64)	(40.85)	109.97	112.79	(546.09)
	Increase/(Decrease) in other long- term liabilities		(0.03)	(0.63)	0.78	(0.13)	(3.07)
	Increase/(Decrease) in other current liabilities		160.42	290.62	(125.34)	121.34	(139.88)
	Increase/(Decrease) in provisions		363.82	93.53	128.76	120.82	271.08
	Cash generated from operations		**3,633.61**	**3,361.10**	**1,458.61**	**1,202.24**	**392.33**
	Direct taxes paid (net)		(69.44)	(115.01)	(120.04)	(135.22)	(68.91)
	Net cash generated from	**(A)**	**3,564.17**	**3,246.09**	**1,338.57**	**1,067.02**	**323.42**

	Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	operating activities						
(B)	**Cash flows from investing activities**						
	Purchase/ Construction of Fixed Assets (including Work-in-Progress)		(11,269.02)	(8,865.45)	(9,186.41)	(13,227.88)	(6,861.76)
	Proceeds from sale of tangible assets		0.25	3.01	10.18	-	0.16
	Payment of Additional Concession Fees		(84.94)	(186.45)	(29.25)	-	-
	Proceeds from sale of / (Purchase of) mutual funds (Net) (including Gain)		1,061.36	(904.93)	62.10	(45.23)	230.83
	Dividend received		0.62	0.74	22.97	3.40	-
	Sub-Ordinate Debt Given		-	(21.31)	(124.00)	(450.80)	(64.52)
	Unsecured Loans Given		(251.23)	(170.00)	(274.56)	(444.66)	(520.31)
	Proceeds from Recovery of Unsecured Loan Given		1.41	737.99	350.93	5.85	7.60
	Payment towards acquisition of Subsidiary		(1,517.31)	-	-	(556.25)	(807.30)
	Advance towards Purchase of Shares		-	-	(45.11)	(68.77)	(596.54)
	Share Application money given		-	-	-	(32.18)	(154.99)
	Share Application money received back		-	-	-	137.16	-
	Payment towards Purchase of Non-Current Investments		(10.97)	(11.72)	(1.73)	(62.74)	(4.41)
	Payment towards Investment in Fixed Deposit having maturity period of more than 3 months		(21.08)	-	-	-	-
	Interest received		35.78	25.38	174.48	160.88	128.73
	Net cash used in investing activities	**(B)**	**(12,055.13)**	**(9,392.74)**	**(9,040.40)**	**(14,581.22)**	**(8,642.51)**
(C)	**Cash Flows from financing activities**						
	Proceeds from issuance of share capital		-	-	18.35	-	263.73
	Proceeds from securities premium on issuance of share capital		-	-	1,231.65	-	6,341.60
	Share issue expenses		(66.18)	-	(1.25)	-	(100.47)
	Proceeds from Issue of share capital to Minority Shareholders		-	242.14	54.23	45.26	80.63
	Grant received during the year		1,303.03	-	582.30	2,153.69	-
	Proceeds from Sub-ordinate		-	434.78	269.15	181.28	348.08

	Particulars		Year ended March 31,2015	Year ended March 31,2014	Year ended March 31,2013	Year ended March 31,2012	Year ended March 31,2011
	from Minority Shareholders						
	Repayment of Sub-Ordinate debt to Minority Shareholders		-	-	-	(135.45)	(441.95)
	Proceeds from long-term borrowings		12,866.60	8,447.66	8,510.85	14,606.52	10,080.19
	Repayment of long- term borrowings		(714.79)	(696.59)	(173.46)	(103.98)	(5,833.10)
	Proceeds from short-term borrowings		6,391.35	4,766.31	701.64	1,026.36	1,684.57
	Repayment of short-term borrowings		(4,641.97)	(2,151.12)	(345.40)	(728.48)	(2,648.03)
	Finance Costs		(5,490.88)	(4,895.35)	(3,865.95)	(2,812.82)	(966.68)
	Net cash from financing activities	**(C)**	9,647.16	6,147.83	6,982.11	14,232.38	8,808.57
	Net increase/(decrease) in cash & cash equivalents	**(A+B+C)**	**1,156.20**	**1.18**	**(719.72)**	**718.18**	**489.48**
	Cash & cash equivalents at beginning of the year		518.35	516.67	1,236.39	518.21	0.66
	Cash & cash equivalents on Acquisition of Subsdiary		-	0.50	-	-	28.07
	Cash and cash equivalents at end of the year		**1,674.55**	**518.35**	**516.67**	**1,236.39**	**518.21**

Notes:

(i) Components of cash and cash equivalents (Refer Annexure: XXIV):

Cash on hand	24.28	28.50	14.01	5.17	4.43
Balances with scheduled banks:					
- In current accounts	1,320.24	489.82	135.17	225.32	263.78
- In deposit accounts	330.03	0.03	367.49	1,005.90	250.00
Cash and cash equivalents	**1,674.55**	**518.35**	**516.67**	**1,236.39**	**518.21**

(ii) During the year ended March 31, 2015, (a) short term loan of ₹779.56 Million from SEL was converted into long term loan, (b) Compulsory convertible debentures of ₹750 Million were converted into equity share capital and (c) Compulsory Convertible Cumulative Preference Share capital of ₹22.51 Million was converted into equity share capital. Accordingly the same are not considered for the purpose of cash flow movement.

(iii) The cash flow statement has been prepared under indirect method as per Accounting Standard -3 “Cash Flow Statement”.

(iv) The above cash flow does not include non-cash items.

(v) Figures in brackets represent outflows

(vi) The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

As per our report of even date

For S. R. B. C. & Co. LLP
Chartered Accountants
ICAI Firm Registration No.: 324982E

Arpit K. Patel
Partner
Membership No.: 34032

Place: Ahmedabad
Date: August 14, 2015

For Manubhai & Shah
Chartered Accountants
ICAI Firm Registration No.: 106041W

K. C Patel
Partner
Membership No.: 30083

Place: Ahmedabad
Date: August 14, 2015

For and on behalf of the Board of Directors of
Sadbhav Infrastructure Project Limited

Mr. Vasistha Patel
Managing Director

Mr. Vishnubhai Patel
Director

Mr. Gaurav Vesasi
Company Secretary

Mr. Varun Mehta
Chief Financial Officer

Place: Ahmedabad
Date: August 14, 2015

Sadbhav Infrastructure Project Limited

ANNEXURE IV

Notes on Material Adjustments

The summary of results of restatement made in the audited consolidated financial statements for the respective years and its impact on the profit/(loss) of the Company is as follows:

(₹in Million)

Sr. No.	Particulars	Year ended				
		March 31, 2015	**March 31, 2014**	**March 31, 2013**	**March 31, 2012**	**March 31, 2011**
(a)	Net (loss) / profit after tax and minority interest as per audited consolidated financial statements	(3,433.02)	(396.26)	(783.97)	(13.32)	(146.51)
(b)	**Adjustments to net profit as per audited financial statements:**					
	Amortisation (charge) / credit due to change in method of intangibles' amortisation - (Note 1)	-	(1,577.50)	706.51	186.18	96.93
	Goodwill amortisation (charge) / credit as a result of restatement of Goodwill / Capital Reserve - (Note 2)	11.37	11.37	11.19	17.57	(1.67)
	Major repairs & maintenance cost (charge) / credit - (Note 3)	221.66	297.40	(129.37)	(119.81)	(63.22)
	Interest waiver on Sub ordinate debt - (Note 4)	-	22.65	-	-	-
	Annuity income accrued / (reversed) - (Note 5)	-	-	(89.64)	33.35	-
	Additional Concession Fees (charge) / credit due to change in method of accounting - (Note 6)	(153.32)	129.48	23.84	-	-
	Restatement of elimination of intra group transaction - (Note 7)	-	-	-	-	224.39
	Ancillary borrowing cost (charge) / credit due to change in method of accounting - (Note 8)	(8.05)	7.07	0.97	-	-
	Restatement of Service Tax on User Fees Income- (charge) / credit (Note 9)	26.17	(26.10)	(0.07)	-	-
	Reversal of toll collection duirng construction period (Note 10)	36.80	-	-	-	-
	Total adjustments before tax	**134.63**	**(1,135.63)**	**523.43**	**117.29**	**256.43**
(c)	**Restated (loss) / profit before tax and minority interest (a+b)**	**(3,298.39)**	**(1,531.89)**	**(260.54)**	**103.97**	**109.92**
(d)	Total current tax adjustment of earlier years (charge) / credit (Note 11)	21.32	(20.87)	(2.76)	0.26	(0.41)
(e)	**Restated (loss) / profit after tax and before minority interest (c+d)**	**(3,277.07)**	**(1,552.76)**	**(263.30)**	**104.23**	**109.51**
(f)	Impact on minority interest on account of adjustments (Note 12)	261.46	(6.61)	(193.36)	(6.24)	(10.67)
(g)	**Restated (loss) / profit after tax and minority interest (e+f)**	**(3,015.61)**	**(1,559.37)**	**(456.66)**	**97.99**	**98.84**

Note 1 Adjustment to amortisation of intangible assets

Pursuant to change in accounting policy relating to amortisation of Toll Collection Rights in the Financial Year 2013-14, the Group has retrospectively revised the method of amortisation of Toll Collection Rights from Straight Line basis to amortisation based on proportion of actual revenue received during the accounting year to the total projected revenue till the end of the concession period, in terms of notification dated April 17, 2012 of Ministry of Corporate Affairs (MCA). The resultant excess amortisation provided in the books of account till March 31, 2013 as per the earlier basis to the extent of ₹1,577.50 Million has been written back in Statement of Profit and Loss. For the purpose of the restated consolidated summary statements, such amortisation have been appropriately adjusted in the Statement of Profit and loss for the respective years to which the transaction pertains to. The amount of ₹587.88 Million pertaining to period prior to acquistion of subsidiaries is adjusted against the Goodwill/ Capital Reserve arising on acquisition of the respective subsidiairies.

Note 2 Goodwill restatement

The amount of Goodwill/Capital Reserve on acquisition of subsidiaries is revised as a result of restatement of profit / (loss) of subsidiaries for the period prior to acquisition date. Due to this, the amortisation of goodwill generated on acquisition of subsidiaries has changed. The aggregate financial impact of amortisation is ₹46.45 Million which has been given effect in the restated financial statements of respective years.

Note 3 Accounting of major repairs & maintenance

The subsidiaries of the Company operate Road Projects on Build, Operate & Transfer ("BOT") and Design, Build, Finance, Operate & Transfer ("DBFOT") basis which are governed by concession agreements with government authorities. According to these service concession agreements, subsidiaries are required to incur repairs and maintenance cost on roads after certain period as stipulated under the agreements. The subsidiaries have made provision for the first time in Financial Year 2013-14 for such cost which include cost pertaining to earlier years. Consequently, in preparation of restated financial statement the effect of such provision is given in Statement of Profit and Loss for respective financial years. Further, the amount of ₹206.66 Million pertaining to period prior to acquisition of subsidiaries is adjusted against the Goodwill/ Capital Reserve arising on acquisition of the respective subsidiaries.

Note 4 Interest on sub ordinate debt

In the year 2013-14, Sadbhav Infrastructure Project Limited waived off Interest accrued of ₹22.65 Million on sub-ordinate debt due from Maharashtra Border Check Post Network Limited, which has been adjusted with the opening balance of net surplus in the statement of Consolidated Profit and Loss for the year ended March 31, 2011.

Note 5 Annuity Income

During the financial year 2011-12, in one of the subsidiaries company i.e Nagpur Seoni Expressway Limited (NSEL), the Executive committee of the NHAI decided to award Provisional Commercial Operation Date (PCOD) w.e.f October 21, 2010 instead of eligible PCOD w.e.f. May 25, 2010. The Company had requested to NHAI for review of PCOD which was under consideration. During the financial year 2012-13, the Company had communicated to NHAI for review of the PCOD and fixing semi annual annuity income. The same was considered by NHAI positively and NSEL was awarded PCOD w.e.f. May 25, 2010. Due to change in the estimation of the semi annual annuity income & PCOD, net revenue credited to the statement of Profit & Loss was higher by ₹89.64 Million in financial year 2012-13 and was lower by ₹33.35 Million in financial year 2011-12 in the Consolidated Financial Statement which has been restated in the respective years. Further, an amount of ₹56.29 Million of annuity income pertaining to period prior to the date on which NSEL became an associate of the Company is adjusted against the Goodwill/ Capital Reserve arising on such acquisition.

Note 6 Capitalisation of additional concession fees payable to National Highways Authority of India ('NHAI')

During the years 2012-13 and 2013-14, subsidiary companies, Rohtak- Panipat Toll Way Private Limited (RPTPL) and Hyderabad -Yadgiri Tollway Private Limited (HYTPL) charged to Statement of profit and loss in respect of additional concession fees in accordance with the Concession agreement entered with NHAI. However, RPTPL and HYTPL have changed the method of accounting in respect of additional concession fees with effect from April 01, 2014, due to which RPTPL and HYTPL reversed the fees paid of ₹39.00 Million and ₹224.70 Million from statement profit and loss in the years 2012-13 and 2013-14, respectively, and capitalised ₹22,629.71 Million to Intangible asset in the consolidated financial statement. RPTPL and HYTPL had provided ₹15.16 Million and ₹95.22 Million as amortisation costs on such asset in the year 2012-13 and 2013-14. Accordingly, net credit of ₹129.48 Million and ₹23.84 Million has been adjusted to Statement of profit and loss for the years ended March 31, 2014 and 2013 respectively.

Note 7 Restatement of elimination of intra group transactions

W.e.f Financial year 2011-12, the Company prepared its Consolidated Financial Statement based on the policy that the Build, Operate & Transfer (BOT) / Design, Build, Finance, Operate & Transfer (DBFOT) contracts are governed by concession agreements with government authorities (Grantor). Under these agreements, the operator (Group Companies) which are Special Purpose Vehicles, does not own the Infrastructure assets, but gets toll collection/user fee rights against the construction services rendered. Since the construction revenue earned by the company is considered as exchanged with the grantor against toll collection/user fee rights, profit from such contracts is considered as realised.

Accordingly the intra group transactions on BOT/DBFOT contracts and the profits arising thereon are taken as realised and are not eliminated.

In order to make uniform accounting policy for preparation of restated financial statement for the year 2010-11 the Company has reversed the elimination of income made in Consolidated financial statement of ₹224.39 Million.

Note 8 Ancillary borrowing cost

Maharsatra Border Checkpost Network Limited (MBCPNL), one of the subsidiaries of the Company paid ancillary borrowing cost of ₹225.37 Million and accounted the same under Capital work in progress. In the year 2012-13, MBCPNL transferred the same to other current asset and started amortisation of ancillary cost. To the extent of amortised cost related to construction period it was allocated to check posts and capitalised during respective period and remaining expensed to the statement of profit and loss. However, MBCPNL changed the method and capitalised the entire ancillary borrowing cost. Due to this change amortisation of ₹0.97 Million and ₹7.07 Million are adjusted to the statement of profit and loss of the financial years 2012-13 and 2013-14.

Note 9 Service tax on User Fees

During the year ended March 31, 2015, Maharashtra Border Check Post Network Limited (‘MBCPNL’), a subsidiary of the Company, has recongnized service tax charge on user fee income rendered since April 2013 and also accounted credit of service tax paid on input services availed since financial year 2009-10. Consequently MBCPNL has recorded service tax liability of ₹26.17 million relating to user fee income of the financial year 2013-14 which has been adjusted to the respective financial years. Also refere note (C) (v) of Annexure XXXV.

Note 10 Reversal of Toll Collection during construction period

During the year 2014-15 Ahmedabad Ring Road Infrastructure Limited (ARRIL) has made a provision of ₹36.80 Million payable to Ahmedabad Urban Development Authority (AUDA) towards the toll collected by the subsidiary entity during the construction period, before April 1, 2010, without permission of AUDA. Consequently the amount of ₹36.80 Million, pertaining to the period prior to the date on which ARRIL became subsidiary of the Compay, has been adjusted against the Goodwill / Capital Reserve arising on such acquisition.

Note 11 Total current tax adjustment of earlier years

As a result of the adjustments to consolidated statement of profit and loss of respective years the current tax has changed in the restated financial as per following table:

(₹in Million)

Particulars	Year 2014-15	Year 2013-14	Year 2012-13	Year 2011-12	Year 2010-11
Short / (Excess) provision for current tax of	21.32	(20.87)	(2.76)	0.26	(0.41)

Particulars	Year 2014-15	Year 2013-14	Year 2012-13	Year 2011-12	Year 2010-11
earlier years					

Note 12 Impact on minority interest on account of restatement adjustments

Pursuant to change in accounting policy as explained in Note 1 above and provision for major maintenance expense as explained in Note 3 above and other adjustments as detailed above, the profit/(loss) of the subsidiary companies have been restated and the corresponding share of minority shareholders of subsidiary companies amounting to ₹ (19.83) Million for the year ended March 31, 2015, has also been restated. Further, the Company has recognised share of losses of minority interest aggregating to ₹281.39 million during the year ended March 31, 2015, pertaining to earlier years which has been adjusted to respective years.

Note 13 Material Regrouping

Appropriate adjustments have been made in the Restated Consolidated Summary Statements of Assets and Liabilities, Profit and Losses and Cash Flows, wherever required, by a reclassification of the corresponding items of income, expenses, assets, liabilities and cash flows in order to bring them in line with the groupings as per the audited financials of the Company as at March 31, 2015, prepared in accordance with Schedule III to the Companies Act, 2013 and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations, 2009 (as amended).

Note 14 Restatement adjustments made in the audited opening balance figure in the net surplus in the Statement of Consolidated Profit and Loss for the year ended March 31, 2011

Particulars	Amount in ₹Million
Net surplus in the Statement of Profit and Loss as at April 1, 2010 as per audited financial statements	34.78
Adjustment:	
Waiver of Interest on Sub Ordinate Debt given to subsidiary (Note 4)	(22.65)
Miscellaneous expenditure written off (Refer Note 15)	(3.52)
Net surplus in the Statement of Profit and Loss as at April 1, 2010 as restated	**8.61**

Note 15 In the year 2008-09, the Company had incurred pre-operative expenditure of ₹4.42 million towards issue of shares which was carried forward in balance sheet as Miscellaneous Expenditure. The Company had written off ₹0.90 Million to the statement of profit & loss in the year 2009-10 and balance ₹3.52 Million was adjusted from securities premium in the year 2010-11. However, this should have been charged off to the statement of profit & loss in the year of expenditure itself. Thus, the Company has restated the same by reducing operating expenses by the amount of ₹3.52 Million from opening reserves of the year 2010-11.

Non Adjusting Items:

Note 16 Emphasis of Matter Paragraph to the Auditor's report on the consolidated financial statements for the year ended March 31, 2014 which do not require any quantitative adjustment in the restated consolidated summary statements is as follows:

During the year, one of the subsidiaries company i.e. Solapur Bijapur Tollway Private Limited has entered the settlement and close out agreement with National Highways Authority of India ('NHAI') dated 23rd December, 2013 for foreclose the concession agreement due to delay in handing over the land for the road project as per Concession agreement with NHAI. Since, the subsidiary was promoted for purpose of execution of above road project under the concession agreement which is foreclosed and hence sub-ordinate debt given to the SPVs has been waived off.

Note 17 Application of Revised Schedule VI

During the year ended March 31, 2012, Revised Schedule VI notified under the Companies Act, 1956, has become applicable to the Company for preparation and presentation of its financial statements. The adoption of Revised Schedule VI does not impact recognition and measurement principles followed for preparation of financial statements. However, it has significant impact on presentation and disclosures made in the financial statements. The Company has also reclassified the figures for the year ended March 31, 2011 in accordance with the requirements applicable for the year ended March 31, 2012.

Sadbhav Infrastructure Project Limited

Annexure V

Notes to Restated Consolidated Summary Statement of Assets and Liabilities, Statement of Profit and Loss and Statement of Cash Flows

A Corporate Information:

Sadbhav Infrastructure Project Limited ("the Company" or "SIPL") is engaged in development, construction as well as operation & maintenance of infrastructure projects and related consulting and advisory services. The Company undertakes development of infrastructure projects directly or indirectly through Special Purpose Vehicles (SPVs) as per the concession agreements in the form of subsidiaries, jointly controlled entities and associates.

The Company is a subsidiary of Sadbhav Engineering Limited ("SEL"), a listed company, engaged in providing engineering, procurement and construction services ("EPC") in the road and other infrastructure projects.

In terms of Reserve Bank of India directive with regards to systematically important Core Investment Companies (Reserve Bank) Directions 2011, the Company is not required to be registered with Reserve Bank of India as on March 31, 2015 based on eligibility criteria.

B Basis of preparation:

The Consolidated Summary Statement of Assets and Liabilities of the Company as at March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011 and the related Restated Consolidated Summary Statement of Profits and Losses and Cash Flows Statement for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011 (herein collectively referred to as 'Restated consolidated Summary Statements') have been compiled by the management from the consolidated financial statements of the Company for the years ended March 31, 2015, March 31, 2014, March 31, 2013, March 31, 2012 and March 31, 2011.

The Restated Consolidated Financial Statements of the Company have been prepared in accordance with the generally accepted accounting principles in India (Indian GAAP). The company has prepared these Consolidated Financial Statements to comply in all material respects with the accounting standards specified under the section 133 of the Companies Act, 2013, read with rule 7 of the Companies (Accounts) Rules, 2014 (consolidated financial statements up to March 31,2014 comply with accouting standards specified under Companies Act 1956, which are similar to accouting standard specified under section 133 of the Companies Act,2013) and other accounting principles generally accepted in India. The Consolidated Financial Statements have been prepared under the historical cost convention on an accrual basis. The accounting policies have been consistently applied by the company and are consistent with those used for the purpose of preparation of financial statements as at and for the year ended March 31, 2015.

Restated Consolidated Summary Statements relate to the Group and have been prepared specifically for inclusion in the offer document to be filed by the Company with the Securities and Exchange Board of India ('SEBI') and Registrar of Companies (ROC) in connection with its proposed Initial Public Offering.

These Restated Consolidated Summary Statements of assets and liabilities, profits and losses and cash flows have been prepared by the Group to comply in all material respects with the requirements of Sub-clause (i), (ii) and (iii) of clause (b) of Sub-section (1) of Section 26 of Chapter III of the Companies Act, 2013 read with rules 4 of Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 ("the SEBI Guidelines") issued by SEBI on August 26, 2009 as amended from time to time.

Principles of Consolidation:

The consolidated financial statements relate to Sadbhav Infrastructure Project Limited, its subsidiary companies and associates hereinafter referred to as the “Group Companies” or “Group”. In the preparation of consolidated financial statements, investment in the subsidiaries and associates have been accounted for in accordance with Accounting Standard (AS) 21 - ‘Consolidated Financial Statements’ and AS 23 – ‘Accounting for Investments in Associates in Consolidated Financial Statements’ as specified under section 133 of the Companies Act, 2013, read with rule 7 of the Companies (Accounts) Rules, 2014. The Restated consolidated financial statements have been prepared on the following basis:

The financial statements of the Company and its subsidiary companies have been combined to the extent possible on a line by line basis by adding together like items of assets, liabilities, income and expenses. The results of subsidiaries acquired are included in the Consolidated Statement of Profit and Loss from the effective date of acquisition and continues to be consolidated until the date that such control ceases (including through voting rights). All significant intra group balances or transactions have been eliminated on consolidation except for transactions specified below. Unrealized losses resulting from intra-group transactions that are deducted in arriving at the carrying amount of assets are also eliminated unless cost cannot be recovered. The amounts shown in respect of reserves comprise the amount of relevant reserves as per the balance sheet of the parent company and its share in the post – acquisition change in the relevant results of the subsidiaries.

The Build, Operate & Transfer (BOT) and Design, Build, Finance, Operate & Transfer (DBFOT) contracts are governed by Concession agreements with government authorities (Grantor). Under these agreements, the operator (Group Companies) which are Special Purpose Vehicles, does not own the Infrastructure assets, but gets toll collection/ service fee rights against the construction services rendered. Since the construction revenue earned by the Company is considered as exchanged with the grantor against toll collection/service fee collection rights, profit from such contracts is considered as realised.

Accordingly the intra group transactions on BOT/DBFOT contracts and the profits arising thereon are taken as realised and not eliminated.

Investment in Associate Company has been accounted under the equity method as per Accounting Standard AS 23 “Accounting for Investments in Associates in Consolidated Financial Statements”. The Company accounts for its share in change in net assets of the associate Company, post acquisition, after eliminating unrealised profits and losses resulting from transactions between the Company and the associate company to the extent of its share, through its Consolidated Statement of Profit and Loss.

The excess of cost of the Group’s investments in each subsidiary and associates over the Group’s share in equity of such entities, at the date on which such investment is made, is recognised as Goodwill and included as an asset in the Consolidated Balance Sheet. The excess of the Group’s share in equity of each subsidiary and associates at the date on which the investment is made, over the cost of the investment is recognised as Capital Reserve and included as Reserves and Surplus under Shareholders’ Equity in the Consolidated Balance Sheet. Any change in the cost of the investment in subsidiary post the acquisition thereof is effected by way of change in the goodwill on consolidation or capital reserve on consolidation, as the case may be.

Minority interests represent the portion of profit or (loss) and net assets not held by the Group and are presented separately in the consolidated statement of profit and loss and consolidated balance sheet, separately from parent shareholders’ equity. Where accumulated losses attributable to the minorities are in excess of their equity, in the absence of the contractual obligation on the minorities, the same is accounted for by the Parent Company.

The Financial statements of the subsidiaries and associate are prepared for the same reporting year as the parent company, using consistent accounting policies. The restated consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances and are presented in the same manner as the Company’s separate financial statements.

The list of subsidiaries included in the consolidation and the company’s holding therein are as under:

I Information pertaining to Subsidiaries

Sr. No.	Name of Subsidiary	Country of Incorporation	Proportion of Ownership Interest held as at				
			March 31, 2015	March 31, 2014	March 31, 2013	March 31, 2012	March 31, 2011
1	Ahmedabad Ring Road Infrastructure Limited (‘ARRIL’)	India	100%#	80%	80%	80%	80%*
2	Aurangabad Jalna Toll Way Limited (‘AJTWL’)	India	100%	100%	100%	100%#	51%*
3	Bijapur Hungund Tollway Private Limited (‘BHTPL’)	India	77%	77%	77%	77%	77%*
4	Hyderabad Yadgiri Tollway Private Limited (‘HYTPL’)	India	100%#	60%	60%	60%	60%*
5	Maharashtra Border Check Post Network Ltd (‘MBCPNL’)	India	78%#	27%	27%	27%	27%*
6	Rohtak Panipat Tollway Private Limited (‘RPTPL’)	India	100%	100%	100%	100%	100%*
7	Shreenathji-Udaipur Tollway Private Limited (‘SUTPL’)	India	100%#	74%	74% $	-	-
8	Solapur-Bijapur Tollway Private Limited (‘SBTPL’)	India	-@	74%	74% $	-	-
9	Bhilwara-Rajsamand Tollway Private Limited (‘BRTPL’)	India	100%#	74%	74% $	-	-
10	Rohtak Hissar Tollway Private Limited (‘RHTPL’)	India	100%#	74% $	-	-	-
11	Nagpur Seoni Expressway Limited (‘NSEL’)	India	100%	100% #	39%	39%*	-

*	Acquisition of investment during the year
$	Incorporated during the year
#	Additional acquisition during the year
@	In case of SBTPL, the company had made an application on November 10, 2014 for striking off name under section 560 of the Companies Act, 1956. In response to this, Registrar of Companies, Gujarat, has issued Notice under sub section (3) of Section 560 of The Companies Act, 1956 dated May 12, 2015, whereby it mentioned that the name of the SBTPL is struck off from the Register and the company is dissolved.

Note**:**

1 From October 14, 2011 to April 2, 2013, NSEL was an associate company of SIPL having 39% holding in NSEL.

2 Till October 16, 2014 MBCPNL was subsidiary of SIPL having control through board of directors and economic interest.

3 In terms of Share Purchase Agreement (SPA) dated November 3, 2014, between SIPL and Patel Infrastructure Private Limited (‘PIPL’), SIPL has acquired 2,092,000 shares of PIPL in Ahmedabad Ring Road Infrastructure Limited (“ARRIL”) for purchase consideration of ₹620 Million. As at March 31, 2015, SIPL had paid an amount of ₹400 Million to PIPL being partial payment of the total purchase consideration and received approval of lenders to acquire stake of

PIPL, as a condition precedent in terms of SPA. After March 31, 2015, SIPL has paid the remaining purchase consideration of ₹220 Million to PIPL in the month of April 2015 and 1,464,400 equity shares held by PIPL were transferred to SIPL. The transfer formalities for the remaining 627,600 equity shares are in process as such shares held are pledged with lenders of ARRIL. As at March 31, 2015, the Company has recorded the transaction in the book as all the conditions precedent in terms of SPA got complied.

4 In terms of Share Purchase Agreement dated September 22, 2010, between SIPL and Sadbhav Engineering Limited ('SEL'), SIPL has acquired 24,479,940 equity shares of NSEL from SEL. NSEL has received approval from National Highway Authority of India ('NHAI') for transfer of shares from SEL to SIPL on April 3, 2013. As at March 31, 2015, the transfer formality of 14,400,000 equity shares are in process as shares held by SEL are pledged with lender of NSEL.

C Significant Accounting Policies:

(a) Use of Estimates:

The preparation of financial statements in conformity with Indian GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period. Although these estimates are based on management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

(b) Accounting for Rights under Concession Arrangements

(i) *Recognition and Measurement*

The Group builds infrastructure assets under public-to-private Concession Arrangements which it operates and maintains for periods specified in the Concession Arrangements.

Under the Concession Agreements, where the Group has received the right to charge users of the public service, such rights are recognised and classified as "Intangible Assets". Such right is not an unconditional right to receive consideration because the amounts are contingent to the extent that the public uses the service and thus are recognised and classified as intangible assets. Such an intangible asset is recognised by the Group at cost (which is the fair value of the consideration received or receivable for the construction services delivered) and is capitalized when the project is complete in all respects and when the Company receives the completion certificate from the authority as specified in the Concession Agreement and in case of MBCPNL, each check post is capitalised when the company receives completion certificate from the authority. The economics of the project is for the entire length of the road / infrastructure as per the bidding submitted by the Company.

Under the Concession Agreements, where the Group has acquired contractual rights to receive specified determinable amounts, such rights are recognised and classified as "Right for Annuity fees" under Intangible assets, even though payments are contingent on the Group ensuring that the infrastructure meets the specified quality or efficiency requirements.

Consideration for various services (i.e. construction or upgrade services, operation and maintenance services, overlay services) under the Concession Agreements is allocated on the basis of costs actually incurred or the estimates of cost of services to be delivered.

(ii) *Premium capitalisation*

The Group has contractual obligation to pay premium (concession fees) to National Highway Authority of India ("NHAI"), Grantor, over the concession period. Such obligation has been recognised upfront on an undiscounted basis when the project gets completed as per the Concession Agreements as 'Intangible assets – Toll Collection Right' and corresponding obligation for committed premium is recognised as liabilities.

(iii) *Contractual obligation to restore the infrastructure to a specified level of serviceability*

The Group has contractual obligations to maintain the road / infrastructure to a specified level of serviceability or restore the road / infrastructure to a specified condition before it is handed over to the grantor of the Concession Agreements. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of intangible assets, the timing and amount of such cost are estimated and determined by estimated cash flows, expected to be incurred in the year of overlay. Such costs are recognised by charging it to revenue on the basis of units of usage method i.e. on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on management estimates.

(iv) *Revenue Recognition*

Toll / Infrastructure Service Income:

The revenue is recognized in the period of collection which generally coincide as and when the traffic passes through toll – plazas / usage of the public services.

Revenue from Operating and Maintenance Services and from overlay services is recognised in the period in which such services are rendered.

Contractual Income:

Contract revenue and costs associated with project related activities is recognized as by reference to the stage of completion of the projects at the reporting date. The stage of completion of a project is determined by the proportion that the contract cost incurred for work performed up to the reporting date bears to the estimated total contract costs.

Any short revenue recognized in accordance with the stage of completion of the project, in comparison to the amounts billed to the clients in accordance with the milestones completed as per the respective project, is carried forward as "Unbilled Revenue".

An expected loss on construction contract is recognized as an expense immediately when it is certain that total contract costs will exceed the total contract revenue.

Price escalation and other claims and/or variation in the contract work are included in contract revenue only when negotiations have reached at an advanced stage such that it is probable that customer will accept the claim and the amount that is probable will be accepted by the customer can be measured reliably.

(v) *Borrowing cost*

In respect of an intangible asset, borrowing costs attributable to the construction of roads / infrastructure are capitalised up to the date of the final completion certificate of the asset / facility received from the authority for its intended use specified in the Concession Agreement. All borrowing costs subsequent to the date of final completion certificate of the asset / facility as specified in Concession Agreement are charged to the Statement of Profit and Loss in the period in which such costs are incurred.

(vi) *Amortisation of Intangible Asset*

The intangible rights which are recognised in the form of right to charge users of the infrastructure.

Asset are amortized by taking proportionate of actual revenue earned for the year over Total Projected Revenue from project to Cost of Intangible assets i.e. proportionate of actual revenue earned for the year over Total Projected Revenue from the Intangible assets expected to be earned over the balance concession period as estimated by the management.

Total Projected Revenue shall be reviewed at the end of the each financial year and the total projected revenue shall be adjusted to reflect any changes in the estimates which lead to the actual collection at the end of the concession period.

(c) Fixed Assets:

Tangible Assets

Tangible fixed assets acquired by the Group are stated at cost less accumulated depreciation and impairment losses, if any. Direct cost comprises of all expenditure of capital in nature attributable to bringing the tangible asset to working condition for its intended use and incidental expenses including interest relating to acquisition, until fixed assets are ready to be put to use.

(d) Depreciation and Amortisation:

(i) Upto March 31, 2014, the depreciation on Tangible Assets is provided using the Written Down Value method at rates prescribed under Schedule XIV to the Companies Act, 1956 and with effect from April 1, 2014, the depreciation is provided based on useful life prescribed under Schedule II of the Companies Act 2013. In respect of fixed assets purchased during the period, depreciation is provided on a pro-rata basis from the date on which such asset is ready to be put to use. All categories of assets costing less than ₹5,000 each are fully depreciated in the year of purchase.

(ii) In case of AJTWL, ARRIL, RPTPL, HYTPL depreciation on tangible fixed assets, are amortized on straight line basis, from the date on which such asset is ready for use, till the end of concession period.

(iii) Goodwill comprises the portion of the purchase price for an acquisition that exceeds the Group's share in the identifiable assets, with deduction for liabilities, calculated on the date of acquisition. The Company has made acquisition in shares of SPV's which operate projects that have finite project life as per Concession Agreements. Thus, goodwill arising on consolidation is amortized on straight line basis, beginning from the date of acquisition of subsidiaries/ jointly controlled entities or commencement of commercial operations by subsidiaries/ jointly controlled entities, whichever is later, till the end of concession period.

(e) Expenditure during construction period, pending allocation:

Expenditure directly relating to construction activity is capitalized. Indirect expenditure incurred during the construction period is capitalized as part of the indirect construction cost to the extent to which the expenditure is indirectly related to construction or is incidental thereto. Income earned during construction period is deducted from the total of the indirect expenditure. Other indirect expenditure (including borrowing costs) incurred during the construction period which is not related to the construction activity nor is incidental thereto, is charged to Statement of Profit and Loss.

(f) Impairment of Assets:

(i) The company assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the company estimates the asset's recoverable amount. An asset's (including goodwill) recoverable amount is the higher of an assets net selling price and its value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

(ii) The company's impairment tests of investments in SPV entities are based on value in use. The Company has used expected future cash flow of projects in respect of SPV entities which generally covers period of the concession agreement using long term growth rate applied to future cash flows.

(iii) After impairment, depreciation/ amortisation is provided on the revised carrying amount of the asset over its remaining useful life.

(g) Revenue Recognition other than from Concessional Arrangement:

Income is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. The following are specific recognition criteria must also be met before income is recognized;

Income from sale of services:

Revenue in respect of arrangements made for rendering services over specific contractual term is recognized on a straight line basis over the contractual term of the arrangement. In respect of arrangements, which provide for an upfront payment followed by additional payments as certain conditions are met (milestone payments), the amount of revenue recognized is based on the services delivered in the period as stated in the contract. In respect of arrangements where fees for services rendered are success based, revenue is recognized only when the factors on which the fee is based, actually occurs.

Dividend:

Income is recognized when the shareholders' right to receive payment is established by the reporting date.

Interest:

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head "other income" in the statement of profit and loss.

(h) Foreign Currency Transactions

(i) **Initial Recognition:**

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

(ii) **Conversion:**

Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items, which are measured in terms of historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction.

(iii) **Exchange Difference:**

The company accounts for exchange differences arising on translation/ settlement of foreign currency monetary items as below:

- Exchange differences arising on long-term foreign currency monetary items related to acquisition of a fixed asset are capitalized and depreciated over the remaining useful life of the asset.

- Exchange differences arising on other long-term foreign currency monetary items are accumulated in the "Foreign Currency Monetary Item Translation Difference Account" and amortized over the remaining life of the concerned monetary item.

- All other exchange differences are recognized as income or as expenses in the period in which they arise.

(iv) Forward exchange contracts entered into to hedge foreign currency risk of an existing asset/ liability

The premium or discount arising at the inception of forward exchange contract is amortized and recognized as an expense/ income over the life of the contract. Exchange differences on such contracts, except the contracts which are long-term foreign currency monetary items, are recognized in the statement of profit and loss in the period in which the exchange rates change. Any profit or loss arising on cancellation or renewal of such forward exchange contract is also recognized as income or as expense for the period. Any gain/ loss arising on forward contracts which are long-term foreign currency monetary items is recognized in accordance with paragraph (iii) above.

(i) Government Grant:

(i) Government grants are recognised only when it is reasonably certain that the related entity will comply with the conditions and ultimate collection is not in doubt.

(ii) Grant received from Government, in the nature of promoters' contribution are treated as Capital Reserve. Grant received as compensation for expenses or losses are taken to the Consolidated Statement of Profit and Loss and is accounted in the period to which it relates.

(j) Investments:

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

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties.

Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value is made to recognize a decline other than temporary in the value of the investments.

On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

(k) Employee Benefits:

(i) Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when an employee renders the related services. The company has no obligation, other than the contribution payable to the provident fund.

(ii) The company operates one defined benefit plan for its employees, viz., gratuity liability. The costs of providing benefits under this plan are determined on the basis of actuarial valuation at each year-end. Actuarial valuation is carried out using the projected unit credit method made at the end of each reporting date. Actuarial gains and losses for the defined benefit plans are recognized in full in the period in which they occur in the consolidated statement of profit and loss. In case of ARRIL, an insurance policy under the group gratuity scheme with the Life Insurance Corporation of India is taken to cover its gratuity liability.

(iii) Compensated absences which accrue to employees and which is expected to be utilized or encashed within the next 12 months from reporting date, is treated as short-term employee benefit. The company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date. As per Company policy, no leave are expected to be carried forward beyond 12 months from the reporting date.

(l) Leases :

Where the Company is the lessee

Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognized as an expense in the consolidated statement of profit and loss on a straight-line basis over the lease term.

(m) Taxes on Income:

(i) Tax expense comprises of current and deferred tax. Current income tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income Tax Act, 1961 enacted in India. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

(ii) Deferred income taxes reflect the impact of timing differences between taxable income and accounting income originating during the current year and reversal of timing differences for the earlier years. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

(iii) Deferred tax liabilities are recognized for all taxable timing differences. Deferred tax assets are recognized for deductible timing differences only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized. In situations where the Group's entities has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognized only if there is virtual certainty supported by convincing evidence that they can be realized against future taxable profits.

As per the provisions of the Income Tax Act, 1961, the Company's subsidiaries are eligible for a tax holiday under section 80IA for a block of 10 consequetive years out of 20 years beginning of toll operations. Accordingly, no deferred tax (asset or liability) is recognised in respect of timing difference which gets reversed during the tax holiday period, to the extent the company's gross total income is subject to the deduction during the tax holiday period. Deferred tax in respect of timing difference which reverse after the tax holiday period is recognised in the year in which the timing difference originate. However the Company, restricts recognition of deferred tax assets to the extent that it has become reasonably certain or virtual certain, as the case may be, that sufficient future taxable income will be available against which such deferred tax asset can be realised. For recognition of deferred tax, the timing difference which originate first are considered to reverse first.

The carrying amount of deferred tax assets are reviewed at each reporting date. The company writes-down the carrying amount of a deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realized. Any such write-down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

(iv) Minimum alternate tax (MAT) paid in a year is charged to the consolidating entity's statement of profit and loss as current tax. The Company recognises MAT credit available as an asset only to the extent that there is convincing evidence that the Company will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. In the year in which the Company recognises MAT credit as an asset in accordance with the Guidance Note on 'Accounting for Credit Available in respect of Minimum Alternative Tax' under IT Act, the said asset is created by way of credit to the statement of profit and loss and shown as "MAT Credit Entitlement". The Company will review the "MAT credit entitlement" asset at each reporting date and write down the asset to the extent the Company does not have convincing evidence that it will pay normal tax during the specified period.

(n) Borrowing costs

Borrowing cost includes interest and amortization of ancillary costs incurred in connection with the arrangement of borrowings, premium payable on redemption and discount on issue of debentures. Borrowing costs directly attributable to the acquisition, construction or development of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective asset. All other borrowing costs are expensed in the period they occur.

(o) Segment Reporting

Identification of segments

The Company's operating businesses are organized and managed separately according to the nature of services provided, with each segment representing a strategic business unit that offers different services, the risk return profile of individual business unit, the organizational structure and internal reporting system of the company. The analysis of geographical segments is not required as the company's operations are within single geographical segment i.e. India.

Allocation of common costs

Common allocable costs are allocated to each segment according to the relative contribution of each segment to the total common costs.

Unallocated items

Unallocated items include general corporate income and expense items, which are not allocated to any business segment. Assets and liabilities (including investments made in infrastructure projects through special purpose vehicle) that cannot be allocated between the segments are shown as a part of unallocated corporate assets and liabilities respectively.

Segment Policies

The company prepares its segment information in conformity with the accounting policies adopted for preparing and presenting the financial statements of the company as a whole.

(p) Provisions, Contingent Liabilities and Contingent Assets:

(i) A provision is recognised when the Group has a present obligation as a result of past event; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are not discounted to its present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

(ii) Contractual Obligations to periodically maintain Project asset as per the terms of the concession agreement are provided for in accordance with Accounting Standard(AS) -29 “Provisions, Contingent Liabilities and Contingent Assets” i.e; at the best estimate of the expenditure required to settle the present obligation at the balance sheet date.

(iii) Contingent Liabilities are not recognized but are disclosed in the notes. Contingent Assets are neither recognized nor disclosed in the financial statements.

(q) Derivative Contracts:

The Company uses derivative financial instrument, such as derivative option contract, interest rate swap contracts to take advantage of lower interest rate of foreign currency loan and hedge the foreign exchange fluctuation. In accordance with the ICAI announcement, derivative contracts, other than foreign currency forward contracts covered under AS 11, are marked to market on a portfolio basis, and the net loss, if any, after considering the offsetting effect of gain on the underlying hedged item, is charged to the consolidated statement of profit and loss. Net gain, if any, after considering the offsetting effect of loss on the underlying hedged item, is ignored. In respect of derivative contracts, premiums paid, gains/ losses on settlement and provision for losses for cash flow hedges are recognised in the consolidated statement of profit and loss.

(r) Cash and Cash Equivalent:

Cash and cash equivalents for the purpose of cash flow statement comprise cash at bank (including demand deposits) and in hand and short term investments with an original maturity of three months or less.

(s) Earnings per share

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting preference share dividends and attributable taxes) by the weighted average number of equity shares outstanding during the period.

For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

(t) Measurement of EBITDA

As permitted by the Guidance Note on the Revised Schedule VI to the Companies Act, 1956, the company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the statement of profit and loss. The company measures EBITDA on the basis of profit/ (loss) from continuing operations. In its measurement, the company does not include depreciation and amortization expense, finance costs and tax expenses.

Sadbhav Infrastructure Project Limited

Annexure: VI

Restated Consolidated Statement of Share Capital

(₹in Million other than figures in bracket)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Authorised					
Equity Shares of ₹10/- each	4,030.00	300.00	300.00	300.00	300.00
	(403,000,000)	(30,000,000)	(30,000,000)	(30,000,000)	(30,000,000)
0.01% Compulsory Convertible Cumulative Preference Shares (CCCPS) of ₹10/- each	-	30.00	30.00	30.00	30.00
	-	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
	4,030.00	**330.00**	**330.00**	**330.00**	**330.00**
Issued, Subscribed and Fully Paid Up Capital					
Equity Shares of ₹10/- each	3,109.63	260.07	260.07	241.72	241.72
	(310,963,081)	(26,007,170)	(26,007,170) (Refer Note 3 below)	(24,172,254)	(24,172,254)
0.01% Compulsory Convertible Cumulative Preference Shares (CCCPS) of ₹10/- each	-	22.51	22.51	22.51	22.51
	-	(2,250,774)	(2,250,774)	(2,250,774)	(2,250,774)
Total Issued , Subscribed and Paid Up Capital	**3,109.63**	**282.58**	**282.58**	**264.23**	**264.23**

Notes

1 The figures mentioned in the bracket represent absolute number of shares.

2 Terms/rights attached to equity shares:

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

(ii) In the event of liquidation of the Company, the holders of equity shares shall be entitled to receive residual assets of the Company, after distribution of all preferential amounts. The amount distributed will be in proportion to the number of equity shares held by the shareholders.

3 In the financial year 2012-13, the Company issued additional 1,834,916 equity shares of ₹10 each to Sadbhav Engineering Limited on Preferential basis whereby outstanding equity shares of the Company increased to 26,007,170.

4 In the financial year 2014-15, the Company issued 282,693,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10 : 1 by utilizing ₹2,826.94 Million from Securities Premium Account aggregating ₹2,826.94 Million as per the resolution of Extra Ordinary General Meeting dated October 29, 2014.

5 In the financial year 2014-15, Compulsory Convertible Cumulative Preference Shares (‘CCCPs’) were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 2,262,200 equity share against 2,250,774 CCCPS.

6 Terms of conversion of Compulsory Convertible Cumulative Preference Shares (CCCPS) upto Conversion in Equity

(i) Each CCCPS is convertible, at the option of the holder thereof at any time into such number of fully paid Equity Shares determined by dividing the Initial Purchase Price by the Conversion Price in effect at the time of conversion. However, each Preference Share shall automatically be converted into Equity Shares, at the then effective Conversion Price applicable to such Preference Share at the earlier of (i) the tenth anniversary of the Closing Date i.e. 23rd September 2010 and (ii) immediately prior to the closing of an initial public offering of the Equity Shares.

(ii) Each Preference Share holder is entitle to receive, out of funds legally available, Cumulative cash dividends at the rate of 0.01% per annum of the face value. The preference share holders have waived their right to receive dividend up to date of Conversion of CCCPS into equity shares.

7 0.01% 1,100,950 Compulsory Convertible Debentures (CCDs) of ₹750 Million issued to Sadbhav Engineering Limited have been converted into one equity share as per Board Resolution dated October 22, 2014 .

8 Shares held by holding company

Details of shares held by Sadbhav Engineering Limited - holding company and its nominees out of issued, subscribed and paid up equity capital as at the year end are as under:

Financial Year	No. of Shares Held	% of Holding
As at March 31, 2015	240,733,427	77.42%
As at March 31, 2014	21,884,856	84.15%
As at March 31, 2013	21,884,856	84.15%
As at March 31, 2012	20,049,940	82.95%
As at March 31, 2011	20,049,940	82.95%

9 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

10 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: VII

Restated Consolidated Statement of Reserves and Surplus

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Capital Reserve:					
Grant Received from Authority (in the nature of promoters' contribution)					
Balance as per the last year's financial statements	2,106.71	2,106.71	1,658.34	308.38	-
Add: Additions during the year	1,867.85	-	448.37	1,349.96	308.38
Closing Balance	**3,974.56**	**2,106.71**	**2,106.71**	**1,658.34**	**308.38**
Capital Reserve on Acquisition of Subsidiary					
Balance as per the last year's financial statements	157.13	103.49	103.49	103.49	-
Add: Additions during the year	75.80	53.64	-	-	103.49
Closing Balance	**232.93**	**157.13**	**103.49**	**103.49**	**103.49**
Securities Premium Account					
Balance as per the last year's financial statements	7,468.01	7,468.01	6,237.61	6,237.61	-
Add: Premium on issue of shares (refer note no. 5 below)	-	-	1,231.65	-	6,338.08
Add: Premium on Conversion of CCDs (refer note no. 4 below)	750.00	-	-	-	-
Less: Utilisation of towards					
- Conversion of CCCPS into Equity Shares	(0.11)	-	-	-	-
- Issue of Bonus Shares (refer note no. 3 below)	(2,826.94)	-	-	-	-
- Share issue expenses	-	-	(1.25)	-	(100.47)
Closing Balance	**5,390.96**	**7,468.01**	**7,468.01**	**6,237.61**	**6,237.61**
Debenture Redemption Reserve					
Balance as per the last financial statements	-	-	-	-	-
Add: Transfer from Surplus during the year	109.21	-	-	-	-
Closing Balance	**109.21**	**-**	**-**	**-**	**-**
Surplus / (Deficit) in Statement of Profit and Loss					
Balance as per the last year financial statements	(1,810.59)	(251.22)	205.26	107.45	8.61
Add: (Loss) / Profit for the year	(3,015.61)	(1,559.37)	(456.66)	97.99	98.84
Less : Proposed Dividend on Preference Shares (including dividend distribution tax)	-	-	-	(0.18)	-
Add: Dividend on Preference shares waived by shareholders	-	-	0.18	-	-
Less: Transfer to Debenture Redemption Reserve	(109.21)	-	-	-	-
Closing Balance	**(4,935.41)**	**(1,810.59)**	**(251.22)**	**205.26**	**107.45**
Total Reserves and Surplus	**4,772.25**	**7,921.26**	**9,426.99**	**8,204.70**	**6,756.93**

Notes:

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 The Company issued 282,693,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10:1 by utilizing ₹2,826.94 Million from Securities Premium Account as per resolution of Extra Ordinary General Meeting dated October 29, 2014.

4 1,100,950 unsecured 0.01% CCDs issued to Sadbhav Engineering Limited, holding company, aggregating ₹750 Million was converted into 1 Equity share as per Shareholders Agreement and the amount is transferred to Securities Premium Account.

5 Secrities Premium includes premium of ₹977.49 Million on issue of 0.01% CCCPS in Financial Year 2010 11.

Sadbhav Infrastructure Project Limited

Annexure: VIII

Restated Consolidated Statement of Long-Term Borrowings

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Debentures					
2,000 Redeemable, Non Convertible Debentures of ₹1,000,000/- each (Secured)	2,000.00	-	-	-	-
Add: Accrued amount of Premium on Redemption	25.38	-	-	-	-
	2,025.38	-	-	-	-
1,600, 9% Redeemable, Non Convertible Debentures of ₹1,000,000 each (Secured)	1,600.00	-	-	-	-
Add: Accrued amount of Premium on Redemption	16.69	-	-	-	-
	1,616.69	-	-	-	-
1,405,405 6% Redeemable Non Convertible Debentures (NCDs) of ₹1000 each (Secured)	1,405.41	-	-	-	-
Add: Accrued amount of Premium on Redemption	64.52	-	-	-	-
	1,469.93	-	-	-	-
1,100,950 0.01% Compulsory Convertible Debentures (CCDs) of ₹681.23 each (Unsecured)	-	**750.00**	**750.00**	-	-
Total (A)	**5,112.00**	**750.00**	**750.00**	**-**	**-**
Term Loans (Secured)					
From Banks					
- Rupee Loans					
Non-Current Portion	41,620.59	34,523.81	27,266.38	22,859.04	12,117.63
Current Maturities	972.78	581.72	248.86	105.80	80.53
Total (i)	**42,593.37**	**35,105.53**	**27,515.24**	**22,964.84**	**12,198.16**
- Foreign Currency Loans					
Non-Current Portion	8,192.50	8,221.79	5,900.43	2,932.44	-
Current Maturities	367.69	326.09	9.20	-	-
	8,560.19	**8,547.88**	**5,909.63**	**2,932.44**	**-**
Less: Amount Receivable from Derivative Settlement of Foreign Currency Loans					
Non-Current Portion (Refer Annexure: XXI)	(833.80)	(732.95)	(124.25)	-	-
Current Maturities (Refer Annexure: XXVI)	(17.78)	(14.30)	-	-	-
	(851.58)	**(747.25)**	**(124.25)**	**-**	**-**
Total (ii)	**7,708.61**	**7,800.63**	**5,785.38**	**2,932.44**	**-**
From Other Party					
Non-Current Portion	2,190.97	2,247.75	1,985.82	1,823.23	1,026.06
Current Maturities	56.78	46.78	41.46	20.00	13.75
Total (iii)	**2,247.75**	**2,294.53**	**2,027.28**	**1,843.23**	**1,039.81**
Total (i)+(ii)+(iii)	**52,549.73**	**45,200.69**	**35,327.90**	**27,740.51**	**13,237.97**
Less: Current maturities disclosed under the head -Other current liabilities (Refer Annexure: XIII)	**(1,379.47)**	**(940.29)**	**(299.52)**	**(125.80)**	**(94.28)**
Total (B)	**51,170.26**	**44,260.40**	**35,028.38**	**27,614.71**	**13,143.69**

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Interest Free Loan from Holding Company (Unsecured) **(C)**	**779.56**	**-**	**-**	**-**	**-**
Total (A) + (B) + (C)	**57,061.82**	**45,010.40**	**35,778.38**	**27,614.71**	**13,143.69**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Company.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Sadbhav Engineering Limited	779.56	750.00	750.00	-	-

5 For details of transactions with related parties, refer Annexure: XXXIII.

6 The details in respect of long term borrowings are as under:

(A) 2,000 Redeemable, Non Convertible Debentures (NCD):

(i) 2,000 Redeemable NCDs are secured by (i) first ranking charge created by way of pledge over the RPTPL Pledged Shares; (ii) the Corporate Guarantee by Sadbhav Engineering Limited (the Holding Company) ; (iii) first and exclusive mortgage over the Mortgaged Property, in accordance with the respective Security Documents.

(ii) **Terms of repayment are as under:**

Series of NCDs	No. of NCDs issued	Coupon Rate p.a %	Terms of Repayment	Earliest Date of Redemption
Series A	800	0%	Bullet Repayment	26-Apr-18
Series B	500	11.75%	Bullet Repayment	13-Apr-20
Series C	700	5%	Bullet Repayment	13-Apr-20

(iii) The debenture holders shall, at the end of Year 3 and Year 4, have the right to seek prepayment / early redemption of Series B and Series C debentures in whole or part or in such proportion as it may deem fit. Thereupon, the Company shall be obliged to prepay debentures in such manner that debenture holders may achieve the IRR at the rate of 11.75% on value of the debentures for which Put option is exercised.

(B) 1,600 9% Redeemable, Non Convertible debentures (NCD) are secured by:

(i) An unconditional , irrevocable and continuing Corporate gurantee from Sadbhav Engineering Limited- holding company (SEL), covering the entire redemption amount. (ii) Pledge of 10,287,215 shares of SEL by Sadbhav Finstock Pvt. Ltd. (iii) Pledge of 67% of SPV shareholding i.e. Dhule Palesnar Tollway Limited (DPTL). However, till such shares are transferred in the name of SIPL, 56% of shares of ARRIL has been pledged. (iv) WCDL facility of to the extent of next repayment to be lien marked for the NCD to be obtained by the Company/ SEL and to be utilised only towards repayment of the NCD atleast 20 days before each redemption payment date for amount which are due in next 20 days.

Terms of repayment are as under:

Series of NCDs	As at March 31, 2015			
	No. of NCDs oustanding as at March 31, 2014		Terms of Repayment	Earliest date of redemption
Series I	480		Bullet Repayment	April 18, 2018
Series II	480		Bullet Repayment	April 18, 2019
Series III	640		Bullet Repayment	November 18, 2019

The debenture holders shall, at the end of Year 3 and Year 4, have the right to seek prepayment / early redemption of Series II and Series III debentures in whole or part or in such proportion as it may deem fit. Thereupon, the Company shall be obliged to prepay debentures in such manner that debentureholders may achieve the IRR at the rate of 12.14% on the value of debentures for which the Put option is exercised.

(C) 1,405,405 6% Redeemable , Non Convertible debentures (NCD):

1,405,405 NCDs have been issued at discount. NCDs are secured by (i) Pledge of 16% shareholding in the Company held by Sadbhav Engineering Limited (SEL) the holding Company. (ii) Pledge of 30% shareholding of Maharashtra Border Check Post Network Limited held by the Company and SEL. (iii) Unconditional and irrevocable corporate guarantee from SEL and personal guarantee from Promotor i.e. Mr. Vishnubhai M. Patel. (iv) Second charge by mortgage over all immovable property and hypothecation of all movable, tangible and intangible assets, receivable, cash and liquid investment of the Company. (v) All bank account & assignment of all contract, documents, insurance, clearances and interest of the Company.

NCD are having a floating interest rate of 6% to 6.33% which is linked to benchmark rate to be reset on a quarterly basis and are repayable in 6 structured instalments starting from July 1, 2017 and ending on April 5, 2020.

The Company shall have an option to repay the Debentures at End of 4th year and 5th year with the condition that the Minimum Yield on the entire Debenture amount will get revised upwards by 0.50% per annum and 0.25% per annum, respectively.

(D) 0.01% Compulsory Convertible Debentures (CCDs) upto the date of conversion into equity shares:

During the year ended March 31, 2013, the Company had issued 1,100,950 unsecured 0.01% Compulsory Convertible Debentures (CCDs) of Rs. 681.23/- each to Sadbhav Engineering Limited (SEL) the holding company, which were convertible as under:

Each CCDs are convertible upon the earlier of (i) the final adjustment date as per shareholder’s agreements and (ii) the date of closing of an initial public offering of the Equity Shares (such date, the “Conversion Date”).

0.01% 1,100,950 Compulsory Convertible Debentures of ₹750 Million issued to Sadbhav Engineering Limited (CCDs’) have been converted into equity share as per Board Resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 1 equity share against 11,00,950 CCDs.

(E) Term Loan from Bank amounting to ₹1,800 Million availed by the Company :

Term Loan from Bank availed by the Company is secured by;

(i) A first charge on all movable assets including intangible assets, book debts and other receivables of the Company.

(ii) First charge on all bank accounts of the Company.

(iii) Corporate guarantee of Sadbhav Engineering Limited, Holding Company. The guarantee shall fall off in case the credit rating of the Company remains AA- for two consecutive years.

The long term loan from the bank as at March 31, 2015 of ₹1,800 Million, (March 31, 2014 ₹1,800 Million) carries a floating interest rate ranging from 13.25% to 13.50%. The loan is repayable in 4 annual installments commencing after 48 months from the date of 1st disbursement i.e. 06 March 2012.

The Company has rights to pre-pay the loan amount before reset date (i.e. date falling at the end of 12 months from the date of first Disbursement and thereafter the date falling at the end of 12 months from the last Reset Date, as the case may be) along with prepayment premium. The Company needs to mandatory prepay the loan amount in case the Company receive proceeds from the (i) initial public offering of the Company, (ii) securitization of revenues of (a) the projects undertaken by the Company, and/or (b) project companies, that may be received by the Company; and (iii) disposal of assets of the projects or divestment of investments of the Company in the projects. In case of mandatory prepayment, the premium shall not be applicable if the above option is made on reset date.

(F) Rupee Term Loans and Foreign Currency Loans from banks availed by Subsidiaries are secured by:

(i) a first mortgage and charge on all the respective subsidiary's immovable properties, both present and future, save and except the Project Assets;

(ii) a first charge on all the respective subsidiary's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, both present and future, save and except the Project Assets;

(iii) a first charge over all accounts of the respective subsidiaries including the Escrow Account and the Sub-Accounts (or any account in substitution thereof) that may be opened in accordance with Common Rupee Loan Agreement and the Supplementary Escrow Agreement, or any other Project documents and all funds from time to time deposited therein, including those arising out of realisation of receivable and all permitted investments or other securities representing all amounts credited thereto.

(iv) a first charge on all intangibles assets of the respective subsidiaries including but not limited to goodwill, rights, undertakings and uncalled capital present and future excluding the Project Assets .

(v) a first charge on assignment by way of security in:

- all the right, title, interest, benefits, claims and demands whatsoever of the respective subsidiary in the Project documents;

- charge/ assignment on all the intangible assets of the respective subsidiary (Other than project assets) including but not limited to goodwill, rights, undertakings, all the right, title, interest, benefits, claims and demands whatsoever of the respective subsidiary in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents;

- all the right, title, interest, benefits, claims and demands whatsoever of the respective subsidiary under all Insurance Contracts.

(vi) pledge of equity shares held by the Company and other promoters of the respective Subsidiary as stipulated in the Loan Agreements.

Notes

(a) the aforesaid mortgages, charges, assignments and guarantees and the pledge of equity shares as stipulated above shall in all respects rank pari-passu inter-se amongst the lenders and the working capital lenders, in accordance with the Concession Agreement, without any preference or priority to one over the other or others;

(b) the Security Interest shall exclude the Project Assets (as defined in and in accordance with the Concession Agreement), unless such security is consented to by the authority pursuant to the Concession Agreement.

Terms of Repayment of Loans from Bank and Other Party of Subsidiaries is as under:

1 <u>ARRIL</u>

Term loans include loan amounting to ₹3,579.38 Million as on March 31, 2015 taken from a consortium consisting of a bank and various financial institutions.

First Ranking Rupee Loan:

The First Ranking Rupee Loan is repayable to each lender in 50 structured quarterly installments commencing from August 31, 2009. As per repayment schedule of the loan agreement, the principal amount outstanding under the said agreement shall be repaid by November 30, 2021.

The loans carry average interest rate of 10.50 per cent to 11.05 per cent per annum.

Second Ranking Rupee Loan:

The Second Ranking Rupee Loan is repayable to the lender in 52 structured quarterly installments commencing from August 31, 2011. As per repayment schedule of the loan agreement, all the principal amount outstanding under the said agreement shall be repaid by May 31, 2024.

The loans carry average interest rate of 12.5 per cent to 12.75 per cent per annum.

2 <u>AJTL</u>

Term loans include loan amounting to ₹1,662.44 Million as on March 31, 2015 taken from a consortium consisting of a bank and various financial institutions.

<u>Indian Rupee Term Loans from Banks & Other Party :</u>

The Principal Amounts of the Loan to each of the Lenders are repayable in 48 equal quarterly installments commencing from October 1, 2011. As per the repayment schedule of the loan agreement, all principal amount outstanding under the said agreement shall be repaid by July 1, 2023. Further, the lenders have an option to call upon AJTL to repay the entire outstanding loan along with interest, additional interest, further interest and liquidated damages thereon at the end of ten (10) years from the date of Commercial Operation (COD) by giving thirty days notice. Similarly, AJTL also has the option to prepay the loans.

Term loans carry average interest rate of 11 per cent to 11.50 per cent p.a.

3 <u>BHTPL</u>

Term loans include loan amounting to ₹8,343.08 Million as on March 31, 2015 taken from a consortium consisting of a bank and various financial institutions.

<u>Indian Rupee Term Loans from Banks:</u>

The Principal Amounts of the Loan to each of the Lenders shall be repayable in 37 equal quarterly installments on the last day of each quarter, commencing from the expiry of Moratorium Period (14 quarters from initial drawdown date), such that the door-to-door tenor (from initial drawdown to the date of repayment of the last repayment installment) does not exceed 12 years and 6 months.

The Loans carry interest of 11.45 per cent to 12 per cent as on March 31, 2015.

<u>Foreign Currency loan from Bank:</u>

Foreign currency loan shall be repayable in unequal semi-annual installments. First repayment shall be made from the half year anniversary falling immediately after the date on which any scheduled repayment is made to the Rupee Lenders in accordance with the Common Rupee Loan agreement. Subsequent repayment shall be made in accordance with repayment schedule of Rupee term loan. On payment of 10th semi-annual instalment, the Company propose to convert balance loan amounting to USD 37.02 Million into a new Rupee Term Loan.

BHTPL pays interest @ LIBOR+ Margin of 4.70% per annum on the foreign currency loan.

4 HYTPL

Term loans include loan amounting to ₹3,727.67 Million as on March 31, 2015 taken from a consortium consisting of a bank and various financial institutions.

Indian Rupee Term Loans from Banks & Other Party :

The Principal Amounts of the Loan to each of the Lenders shall be repayable in 47 equal quarterly installments on the last day of each quarter , commencing from the expiry of Moratorium Period (33 months from initial drawdown date), such that the door-to-door tenor (from initial drawdown to the date of repayment of the last repayment installment) does not exceed 14 years and 6 months.

Term loans carry interest of 11.50 per cent to 11.75 per cent per annum.

Foreign Currency loan from Bank:

Foreign Currency loan from Bank shall be repayable in unequal 10 semi-annual installments. First repayment shall be made from the half year anniversary falling immediately after the date on which any scheduled repayment is made to the Rupee Lenders in accordance with the Common Rupee Loan agreement (scheduled repayment date of rupee loan is September 29, 2013). On payment of 10th semi-annual instalment, the Company propose to convert balance loan amounting to USD 21.74 Million into a new Rupee Term Loan.

As at the period end, HYTPL is in the process of concluding modification to Common Rupee Loan Agreement,External Commercial Borrowing Agreement and Equity Subscription and Subordinate Loan Agreement taking into consideration Share Purchase Agreement with GKC Projects Limited whereby Sadbhav Infrastructure Project Limited acquired 40% shareholding of the GKC in HYTPL.

HYTPL pays interest at LIBOR plus 470 basis points per annum on the foreign currency loan.

5 MBCPNL

Term loans include loan amounting to ₹9,690.85 Million as on March 31, 2015 taken from a consortium consisting of a banks.

Indian Rupee Term Loans from Banks:

Such loan is repayable in 50 quarterly installments commencing from last day of 15th quarter from the first disbursement i.e. 20th March 2010.

The long term loans from the banks carry interest rate of 12 per cent to 13.25 per cent.

6 RPTPL

Term loans include loan amounting to ₹9,747.21 Million as on March 31, 2015 taken from a consortium consisting of a bank and various financial institutions.

Indian Rupee Term Loans from Banks & Other Party:

The Principal Amounts of the Loan to each of the Lenders shall be repayable in 43 quarterly installments on the last day of each quarter, commencing from 22 quarters from 30th March, 2011 (initial drawdown date), such that the door-to-door tenor (from initial drawdown to the date of repayment of the last repayment installment) does not exceed 16 years.

As at March 31, 2015, the term loans carry interest rate of 12.25 per cent to 12.75 per cent per annum.

Foreign Currency loan from Bank:

Foreign Currency loan from Bank shall be repayable in 6 unequal semi-annual installments. First repayment shall be made from the half year anniversary falling immediately after the date on which any scheduled repayment is made to the Rupee Lenders in accordance with the Common Rupee Loan agreement (scheduled repayment date of rupee loan is September 28, 2016). On payment of 6th semi-annual instalments,, the Company propose to convert balance loan amounting to USD 36.83 Million into a new Rupee Term Loan.

RPTPL pays interest @ LIBOR+ Margin of 4.70% per annum on the foreign currency loan.

7 SUTPL

Term loans include loan amounting to ₹6392.65 Million as on March 31, 2015 taken from a consortium consisting of banks.

Indian Rupee Term Loans from Banks:

Tranche I

The Principal amounts of the Loan under Tranche I is repayable to the Lenders in 138 structured monthly installments ,commencing from the expiry of thirteenth (13th) calendar month starting from the calendar month in which the Schedule Commercial Operations Date (SCOD) occurs.

Term loans carry interest of 12.25 per cent to 12.50 per cent per annum.

Tranche II

The Principal amounts of the Loan under Tranche II is repayable to the Lenders in 174 structured monthly installments , commencing from the expiry of thirteenth (13th) calendar month starting from the calendar month in which the SCOD occurs.

At any time after the expiry of 15th (fifteenth) year from the Appointed Date, the Rupee Lenders of the Tranche II of ihe Rupee Facility shall have the right to sell/ assign/ transfer the entire Tranche II of the Rupee Facility to one or both of the Sponsors (at their discretion) by providing a prior written notice of 30 (thirty) days (“Put Option Notice”) to the Sponsors in that regard (“Put Option’’).

Term loans carry interest of 12 per cent to 12.75 per cent per annum.

8 BRTPL

Term loans include loan amounting to ₹1,270.10 Million as on March 31, 2015 taken from a consortium consisting of banks.

Indian Rupee Term Loans from Banks:

The Principal amounts of the Loan is repayable to the Lenders in 174 structured monthly installments , commencing from the expiry of thirteenth (13th) calendar month starting from the calendar month in which the SCOD occurs.

Term loans carry average interest rate of 12.25 per cent per annum.

9 RHTPL

Term loans include loan amounting to ₹4,439 Million as on March 31, 2015 taken from a consortium consisting of a banks.

Term Loans from Banks:

The Principal amounts of the Loan is repayable to the Lenders in 174 structured monthly installments , commencing from the expiry of thirteenth (13th) calendar month starting from the calendar month in which the Scheduled Commercial Operations Date (SCOD) occurs.

Term loans carry interest of 12.50 per cent per annum.

10 NSEL

Term loans include loan amounting to ₹1,897.35 Million as on March 31, 2015 taken from a consortium consisting of banks.

Foreign Currency loan from Bank:

As per the Terms of the Facility Agreement, the NSEL shall repay the loan by paying fifteen semi-annual Installments commencing from 30th December, 2010.

The loans carry interest rate of LIBOR + 135 bps per annum.

(F) Interest Free Loan from Holding Company (Unsecured)

Pursuant to the conversion of CCCPs into equity shares, SIPL has entered into a Memorandum of Understanding with SEL on October 22, 2014, whereby SEL has given a commitment to keep interest free unsecured loan of ₹779.56 Million in SIPL for a period of 11 years from the date of conversion of CCCPS.

Sadbhav Infrastructure Project Limited

Annexure: IX

Restated Consolidated Statement of Other Long Term Liabilities

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Capital Creditors	0.85	0.97	1.51	0.73	0.87
Premium Obligation to NHAI	22,329.07	22,414.02	4,179.07	-	-
Total	**22,329.92**	**22,414.99**	**4,180.58**	**0.73**	**0.87**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 As per the Ministry of Road Transport and Highways (MoRTH) policy of National Highways Authority of India (NHAI), the Group is liable to make payment of Interest on Deferment of Premium @ Bank Rate + 2% p.a.which is charged to consolidated statement of profit & loss for the year and obligation on the same has been recognised as liabilities.

Sadbhav Infrastructure Project Limited

Annexure: X

Restated Consolidated Statement of Long-term Provisions

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Provision for:					
Employee Benefit-Gratuity	3.60	2.00	1.44	1.28	0.78
Periodic Major Maintenance Cost	992.92	374.27	113.54	389.70	269.89
Total	**996.52**	**376.27**	**114.98**	**390.98**	**270.67**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XI

Restated Consolidated Statement of Short Term Borrowings

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Working Capital Demand Loan from Bank (Unsecured)	100.00	100.00	-	-	-
Loan from related parties (Unsecured)	4,664.11	3,747.30	544.12	187.88	-
Interest free Loan - Others (Unsecured)	213.00	160.00	110.00	110.00	-
Total	**4,977.11**	**4,007.30**	**654.12**	**297.88**	**-**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Group Company.

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Sadbhav Engineering Limited	4,664.11	3,747.30	544.12	187.88	-

The loan amount is repayable on call notice by the lender.

5 Details of security and repayment terms are as under:

(i) Working Capital Demand Loan facility from banks is secured against Corporate guarantee of Sadbhav Engineering Limited i.e. the Holding company.

(ii) The Working Capital Demand Loan is repayable within 90 days of borrowing and carries interest @ 12% p.a.

(iii) Unsecured loan from related parties carries interest @ 9.75% to 11% p.a. and is repayable on demand.

(iv) Interest free loan from others is repayable on demand.

Sadbhav Infrastructure Project Limited

Annexure: XII

Restated Consolidated Statement of Trade Payables

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Micro, Small and Medium Enterprises (Refer Note 6 below)	-	-	-	-	-
Others	400.29	425.88	235.21	125.51	12.69
Total	**400.29**	**425.88**	**235.21**	**125.51**	**12.69**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Sadbhav Engineering Limited	180.75	102.49	23.21	41.36	9.11

5 For details of transactions with related parties, refer Annexure: XXXIII.

6 Amount due to entities covered under Micro, Small and Medium Enterprises as defined in the Micro, Small, Medium Enterprises Development Act, 2006, have been identified on the basis of information available with the Company. There was no amount due to any such entities which needs to be disclosed.

Sadbhav Infrastructure Project Limited

Annexure: XIII

Restated Consolidated Statement of Other Current Liabilities

(₹in Million)

Particulars	**As at March 31, 2015**	**As at March 31, 2014**	**As at March 31, 2013**	**As at March 31, 2012**	**As at March 31, 2011**
Current Maturities of Long-term debt (Refer Annexure: VIII)	1,379.47	940.29	299.52	125.80	94.28
Advance from Customers	-	0.45	-	-	-
Interest accrued on borrowings	401.78	380.74	107.13	44.32	4.50
Payable towards Capital Expenditure (including retention money)	2,250.41	1,791.52	616.79	1,300.96	1,314.59
Payable to Authorities (AUDA, NHAI)	53.70	36.80	36.80	36.80	36.80
Unearned Revenue	129.94	201.08	0.10	62.49	62.60
Due to bank in current account (Cheques Overdrawn)	-	0.13	14.61	0.78	1.91
Statutory Dues Payable	146.31	171.72	77.20	143.71	37.14
Employee Emoluments	20.38	18.18	13.72	6.81	3.55
Payable towards Equity share capital purchased in subsidiary (Refer note 3 of Annexure V(B)(I))	220.00	-	-	15.06	-
Other Payable	39.62	21.23	15.76	17.87	20.19
Total	**4,641.61**	**3,562.14**	**1,181.63**	**1,754.60**	**1,575.56**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	**As at March 31, 2015**	**As at March 31, 2014**	**As at March 31, 2013**	**As at March 31, 2012**	**As at March 31, 2011**
Sadbhav Engineering Limited	2,236.97	1,798.33	610.53	1,284.69	1,302.62

5 For details of transactions with related parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XIV

Restated Consolidated Statement of Short-term Provisions

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Provision for					
- Income Tax	93.55	95.80	-	16.55	11.72
- Proposed Dividend on Preference Shares (including Dividend Distribution Tax)	-	-	-	0.18	-
- Employee Benefit - Gratuity	0.76	0.03	0.16	0.92	0.41
- Periodic Major Maintenance	-	257.16	405.53	-	-
Total	**94.31**	**352.99**	**405.69**	**17.65**	**12.13**

Notes

1. The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2. The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XV

Restated Consolidated Statement of Tangible Assets

(₹in Million)

Particulars	Freehold Land	Building	Building-Residential Flat	Plant and Equipment *	Furniture Fixtures	Vehicles	Computer	Office Equipment	Advertisement Hoarding Under Sale	Total
Gross Block:										
As at April 1, 2010	-	-	-	-	-	-	-	-	-	-
Addition on Inclusion of Subsidiaries	-	71.93	-	114.31	11.88	10.32	4.69	0.60	-	213.73
Additions	7.13	1.03	-	6.04	0.22	8.84	0.57	0.21	-	24.04
As at March 31, 2011	**7.13**	**72.96**	**-**	**120.35**	**12.10**	**19.16**	**5.26**	**0.81**	**-**	**237.77**
Additions	17.45	0.11	13.48	8.78	3.74	6.40	1.45	0.20	-	51.60
As at March 31, 2012	**24.58**	**73.07**	**13.48**	**129.13**	**15.84**	**25.56**	**6.71**	**1.01**	**-**	**289.37**
Additions	5.40	2.19	-	20.33	1.69	7.82	3.00	0.77	9.60	50.80
Disposals/ Adjustments	-	-	-	(21.98)	-	(0.57)	-	-	-	(22.55)
As at March 31, 2013	**29.98**	**75.26**	**13.48**	**127.48**	**17.53**	**32.81**	**9.71**	**1.78**	**9.60**	**317.62**
Additions	-	7.22	-	5.17	1.34	8.55	1.23	0.66	-	24.17
Disposals/ Adjustments	-	-	-	(0.84)	-	(5.33)	-	-	-	(6.17)
As at March 31, 2014	**29.98**	**82.48**	**13.48**	**131.81**	**18.87**	**36.03**	**10.94**	**2.44**	**9.60**	**335.62**
Additions	-	-	-	1.74	1.36	3.09	1.38	8.36	-	15.93
Disposals/ Adjustments	(1.73)	-	-	-	-	(1.25)	-	-	(4.55)	(7.53)
As at March 31, 2015	**28.25**	**82.48**	**13.48**	**133.55**	**20.23**	**37.87**	**12.32**	**10.80**	**5.05**	**344.02**
Accumulated Depreciation :										
As at April 1, 2010	-	-	-	-	-	-	-	-	-	-
Depreciation on Inclusion of Subsidiaries	-	2.71	-	11.79	1.42	3.80	2.87	0.07	-	22.66
Charge for the year	-	3.42	-	3.99	1.79	2.02	0.62	0.09	-	11.93
As at March 31, 2011	**-**	**6.13**	**-**	**15.78**	**3.21**	**5.82**	**3.49**	**0.16**	**-**	**34.59**
Charge for the year	-	3.34	0.49	7.66	1.65	4.86	0.98	0.14	-	19.12
As at March 31, 2012	**-**	**9.47**	**0.49**	**23.44**	**4.86**	**10.68**	**4.47**	**0.30**	**-**	**53.71**
Charge for the year	-	3.22	0.65	7.25	2.12	4.51	1.83	0.22	-	19.80
Disposals/ Adjustments	-	-	-	(4.06)	-	-	-	-	-	(4.06)
As at March 31, 2013	**-**	**12.69**	**1.14**	**26.63**	**6.98**	**15.19**	**6.30**	**0.52**	**-**	**69.45**
Charge for the year	-	3.40	0.62	7.67	2.00	5.51	1.65	0.25	-	21.10
Disposals/ Adjustments	-	-	-	-	-	(3.19)	-	-	-	(3.19)
As at March 31, 2014	**-**	**16.09**	**1.76**	**34.30**	**8.98**	**17.51**	**7.95**	**0.77**	**-**	**87.36**
Charge for the year	-	3.36	0.59	19.42	3.04	6.51	2.41	2.76	-	38.09
Disposals/ Adjustments	-	-	-	-	-	(1.11)	-	-	-	(1.11)
As at March 31, 2015	**-**	**19.45**	**2.35**	**53.72**	**12.02**	**22.91**	**10.36**	**3.53**	**-**	**124.34**
* Includes Publicity Rights Equipments										
Net Block :										
As At March 31, 2011	**7.13**	**66.83**	**-**	**104.57**	**8.89**	**13.34**	**1.77**	**0.65**	**-**	**203.18**
As At March 31, 2012	**24.58**	**63.60**	**12.99**	**105.69**	**10.98**	**14.88**	**2.24**	**0.71**	**-**	**235.66**
As At March 31, 2013	**29.98**	**62.57**	**12.34**	**100.85**	**10.55**	**17.62**	**3.41**	**1.26**	**9.60**	**248.17**
As At March 31, 2014	**29.98**	**66.39**	**11.72**	**97.51**	**9.89**	**18.52**	**2.99**	**1.67**	**9.60**	**248.26**
As At March 31, 2015	**28.25**	**63.03**	**11.13**	**79.83**	**8.21**	**14.96**	**1.96**	**7.27**	**5.05**	**219.68**

* Includes Publicity Rights Equipments

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 Out of the total depreciation charged for the year, ₹Nil in 2014-15 (2013-14 - ₹Nil, 2012-13 - ₹4.81 million, 2011-12 - ₹5.46 million, 2010-11 - ₹5.93 million) has been capitalized under the head "Expenditure during construction period (pending allocation)"

Sadbhav Infrastructure Project Limited

Annexure: XVI

Restated Consolidated Statement of Intangible Assets

(₹in Million)

Particulars	Toll Collection Rights	User Fee Collection Rights at Checkposts	Total
Gross Block:			
As at April 1, 2010	-	-	-
Addition on Acquisition of Subsidiaries	7,278.61	-	7,278.61
Additions	-	-	-
As at March 31, 2011	**7,278.61**	**-**	**7,278.61**
Additions	-	-	-
As at March 31, 2012	**7,278.61**	**-**	**7,278.61**
Additions	21,788.20	2,469.94	24,258.14
As at March 31, 2013	**29,066.81**	**2,469.94**	**31,536.75**
Addition on Acquisition of Subsidiaries	3,563.37	-	3,563.37
Additions	30,302.30	6,565.94	36,868.25
Exchange Differences	192.47	-	192.47
Disposals/ Adjustments	(0.21)	-	(0.21)
As at March 31, 2014	**63,124.75**	**9,035.88**	**72,160.63**
Additions	(0.00)	1,848.54	1,848.55
Exchange Differences	221.04	-	221.04
As at March 31, 2015	**63,345.79**	**10,884.42**	**74,230.22**
Accumulated Amortisation:			
As at April 1, 2010	-	-	-
Depreciation on Acquisition of Subsidiaries	268.86	-	268.86
Charge for the year	94.95	-	94.95
As at March 31, 2011	**363.81**	**-**	**363.81**
Charge for the year	181.26	-	181.26
As at March 31, 2012	**545.07**	**-**	**545.07**
Charge for the year	460.68	-	460.68
As at March 31, 2013	**1,005.75**	**-**	**1,005.75**
Depreciation on Acquisition of Subsidiaries	496.50	-	496.50
Charge for the year	844.10	23.26	867.36
Disposals/ Adjustments	(0.01)	-	(0.01)
As at March 31, 2014	**2,346.34**	**23.26**	**2,369.60**
Charge for the year	1,235.59	101.64	1,337.23
As at March 31, 2015	**3,581.93**	**124.90**	**3,706.83**
Net Block :			
As At March 31, 2011	**6,914.80**	**-**	**6,914.80**
As At March 31, 2012	**6,733.54**	**-**	**6,733.54**
As At March 31, 2013	**28,061.06**	**2,469.94**	**30,531.00**
As At March 31, 2014	**60,778.41**	**9,012.62**	**69,791.03**
As At March 31, 2015	**59,763.86**	**10,759.52**	**70,523.39**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 Toll collection rights also include premium paid / payable under the concession agreement over the concession period.

4 In case of MBCPNL (one of the Subsidiairy of the Company), out of the total twenty two check posts to be developed under the Concession Agreement as at March 31, 2015, certificate of completion is received for thirteen check posts and balance are under development.

Sadbhav Infrastructure Project Limited

Annexure: XVII

Restated Consolidated Statement of Capital Work in Progress

(₹in Million)

Particulars	Publicity rights equipments	Building under construction	Total
Opening Balance as at April 1, 2010	-	-	-
Additions	-	-	-
Transfer to Tangible Assets	-	-	-
Adjustments/ Deduction	-	-	-
Closing Balance as at March 31, 2011	-	-	-
Additions	1.08	-	1.08
Transfer to Tangible Assets	-	-	-
Adjustments/ Deduction	-	-	-
Closing Balance as at March 31, 2012	**1.08**	**-**	**1.08**
Additions	4.21	8.06	12.27
Transfer to Tangible Assets	(4.58)	-	(4.58)
Adjustments/ Deduction	-	-	-
Closing Balance as at March 31, 2013	**0.71**	**8.06**	**8.77**
Additions	0.08	5.69	5.77
Transfer to Tangible Assets	(0.43)	(6.93)	(7.36)
Adjustments/ Deduction	-	-	-
Closing Balance as at March 31, 2014	**0.36**	**6.82**	**7.18**
Additions	-	-	-
Transfer to Tangible Assets	-	-	-
Adjustments/ Deduction	(0.36)	(0.14)	(0.50)
Closing Balance as at March 31, 2015	**-**	**6.68**	**6.68**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XVIII

Restated Consolidated Statement of Intangible Assets Under Development

(₹in Million)

Particulars	Road Development Work	Indirect Project Cost (Refer Note 3)	Project Fees to Railway Authorities (ROB)	Road and Check Post Development Work	Building Development Work	Computerisation and Check Post Integration Work	Other Direct Capital Expenditure	Project Upfront Fees to Authorities	Total
Opening Balance as at April 1, 2010	-	-	-	-	-	-	-	-	-
Addition on Acquisition of Subsidiaries	569.27	546.52	2.66	479.46	17.20	133.40	-	700.00	2,448.52
Additions	5,919.53	810.98	2.87	434.58	65.25	-	-	-	7,233.19
Closing Balance as at March 31, 2011	**6,488.80**	**1,357.50**	**5.53**	**914.04**	**82.44**	**133.40**	**-**	**700.00**	**9,681.71**
Additions	11,898.03	2,414.15	-	1,267.88	362.00	575.06	18.06	-	16,535.18
Closing Balance as at March 31, 2012	**18,386.83**	**3,771.65**	**5.53**	**2,181.92**	**444.44**	**708.46**	**18.06**	**700.00**	**26,216.89**
Additions	5,653.17	2,116.02	-	1,441.78	557.97	543.95	52.89	-	10,365.78
Transfer to Intangible Assets	(15,228.42)	(2,834.01)	-	(1,017.87)	(338.55)	(354.47)	(35.12)	(121.64)	(19,930.07)
Closing Balance as at March 31, 2013	**8,811.58**	**3,053.66**	**5.53**	**2,605.83**	**663.86**	**897.94**	**35.84**	**578.36**	**16,652.60**
Additions	4,747.56	2,028.16	-	1,456.62	481.42	764.29	46.47	-	9,524.52
Transfer to Intangible Assets	(9,659.14)	(3,627.79)	(5.53)	(2,805.40)	(845.91)	(1,050.18)	(67.59)	(264.42)	(18,325.96)
Adjustments/ Deduction	-	(89.58)	-	-	-	-	-	-	(89.58)
Closing Balance as at March 31, 2014	**3,900.00**	**1,364.45**	**-**	**1,257.05**	**299.37**	**612.05**	**14.72**	**313.94**	**7,761.58**
Additions	11,358.89	922.64	-	427.68	100.22	201.79	41.04	-	13,052.26
Transfer to Intangible Assets	-	-	-	(745.90)	(261.16)	(330.42)	(31.23)	(67.29)	(1,436.00)
Closing Balance as at March 31, 2015	**15,258.89**	**2,287.09**	**-**	**938.83**	**138.43**	**483.42**	**24.53**	**246.65**	**19,377.84**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 Indirect Project Costs represents Expenditure During Construction Period (Pending Allocation) as below:

(₹in Million)

	Particulars	As at March 31, 2015	As on 31 March 2014	As on 31 March 2013	As on 31 March 2012	As on 31 March 2011
	Opening Balance	**1,364.45**	**3,053.66**	**3,771.65**	**1,357.50**	**-**
	Add: Acquisition of Subsidiaries	**-**	**-**	**-**	**-**	**546.52**
a	**Finance Costs**					
	Interest on :					
	Term Loans	1,246.08	1,437.78	1,765.35	1,581.67	143.67
	Other Borrowings	1.22	10.95	6.88	90.81	153.07
	Other borrowing cost:					
	Bank Charges	10.77	1.23	1.57	4.49	3.12
	Bank Guarantee Commission Expense	-	-	8.67	6.70	4.29
	Ancillary Borrowing Cost	40.70	151.87	213.85	320.51	267.98
	Total Other Borrowing Cost	**51.47**	**153.10**	**224.09**	**331.70**	**275.39**
	Total (a)	**1,298.77**	**1,601.83**	**1,996.32**	**2,004.18**	**572.13**
b	**Less: Other Income**					
	Gain on sale of units of mutual	2.81	1.63	1.26	6.16	2.29

	Particulars	As at March 31, 2015	As on 31 March 2014	As on 31 March 2013	As on 31 March 2012	As on 31 March 2011
	fund					
	Dividend	-	-	-	0.05	-
	Excess Liability/ Sundry Creditors Written Back	-	0.16	15.75	0.01	0.35
	Interest on fixed deposits with bank	0.65	2.85	36.22	23.29	0.22
	Provision for Income Tax	-	0.00	0.03	-	(0.51)
	Total (b)	**3.46**	**4.64**	**53.26**	**29.52**	**2.34**
c	**Other Expenses**					
	Rent	3.15	5.62	6.27	5.44	2.38
	Rates & Taxes	0.08	4.75	8.80	4.74	2.78
	Employee Benefit Cost	3.15	11.77	29.56	17.99	7.23
	Power & Fuel	0.58	3.03	7.92	1.31	0.97
	Insurance	3.48	4.53	7.88	21.05	8.36
	Legal & Professional Fees	51.43	388.94	91.42	326.84	206.84
	Travelling & Conveyance	1.84	4.65	12.76	4.60	3.25
	Other Miscellaneous Expenses	3.44	7.68	3.54	52.06	3.44
	Total (c)	**67.15**	**430.97**	**168.15**	**434.03**	**235.26**
d	**Depreciation**	-	-	4.81	5.46	5.93
	Total (a) - (b) + (c) + (d)	**1,362.46**	**2,028.16**	**2,116.02**	**2,414.15**	**810.98**
	Net	**2,726.91**	**5,081.82**	**5,887.67**	**3,771.65**	**1,357.50**
	Adjustment / Deduction during the year					
	Intangible Assets under development written off	-	(89.58)	-	-	-
	Capitalised to Intangible Asset	(439.82)	(3,627.79)	(2,834.01)	-	-
	Closing	**2,287.09**	**1,364.45**	**3,053.66**	**3,771.65**	**1,357.50**

Notes

(i) The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Company.

(ii) The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XIX

Restated Consolidated Statement of Non-current Investments

(₹in Million other than figures in bracket)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
I. Investment in Equity instruments (Unquoted)					
A. Investment in Associates					
Fully paid up equity shares of ₹10/- Each of Nagpur Seoni Expressway Limited	-	-	57.28	57.28	-
	-	-	(18,720,000)	(18,720,000)	-
Less: Share of loss	-	-	(57.28)	(18.19)	-
(Capital Reserve on acquisition is ₹97.61 Million)					
Sub Total (A)	**-**	**-**	**-**	**39.09**	**-**
B. Investment in Others					
Fully paid up equity shares of ₹10/- Each of Dhule Palenser Tollway Limited (also refer note 5 of Annexure XX)	14.39	6.30	6.30	4.52	2.49
	(1,439,000)	(630,000)	(630,000)	(630,000)	(630,000)
Sub Total (B)	**14.39**	**6.30**	**6.30**	**4.52**	**2.49**
Total I = (A)+(B)	**14.39**	**6.30**	**6.30**	**43.61**	**2.49**
II. Others (At Cost)					
Investment Properties- Land	19.94	17.06	5.40	5.40	1.97
Government Securities - National Saving Certificates	0.05	0.05	-	0.01	0.01
Total II	**19.99**	**17.11**	**5.40**	**5.41**	**1.98**
Total I+II	**34.38**	**23.41**	**11.70**	**49.02**	**4.47**
Aggregate amount of unquoted investments	14.44	6.35	6.30	43.62	2.50
Value of investment properties	19.94	17.06	5.40	5.40	1.97

Notes

1 The figures mentioned in the bracket represent absolute number of shares.

2 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

3 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XX

Restated Consolidated Statement of Long-term Loans and Advances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Capital Advances					
Secured, considered good	1,934.55	3,408.43	1,620.66	1,699.62	3,075.06
Unsecured, considered good	0.46	0.80	2.13	-	11.82
Deposits					
Unsecured, considered good	6.02	3.01	2.26	1.66	1.56
Loans and advances to related parties					
Unsecured, considered good					
Loans given	-	137.16	137.16	137.16	-
Advance against Share Purchases (Refer Note 5 Below)	267.81	450.94	667.74	650.62	596.54
Share Application Money	-	-	-	0.05	49.96
Sub-ordinate debt	1,124.00	1,124.00	1,102.69	978.69	477.93
	1,391.81	1,712.10	1,907.59	1,766.52	1,124.43
Others loan & advances					
Unsecured, considered good					
Advance against Share Purchases (Refer Note 5 below)	-	-	14.69	14.69	-
Advance income tax (net of provision for taxation)	216.08	132.97	51.34	13.21	2.79
Deferred CENVAT Credit	74.61	69.84	47.17	17.38	4.93
Tax credits receivables	8.25	24.21	16.76	1.75	-
Total	**3,631.78**	**5,351.36**	**3,662.60**	**3,514.83**	**4,220.59**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as ‘Promoters’ and ‘Group Companies’ has been determined by the Management.

4 For details of transactions with Related Parties, refer annexure Annexure: XXXIII

5 Advance towards Shares Purchase as at March 31, 2015 represents payment made to the holding company, SEL, and others towards purchase of equity shares and consequential economic interest /ownership rights in DPTL and Mumbai Nasik Expressway Limited (MNEL). The Company is in the process of obtaining regulatory / lenders approvals to get such shares transferred in its own name.

The Company has agreed to acquire 20% equity share of MNEL from SEL as per Share purchase agreement dated September 22, 2010. Further, the Company has executed a binding term sheet, dated January 22, 2015, with SEL and Gammon Infrastructure Projects Limited, pursuant to which SEL has agreed to transfer 20% shares of MNEL shares to the Company, which the Company intends to sell to Gammon Infrastructure Projects Limited for an aggregate consideration of ₹720.00 million.

The Company has also agreed to acquire 39% equity shareholding of DPTL from SEL as per agreement dated September 22, 2010 and November 3, 2014. As at year end, Company has paid part consideration to SEL to purchase the shareholding. Further, Subsequent to year end, the Company has agreed to acquire additional equity shares of DPTL from HCC Concessions Limited and Hindustan Construction Company Limited as per share purchase agreement dated April 16, 2015 whereby the Company has agreed to acquire additional 60% shareholding in DPTL.

The above transactions are subject to lenders approval and accordingly not accounted in the books.

6 The infrastructure project of the various SPVs have been funded through sub ordinate debt (in the nature of capital contribution) given by the Company (as a sponsor) in accordance with the Lender's Loan Agreements and Sponsor Support and Equity Contribution Agreement of the respective SPV entity. These sub-ordinate debts have been given interest free except sub-ordinate debt of ₹1,124 Million as at 31 March 2015, ₹1,124 Million as at 31 March 2014, ₹984.40 Million as at 31 March 2013, ₹860.40 Million as at 31 March 2012 and ₹457.60 Million as at 31 March 2011 given to DPTL on which interest of ₹414.89 Million as at 31 March 2015, ₹303.62 Million as at 31 March 2014, ₹198.93 Million as at 31 March 2013, ₹103.76 Million as at 31 March 2012 and ₹39.40 Million as at 31 March 2011 has accrued as per terms of the Loan Agreement with lenders of DPTL.

7 The sub-ordinate debt including accrued interest is recoverable on fulfilment of financial performance / obligation as per terms and conditions of agreement with lenders.

8 The amount represents CENVAT credit, the utilisation of which is kept on hold pending assessment by the departement (also refer note (C) (v) of Annexure: XXXV)

Sadbhav Infrastructure Project Limited

Annexure: XXI

Restated Consolidated Statement of Other Non Current Assets

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unamortised Option Premium	52.93	72.19	91.45	110.72	-
Interest receivable on Unsecured Loans/Sub-ordinate debt to related parties (Refer Note 3 below)	414.90	329.05	211.64	103.76	39.40
Discount on Debentures, pending amortisation (Refer Annexure: VIII)	67.51	-	-	-	-
Derivative Settlement receivable of Foreign Currency Loans	833.80	732.95	124.25	-	-
Less: Adjusted to Long-term Borrowings (Refer Annexure: VIII)	(833.80)	(732.95)	(124.25)	-	-
Total	**535.34**	**401.24**	**303.09**	**214.48**	**39.40**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 The interest receivable on Sub-ordinate debt is recoverable on fulfillment of financial performance / obligation as per terms and conditions of agreement with lenders of the Dhule Palesnar Tollway Limited.

4 For details of transactions with related parties refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXII

Restated Consolidated Statement of Current Investments

(₹in Million other than figures in bracket)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unquoted (Valued at lower of cost and fair value, unless stated otherwise)					
Investment in units of Mutual Fund (Refer Note 3 Below)	47.01	1,028.60	81.84	117.47	60.75
Investment in Government Securities - National Savings Certificate	-	0.01	0.01	-	-
Total	**47.01**	**1,028.61**	**81.85**	**117.47**	**60.75**
Aggregate amount of unquoted investments	47.01	1,028.61	81.85	117.47	60.75
Aggregate provision for diminution in value of investments	-	-	-	-	-

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XXIII

Restated Consolidated Statement of Trade Receivables

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unsecured - considered good					
Debts outstanding for a period exceeding six months from the date they are due for payment	3.47	2.90	0.56	-	-
Other receivables	136.71	140.32	4.86	4.21	14.93
Unsecured, considered doubtful					
Outstanding for a period exceeding six months from the date they are due for payment	0.70	-	-	-	-
Provision for Doubtful debts	(0.70)	-	-	-	-
Total	**140.18**	**143.22**	**5.42**	**4.21**	**14.93**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Amounts due from Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Dhule Palesnar Tollway Limited	4.70	3.47	2.41	1.59	1.59
Nagpur Seoni Expressway Limited	-	-	-	-	10.92

5 For details of transactions with related parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXIV

Restated Consolidated Statement of Cash and Bank Balances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Cash and Cash Equivalents					
Balance with Banks					
In Current accounts (Refer Note 3)	1,320.24	489.82	135.17	225.32	263.78
In Fixed Deposits (Refer Note 5)	330.03	0.03	367.49	1,005.90	250.00
Cash on hand	24.28	28.50	14.01	5.17	4.43
	1,674.55	**518.35**	**516.67**	**1,236.39**	**518.21**
Other Balances with Banks					
In Fixed Deposits (Refer Note 6)	21.08	-	-	-	-
Total	**1,695.63**	**518.35**	**516.67**	**1,236.39**	**518.21**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 Cash on hand include amount collected towards toll charges / user fee, pending deposit with the bank.

4 Balance with Bank as on March 31, 2015 of ₹1,249.81 Million (March 31, 2014: ₹446.85 Million, March 31, 2013: ₹121.20 Million, March 31, 2012: ₹188.27 Million, March 31, 2011: ₹81.27 Million) includes balances lying in Escrow Account, as per terms of borrowings with the lenders (also refer note c(i) of Annexure:XXXV)

5 Balance with Banks in fixed deposit include balance of ₹330.00 Million (P.Y ₹Nil) being the deposit earmarked for Debt Service Reserve (DSR) of term loan of BHTPL.

6 Fixed deposit of ₹21.08 Million is lying with bank earmarked for Debt servicing reserve of Redeemable Non Convertible debentures (NCD) of ₹1 405.41 Million.

Sadbhav Infrastructure Project Limited

Annexure: XXV

Restated Consolidated Statement of Short-term Loans and Advances

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
(Unsecured Considered Good)					
Deposits	0.04	2.53	0.11	0.67	1.03
Loans and advances to related parties					
Loans and advances given	138.18	-	737.99	814.36	512.71
Share application money	-	-	-	-	105.03
Others	8.13	-	-	-	-
	146.31	-	**737.99**	**814.36**	**617.74**
Advances receivable in cash or kind	24.54	62.04	59.63	125.58	-
Inter corporate Loans	418.80	170.00	-	-	-
Others loan & advances					
Prepaid expenses	13.77	13.76	10.09	8.40	27.92
Staff Advances	0.41	0.10	0.03	0.10	0.12
Tax Credits and Receivables	30.20	103.69	98.12	62.46	33.13
Others	-	0.90	0.33	0.76	9.94
Total	**634.07**	**353.02**	**906.30**	**1,012.33**	**689.88**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as ‘Promoters’ and ‘Group Companies’ has been determined by the Management .

4 For details of transactions with Related Parties, refer annexure Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXVI

Restated Consolidated Statement of Other Current Assets

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Government Grant Receivable (Refer note 3 below)	629.06	64.24	64.24	64.24	464.74
Receivable from Authority	90.15	36.60	56.34	-	-
Receivable from EPC Contractor towards Change of Scope	17.27	-	-	-	-
Interest receivable (Refer Annexure XXXIII)	80.81	8.95	0.70	14.51	3.59
Discount on Debentures, pending amortisation (Refer Annexure: VIII)	20.67	-	-	-	-
Unamortised Option Premium	19.26	19.26	19.26	19.26	-
Gratuity Plan Assets (Net of Provision)	-	0.52	-	-	-
Unbilled Revenue	-	12.36	301.38	-	43.60
Derivative Settlement receivable of Foreign Currency Loans	17.78	14.30	-	-	-
Less: Adjusted to Long-term Borrowings (Refer Annexure: VIII)	(17.78)	(14.30)	-	-	-
Unamortized Share Issue Expenses (Refer note 4 below)	66.18	-	-	-	-
Other receivables	0.38	-	-	-	-
Total	**923.78**	**141.93**	**441.92**	**98.01**	**511.93**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3 As per the respective Concession Agreements between ARRIL and Ahmedabad Urban Development Authority (AUDA) and, between BRTPL & RHTPL and NHAI, ARRIL, BRTPL and RHTPL are entitled to receive grant of ₹360 Million, ₹2,264 Million and ₹2,115 Million, respectively, as promoters' contribution for meeting the part project cost subject to the conditions laid down in the Concession Agreements. Upto March 31, 2015 the said companies have received grant of ₹295.76 Million , ₹1,224.15 Million and ₹643.70 Million in ARRIL, BRTPL and RHTPL, respectively. Also, ARRIL and BRTPL have accrued the balance of ₹64.24 Million and ₹564.82 Million respectively, as receivable since the conditions of the Concession Agreement related to grant have been met.

4 The Company is in the process of an Initial Public Offer ('IPO') in respect of its Equity Shares. As per the offer agreement between the Company and the selling shareholders, all expenses incurred in connection to the Company's IPO will be borne by the Company and each of the selling shareholders in proporation to the Equity shares alloted by the Company in the fresh issue and transferred by each selling shareholder in Offer for Sale, respectively. Thus, the expenses incurred by the Company in connection to the IPO upto March 31, 2015, have been shown as 'Unamortised Share Issue Expenses'. The Company will adjust the expense against the Securities premium balance in the next financial year upon the finalisation of the proportion of share issue expenses between the Company and the Selling Shareholders.

Sadbhav Infrastructure Project Limited

Annexure: XXVII

Restated Consolidated Statement of Revenue from operations

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Revenue from Toll Collection and Annuity Income	3,918.74	2,910.40	1,976.19	1,007.53	527.85
User Fees	816.10	268.99	-	-	-
Contractual Income					
Engineering, Procurement and Construction (EPC) Contract Income	229.27	241.13	881.52	550.48	11.15
Sale of Services					
Advisory, Project and Toll Management Fees	1.20	276.20	1.20	184.82	142.24
Other Operating Revenue					
Advertisement Income	37.68	13.99	13.24	16.74	13.66
Total	**5,002.99**	**3,710.71**	**2,872.15**	**1,759.57**	**694.90**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 During the year ended March 31, 2015, the Company has accounted Contract Income in the nature of cost escalation of ₹72.87 Million (gross), which is in line with cost inflation index principles (cost escalation formula) approved by independent consultant. (Refer note C(iii) of Annexure XXXV.

4 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

5 Revenue from Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sale of Services (including contract revenue and excluding service tax)	1.20	1.20	1.20	1.60	32.75

6 For details of transactions with Related Parties, refer annexure Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXVIII

Restated Consolidated Statement of Other Income

(₹in Million)

Sources of Income	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011	Nature: Recurring/ Non-Recurring	Related / Not related to Business Activity
Interest income on:							
- Sub-Ordinate loan to related party	123.64	116.32	105.76	136.85	-	Non-Recurring	Related to Business Activity
- Deposits with Banks	16.70	4.11	21.33	2.23	-	Non-Recurring	Not related to Business Activity
- Unsecured loans to related parties	15.32	25.07	104.56	73.71	171.50	Non-Recurring	Not related to Business Activity
- Unsecured loans to others	34.74	2.52	-	-	-	Non-Recurring	Not related to Business Activity
- Others	3.01	0.14	0.69	0.07	-	Non-Recurring	Not related to Business Activity
Profit on Sale of units of Mutual Fund (Net)	79.76	41.82	26.48	11.49	30.02	Non-Recurring	Not related to Business Activity
Dividend Income	0.62	0.74	22.97	3.40	-	Non-Recurring	Not related to Business Activity
Sundry balances written back	1.80	23.49	0.31	0.01	-	Non-Recurring	Related to Business Activity
Profit on Sales of Assets	-	0.03	-	-	-	Non-Recurring	Not related to Business Activity
Insurance Claim Received	0.72	1.34	-	-	-	Non-Recurring	Not related to Business Activity
Others	1.19	0.31	-	0.15	0.23	Non-Recurring	Not related to Business Activity
Total	**277.50**	**215.89**	**282.10**	**227.91**	**201.75**		

Notes

1 The classification of other income as recurring/not-recurring, related/not-related to business activity is based on the current operations and business activity of the Company as determined by the management.

2 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

3 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

4 For details of transactions with Related Parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXIX

Restated Consolidated Statement of Operating Expenses

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Construction Contract charges to Sub Contractors	370.48	445.43	741.05	366.27	-
Operation and Maintenance charges to Sub Contractors	268.15	74.71	44.06	128.83	33.30
Periodic Major Maintenance Cost	546.41	217.07	129.37	119.81	63.22
Power and Fuel	82.24	51.88	23.15	12.14	9.58
Security Expense	69.29	55.26	14.62	4.43	-
Other Operating Expense	77.23	40.85	18.69	15.24	13.90
Total	**1,413.80**	**885.20**	**970.94**	**646.72**	**120.00**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Operating Expenses to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sadbhav Engineering Limited	181.72	51.93	-	-	-

5 For details of transactions with Related Parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXX

Restated Consolidated Statement of Employee Benefits Expense

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Salaries, Wages and Bonus	210.80	146.69	95.05	56.44	29.15
Contribution to Provident and Other Funds	9.79	5.84	3.96	2.71	1.84
Gratuity Expense	3.35	0.45	0.25	1.13	0.76
Staff Welfare Expenses	19.06	10.54	3.58	1.23	1.38
Total	**243.00**	**163.52**	**102.84**	**61.51**	**33.13**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Employee Benefits Expense to Directors, Promoters and their Relatives

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Managerial Remuneration	3.25	3.19	3.25	3.25	3.25

5 For details of transactions with Related Parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXXI

Restated Consolidated Statement of Other Expenses

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Rent	19.34	9.80	6.52	4.46	2.31
Insurance	16.33	11.01	5.34	3.06	0.84
Rates and Taxes	36.85	7.12	14.38	2.79	33.06
Repairs and Maintenance	10.41	8.17	0.94	-	-
Legal and Professional Fees	117.57	87.67	45.90	91.51	54.28
Communication Expense	4.79	3.62	1.67	0.66	0.26
Travelling Expenses	11.09	7.33	2.78	2.18	1.56
Trade Receivables written off/ Provision for Doubtful Debts	1.10	0.48	0.41	10.95	-
Assets under construction written off	-	82.01	-	-	-
Miscellaneous Expenses	40.42	28.94	24.62	4.40	1.54
Total	**257.90**	**246.15**	**102.56**	**120.01**	**93.85**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Other Expenses to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Other Expenses	184.95	44.98	53.27	38.42	37.38

5 For details of transactions with Related Parties, refer Annexure: XXXIII

Sadbhav Infrastructure Project Limited

Annexure: XXXII

Restated Consolidated Statement of Finance Costs

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Interest Expenses on					
- Loans from Banks and Others	4,920.70	3,336.16	1,869.04	706.64	383.64
- Others	25.63	0.87	1.62	3.41	-
Amortization of Option Premium, Discount on issue of debentures and other Ancillary Costs	154.42	70.13	31.04	-	-
Premium on Redemption of Non Convertible Debetures (NCDs)	106.60	-	-	-	-
Bank charges, upfront fees and other finance cost	51.80	145.28	50.06	8.39	15.38
Total	**5,259.15**	**3,552.44**	**1,951.76**	**718.44**	**399.02**

Notes

1 The figures disclosed above are based on the restated consolidated summary statement of Profit and Loss of the Group.

2 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexures IV and V.

3 List of persons/entities classified as 'Promoters' and 'Group Companies' has been determined by the Management.

4 Finance Cost to Directors/Promoters/Group Companies/Relatives of Promoters/Relatives of Directors.

(₹in Million)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Interest Expense	491.16	250.28	6.94	3.88	25.86

5 For details of transactions with Related Parties, refer Annexure: XXXIII

6 One of the Subsidiaries, viz. MBCPNL capitalizes each checkpost from the date it receives provisional completion certificate from the engineer appointed by Maharashtra State Road Development Corporation (Project Implementation Agency). Pending receipt of notification from government authorities to start collecting user service fee, the cost incurred (including interest costs) from the date of capitalization of checkpost till the notification to collect user service fee is expensed to statement of profit and loss. MBCPNL has expensed ₹51.23 Million, ₹301.05 Million and ₹212.14 Million relating to such nature of interest costs (with corresponding no user service fee income) in the Statement of profit and loss during financial year 2012-13, 2013-14 and 2014-15 respectively.

Sadbhav Infrastructure Project Limited

Annexure: XXXIII

Restated Consolidated Statement of Related Parties

Name of Related Parties and related party relationship

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Holding Company	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)	Sadbhav Engineering Limited (SEL)
Key management personnel (KMP)	Mr. Vasistha C Patel Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director	Mr. Vasistha C Patel, Managing Director
Relatives of KMP	Mr. Vishnubhai M Patel Director	Mr. Vishnubhai M Patel Director	Mr. Vishnubhai M Patel Director	Mr. Vishnubhai M Patel Director	Mr. Vishnubhai M Patel Director
	Mr. Shashin V Patel Director	Mr. Shashin V Patel Director	Mr. Shashin V Patel Director	Mr. Shashin V Patel Director	Mr. Shashin V Patel Director
	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel	Mr. Girish Patel
	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel	Mr. Vikram Patel
	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel	Mrs. Rajeshri Patel
Enterprise over which the Company is having significant influence	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)	Dhule Palesnar Tollway Limited (DPTL)
	-	Nagpur Seoni Expressway Limited (NSEL) (upto April 3, 2013)	Nagpur Seoni Expressway Limited (NSEL)	Nagpur Seoni Expressway Limited (NSEL) (w.e.f. October 14, 2011)	-
Fellow Subsidiary	Mysore-Bellary Highway Pvt.Ltd. (MBHPL) (w.e.f October 7, 2014)	-	-	Nagpur Seoni Expressway Limited (NSEL) (upto October 13, 2011)	Nagpur Seoni Expressway Limited (NSEL)
Enterprise having significant influence under contract	Norwest Venture Partners VII-A-Mauritius (Norwest) (upto October 22, 2014)	Norwest Venture Partners VII-A-Mauritius (Norwest)	Norwest Venture Partners VII-A-Mauritius (Norwest)	Norwest Venture Partners VII-A-Mauritius (Norwest)	Norwest Venture Partners VII-A-Mauritius (Norwest)
	Xander Investment Holding XVII Limited (Xander) (upto October 22, 2014)	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)	Xander Investment Holding XVII Limited (Xander)

Particulars	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Enterprises over which holding company is able to exercise significant influence	Mysore-Bellary Highway Pvt.Ltd. (MBHPL) (upto October 6, 2014)	Mysore-Bellary Highway Pvt.Ltd. (MBHPL)	-	-	-
	Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)	Mumbai Nasik Express Way Limited (MNEL)	-

(a) Transactions during the year

(₹in Million)

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Issuance of Fresh Equity Shares (Including Security Premium)					
SEL	-	-	1,250.00	-	2,596.80
Norwest	-	-	-	-	2,000.00
Xander	-	-	-	-	2,000.00
Others	-	-	-	-	3.69
Issue of Bonus of Shares					
SEL	2,188.49	-	-	-	-
Norwest	294.16	-	-	-	-
Xander	294.16	-	-	-	-
Others	33.40	-	-	-	-
Conversion of CCCPs into Equity Shares					
Norwest	500.00	-	-	-	-
Xander	500.00	-	-	-	-
Issue of Compulsory Convertible Debenture (CCD)					
SEL	-	-	750.00	-	-
Conversion of Compulsory Convertible Debenture (CCD) to 1 Equity Shares including security premium					
SEL	750.00	-	-	-	-
Unsecured Loan Taken including interest thereon					
SEL	6,338.35	4,716.31	701.64	916.36	1,684.57
Unsecured Loan Repaid (including interest)					
SEL	4,749.38	1,262.93	338.49	724.60	1,997.96

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Unsecured Loan converted in to Interest free Loan					
SEL	779.56	-	-	-	-
Sub-Ordinate Debt Received in SPV entities					
SEL	294.24	492.35	215.73	-	15.00
Sub-Ordinate Debt Repaid					
SEL	802.29	176.84	-	-	441.95

(a) Transactions during the year

(₹in Million)

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Sub-Ordinate Debt Waived					
SEL	-	23.19	-	-	-
Interest Paid on CCDs					
SEL	0.04	0.08	0.03	-	-
Performance of EPC Contract, Utility Shifting and Variation					
SEL	12,203.04	6,999.40	8,054.32	13,584.47	6,504.62
Mobilisation and Material Advance given					
SEL	373.19	2,279.81	975.00	475.00	2,411.30
Mobilisation and Material Advance adjusted against EPC					
SEL	1,847.08	492.03	1,046.21	1,857.18	530.43
Fixed Assets Sold					
SEL	-	2.15	-	-	-
Purchase of Investment					
SEL	310.14	-	-	-	793.63
Advance for Purchase of Investment					
SEL	127.01	-	45.11	54.08	596.54

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Share Application Money Given					
MNEL	-	-	-	32.13	105.03
NSEL	-	-	-	-	49.96
DPTL	-	-	-	0.05	-
Share Application Money Received Back					
MNEL	-	-	-	137.16	-
Investments made during the year					
DPTL	8.09	-	1.78	2.04	2.48
MBHPL	0.12	-	-	-	-
Sale of Investment during the year					
SEL	0.12	-	-	-	-

(a) Transactions during the year

(₹in Million)

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
Unsecured Loan Given					
MBHPL	39.57	-	-	-	-
NSEL	-	-	273.15	307.50	520.31
MNEL	-	-	-	137.16	-
Receipt of Unsecured Loan Given					
MBHPL	38.67	-	-	-	-
NSEL	-	-	349.52	5.85	7.60
DPTL	12.36	11.63	10.58	7.15	4.38
MNEL	1.41	1.41	1.41	-	-
Sub Ordinate Loan Given					
DPTL	-	139.60	124.00	402.80	60.00
NSEL	-	-	-	48.00	20.30
Sale of Services					
DPTL	1.20	1.20	1.20	1.60	21.60
NSEL	-	-	-	-	11.15
Receipt of Services					
SEL	181.72	51.93	-	-	-
Capital Advance					

Name of the transactions	For the Year ended March 31, 2015	For the Year ended March 31, 2014	For the Year ended March 31, 2013	For the Year ended March 31, 2012	For the Year ended March 31, 2011
for Fixed Assets					
SEL	-	-	-	-	10.84
Trade Receivable Reversed					
NSEL	-	-	-	10.92	-
DPTL	-	-	0.40	-	-
Interest Income					
DPTL	123.64	116.32	105.76	71.51	43.77
NSEL	-	-	83.56	65.33	23.98
MNEL	14.13	14.13	14.13	-	-
Interest payable written back					
SEL	-	24.71	-	-	-
Rent , Allocation and Re-Imbursement of Expense					
SEL	158.33	44.98	53.27	38.42	37.38
MBHPL	26.62	-	-	-	-
Managerial Remuneration					
Vasistha Patel	3.25	3.19	3.25	3.25	3.25

(b) Outstanding balance as at Balance Sheet Date

(₹in Million)

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Sub-Ordinate Debt					
SEL	-	508.05	215.73	-	-
Performance of EPC Contract, utility shifting including retention money					
SEL	2,236.97	1,798.33	610.53	1,284.69	1,302.62
Advance for Purchase of Investment					
SEL	267.81	450.94	695.73	650.62	596.54
Mobilisation and Material Advance Given					
SEL	1,934.55	3,408.43	1,620.66	1,691.87	3,074.05

(b) Outstanding balance as at Balance Sheet Date

(₹in Million)

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Unsecured Loan Given (Including Interest thereon)					
MBHPL	0.90	-	-	-	-
NSEL	-	-	737.99	814.36	512.71
MNEL	137.16	137.16	137.16	137.16	-
Sub Ordinate Loan given					
DPTL	1,124.00	1,124.00	984.40	860.40	457.60
NSEL	-	-	118.29	118.29	20.33
Sale of Services / Trade Receivable (Including Retention Money)					
DPTL	4.70	3.47	2.41	1.59	1.59
NSEL	-	-	-	-	10.92
Interest Income Receivable					
DPTL	414.89	303.62	198.93	103.76	39.40
MNEL	38.14	25.43	12.71	-	-
Investment in Share Application Money Pending Allotment					
DPTL	-	-	-	0.05	-
NSEL	-	-	-	-	49.96
MNEL	-	-	-	-	105.03
Interest Payable					
SEL	117.77	225.18	4.44	3.88	-
Payable Against Purchase of Asset					
SEL	-	-	-	3.43	-
Loans & advances - Other					
MBHPL	8.13	-	-	-	-
Trade Payable & Other Payables					
SEL	180.75	102.49	23.21	41.36	9.11
0.01% Unsecured CCD					
SEL	-	750.00	750.00	-	-
Managerial Remuneration					
Vasistha Patel	0.25	0.39	0.43	0.41	-
Interest Free Long-term Unsecured Loan Taken					
SEL	779.56	-	-	-	-
Short-term Unsecured Loan Taken					
SEL	4,664.11	3,747.30	544.12	187.88	-
Interest on 0.01% Unsecured CCD					

Name of the transactions	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
SEL	0.14	0.08	0.03	-	-
Other receivables					
SEL	17.39	27.98	-	-	-

Notes:

1 Term Loan of ₹1,800.00 Million as at 31 March 2015 (31 March 2014: ₹1,800.00 Million, 31 March 2013: ₹1,800 Million, 31 March 2012: ₹650 Million) and WCDL loan of ₹Nil as at 31 March 2014 (31 March 2014: ₹100.00 Million) from bank is guaranteed by the corporate guarantee of Sadbhav Engineering Limited, the holding company.

2 Non convertable debenture of ₹5,005.41 Million as at 31 March 2015 (31 March 2014: ₹Nil) (31 March 2013: ₹Nil) (31 March 2012: ₹Nil) is guaranteed by the corporate guarantee of Sadbhav Engineering Limited, the holding company and personal guarantee of Mr. Vishnubhai Patel (Promoter of holding company (SEL)). Further, Sadbhav Engineering Limited has pledged 19.46% shareholding in the Company to the lenders. Also, Sadbhav Finstock Pvt. Ltd. has pledged 10,287,215 shares of SEL and Pledge of 30% shareholding of Maharashtra Border Check Post Network Limited (MBCPNL) held by the Company and SEL.

3 Compulsory Convertible Cumulative Preference Shares ('CCCPs') were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued to Norwest and Xander 1,131,100 equity share each against 1,125,387 CCCPS.

4 Company has received a waiver from preference shareholders for dividend payable upto the date of conversion.

5 During the year ended March 31, 2012, the company has converted share application money of ₹49.96 Million given to NSEL into Sub Ordinate Debt.

6 During the year ended March 31, 2015 short term loan of ₹779.56 Million from SEL was converted into interest free long term loan.

7 The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities and consolidated summary statement of profit and loss of the Group.

8 The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

Sadbhav Infrastructure Project Limited

Annexure: XXXIV

<u>Restated Consolidated Statement of Segment Information</u>

The Group has disclosed Business Segment as the primary segment. Segments have been identified taking into account the nature of services, the differing risks and returns and internal reporting system.

The group's operations predominately relate to BOT (Toll Operations & User Fees) , Contractual Income (Engineering Procurement Construction (EPC) Contract & Operation, Maintenance and Supervision Services), Advisory, Project and Toll Management Services. For the purpose of reporting, business segment is the primary segment.

(₹in Million)

Particulars	As at March 31, 2015	Year Ended March 31, 2014	Year Ended March 31, 2013	Year Ended March 31, 2012	Year Ended March 31, 2011
Revenue					
External Revenue					
BOT (Toll Operation & User Fees)	4,772.52	3,193.38	1,989.43	1,024.27	541.51
Contractual Income	229.27	241.13	881.52	550.48	11.15
Project Operations, Management and Advisory Services	1.20	276.20	1.20	184.82	142.24
Total Revenue	**5,002.99**	**3,710.71**	**2,872.15**	**1,759.57**	**694.90**
Segment Results					
BOT (Toll Operation & User Fees)	1,822.21	1,443.88	1,055.19	348.07	194.94
Contractual Income	(141.22)	(204.29)	140.47	184.21	11.15
Project Operations, Management and Advisory Services	1.20	261.25	1.20	184.01	139.22
Total	**1 682.19**	**1 500.84**	**1 196.86**	**716.29**	**345.31**
Unallocated Income/(Expense)					
Interest Expense (including other Finance Costs)	(5 259.15)	(3 552.44)	(1 951.76)	(718.44)	(399.02)
Other income including Finance income	277.50	215.89	282.10	227.91	201.75
Tax Expense	(0.22)	(121.66)	(50.31)	(127.80)	(77.57)
Profit/(Loss) for the Year before Minority Interest	**(3 299.68)**	**(1 957.37)**	**(523.11)**	**97.96**	**70.47**

(₹in Million)

Particulars	As at March 31, 2015	As At March 31, 2014	As At March 31, 2013	As At March 31, 2012	As At March 31, 2011
Other Information					
Assets					
Segment Assets					
BOT (Toll Operation & User Fees)	94 034.38	82 617.50	50 026.31	36 909.23	21 115.32
Contractual Income	15.88	51.30	345.78	13.19	-
Project Operations, Management and Advisory Services	4.70	3.47	2.41	1.59	1.59
	94 054.96	**82 672.27**	**50 374.50**	**36 924.01**	**21 116.91**
Unallocated Segment Assets	**4 897.50**	**3 546.24**	**3 471.39**	**3 008.92**	**1 896.77**
Total Assets	**98 952.46**	**86 218.51**	**53 845.89**	**39 932.93**	**23 013.68**
Segment Liabilities					
BOT (Toll Operation & User Fees)	26 280.31	24 978.87	5 234.92	2 015.66	1 761.42
Contractual Income	307.54	736.57	476.52	87.14	-

Particulars	As at March 31, 2015	As At March 31, 2014	As At March 31, 2013	As At March 31, 2012	As At March 31, 2011
Project Operations, Management and Advisory Services	-	-	-	-	-
Unallocated	63 913.73	50 434.53	36 839.15	28 099.26	13 254.19
Total	**90 501.58**	**76 149.97**	**42 550.59**	**30 202.06**	**15 015.61**

(₹in Million)

Particulars	For the Year ended March 31, 2015	Year Ended March 31, 2014	Year Ended March 31, 2013	Year Ended March 31, 2012	Year Ended March 31, 2011
Capital Expenditure					
BOT (Toll Operation & User Fees)	11 269.02	8 865.45	9 186.41	13 227.88	6 848.28
Unallocated	-	-	-	-	13.48
Depreciation and Amortisation					
BOT (Toll Operation & User Fees)	1,374.05	887.32	474.38	194.39	100.94
Unallocated	32.05	27.69	24.57	20.65	1.67

Notes

1. The figures disclosed above are based on the restated consolidated summary statement of assets and liabilities and consolidated summary statement of profit and loss of the Group.

2. The above statement should be read with the notes to restated consolidated summary statements of assets and liabilities, profits and losses and cash flows appearing in Annexure IV and V.

3. Segment Revenue, Segment Results, Segment Assets and Segment Liabilities include the respective amounts identifiable to each of the segments as also amounts allocated on a reasonable basis. The net expenses, which are not directly attributable to the Business Segment, are shown as unallocated corporate cost.

   Assets and Liabilities that cannot be allocated amongst the segments are shown as part of unallocated assets and liabilities respectively.

4. As the entity does not deal in other geographies, Secondary segment i.e. geographoical segment is not applicable to the entity as per Accounting Standard 17 Segment reporting, and hence, the details thereof are not given.

Sadbhav Infrastructure Project Limited

Annexure: XXXV

Restated Consolidated Statement of Contingent Liabilities and Commitments

(A) Contingent Liabilities

(₹in Million)

Particulars	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
Claims against the Company not acknowledged as debts					
Service Tax*	43.48	43.48	43.48	-	-
Income Tax Matter **	141.04	4.89	4.89		

* Towards service tax demand from authorities for recovery of CENVAT credit on input service availed during the financial years 2009-10 and 2010-11. In respect of said matter, the Company has preferred appeal with Tribunal, for which Company has deposited ₹2.5 Million in year 2013-14 and received stay order from tribunal for recoveries of demands. Further, the matter is pending with Tribunal as at reporting date.

** The income tax demands are pertaining to various subsidiary entities on account of disallowance in computation of income claimed by the entities under the Income tax Act. The entities are contesting the demands and the management believe that its position will likely be upheld in the appellate process. No tax expense has been accrued in the financial statements for the tax demand raised. The management believes that the ultimate outcome of this proceeding will not have a material adverse effect on the Group's financial position and results of operations.

(B) Other Commitments

(i) The followings are the estimated amount of contractual commitments of the Group:

(₹in Million)

	As at March 31, 2015	As at March 31, 2014	As at March 31, 2013	As at March 31, 2012	As at March 31, 2011
- Sub-Contract Commitments	949.40	1,333.05	1,488.63	1,562.57	-
- On Capital Account (net of Advances)	11,087.72	21,646.65	30,146.59	11,397.86	25,898.54

(ii) Additional Concession Fees as per Concession Agreement:

In terms of the Concession Agreement with NHAI, SUTPL has agreed to pay to NHAI, on the COD date, a Premium in the form of an additional Concession Fee equal to ₹216 Million as due to NHAI in the year project will receive COD and , due and payable for the proportionate period remaining in that year and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% as compared to the immediately preceding year.

(iii) The BOT projects of subsidiary companies viz. ARRIL, AJTL, MBCPNL, BHTPL, HYTPL, RPTPL, NSEL, SUTPL, BRTPL and RHTPL have been funded through various debt facilities agreements with banks. Against the said credit facilities availed by the respective subsidiary companies from the banks, the Company has executed agreements with lenders whereby the Company has committed to hold minimum shareholding and also pledge of its shares in the respective subsidiary company, details of which is as follows:

Name of Subsidiary	% of Non Disposal Undertaking		% of Shares to Pledge
	Upto Commercial Operation Date	After Commercial Operation Date	
ARRIL	70%	45%*	30.00%
BHTPL	51%	26%	26.00%
RPTPL	51%	51%	51.00%
HYTPL	51%	51%	51.01%
RHTPL	51%	51%	51.00%
NSEL	30%	30%	30.00%
AJTL	51%	51%	51.00%
MBCPNL	70%	51%	51.00%
SUTPL	51%	51%	51.00%
BRTPL	51%	51%	51.00%

* In case of ARRIL the undertaking for non disposal of shares shall be reduced to 21% on repayment of 80% of the total Loan given by lenders.

(iv) The Infrastructure project of the various SPVs have been funded through sub ordinate debt (in the nature of capital contribution) given by the Company (as a sponsor) in accordance with the Lender’s Loan Agreements and Sponsor Support and Equity Contribution Agreement of the respective SPV entity. The Sub-ordinate debt and interest receivable thereon is refundable on fulfilment of financial performance / obligation as per terms and conditions of agreement with lenders.

(v) Company has agreed to acquire 74% equity shareholding of Mysore-Bellary Highway Pvt.Ltd. (MBHPL) from Sadbhav Engineering Limited (SEL) as per agreement dated November 3, 2014, subject to regulatory approvals.

As regards acquisition of 20% share holding in Mumbai Nasik Expressway Limited (MNEL) in principle understanding has been reached with Gammon Infrastructure Project Limited for sale of share holding although detailed agreement is pending to be executed.

The Company had entered into an agreement dated September 18, 2013 to sell 9.93% equity shareholding of Maharashtra Border Check Post Network Limited (MBCPNL) to D. Thakkar Construction Private Limited, subject to lenders approvals. Further, the Company has also entered into an agreement dated November 4, 2014 with SEL to purchase 10% of equity shareholding in MBCPL. As at March 2015, Company has also outstanding unsecured loan of Rs. 110 million from D. Thakkar Construction Private Limited (refer note 7).

(C) Others

(i) In case of one of the subsidiaries, viz. Aurangabad Jalna Tollway Limited (AJTL), the Officer of Public Works Department ,Govt of Maharashtra (PWD) passed the order on November 4, 2013 to stop Toll Collection on grounds that some part of ROB work was incomplete. AJTL had filed a writ petition in the Hon. High Court, Aurangabad Bench challenging the said order. The Hon. High Court passed an interim order on December 9, 2013 allowing restoration of Toll Collection from December 14, 2013 on the undertaking to complete balance works and road maintenance works under supervision of Maharashtra Engineering Research Institute (MERI), Nasik and PWD authorities and also directed to deposit the amount of toll collection into separate ESCROW account to be opened and operated jointly by Company and PWD officer to be operated upto March 31, 2014.

According to the Management of AJTL, the entire work is completed. However Public Works Department(PWD) did not agree to discontinue Escrow Account on the ground that some work of ROB & maintenance work was pending, and also did not permit to withdraw the amount lying in the Escrow A/c. Hence, AJTL filed Arbitration petition before district court at Aurangabad for directing PWD to permit the withdrawal of amount deposited in Escrow A/c and to allow to deposit the Toll Collection in regular Bank A/c. The district court vide its order dated October 04, 2014 permitted withdrawal of amount lying in Escrow A/c in stages and resumption of operating regular account by obtaining permission of Government of Maharashtra.

In partial compliance to the said order, the Chief Engineer has allowed the withdrawal of the amount lying in escrow a/c. However, the toll collected is not being permitted to be deposited in regular bank account of AJTL.

(ii) During the year 2013-14, minority shareholders of Bijapur Hungud Tollway Private Limited (‘BHTPL’) (a subsidiary of the Company) has filed company petition under section 397 and 398 of the Companies Act, 1956 with the Company Law Board – Mumbai Bench against Sadbhav Engineering Ltd (SEL), a holding Company and its associates/affiliates wherein the company is also defendant. The minority shareholders has pleaded that BHTPL awarded EPC and other contracts to SEL / affiliates which are prejudicial to the interest of BHTPL and hence should be terminated. The Company Law Board (CLB) passed an order in favour of the minority shareholder although Company pleaded that matter should be referred for arbitration as per terms of shareholder agreement (SHA). Against the CLB order the Company filed Special Civil Application (SCA) with Hon’ble High Court of Gujarat that matter of minority shareholder should be dealt as per SHA. Hon’ble High Court accepted SCA of the Company and granted interim relief whereby further proceeding of CLB have been stayed. Hon’ble High Court then upheld the order of the Company Law Board, vacated the interim order and dismissed the SCA. The Company had filed an appeal under Letters Patent Act (LPA) before the Division Bench of Hon’ble Gujarat High Court (“the Bench”). The Bench ordered a stay on the further proceedings of CLB. The Company, based on the representations made before the Hon’ble Gujarat High Court, has defended the matter stating that the dispute is there between the shareholders of BHTPL instead of relating to oppression and mismanagement in BHTPL. Further, it is represented that such dispute should be resolved through arbitration agreement. The LPA is pending for final hearing before division bench of Hon’ble Gujarat High Court. The management represents that no liability is likely to devolve in the matter on the Company.

(iii) Up to reporting date, MBCPNL has accounted cost escalation claim of EPC contractor (including in respect of BCP site already operational) of ₹1,637.44 Millions as certified by lender’s engineer. The cost escalation as estimated is in line with cost inflation index principals (cost escalation formula) approved by Independent Consultant appointed by MSRDC. The revision of EPC agreement with the contractors in terms of cost escalation claim accounted in the books is in progress at the period end as well as the company need to take formal approval of cost escalation from MSRDC in terms of concession agreement. MBCPNL do not expect any adjustment in future against the cost escalation accounted in the books, pending formal approval from MSRDC.

(iv) In terms of the Concession Agreement for setting up the project for Modernization and Computerisation of integrated Border Check Post (‘Project’) in the state of Maharashtra on Build, Operate and Transfer basis, MBCPNL has physical possession of 20 Border Check Post (BCP) sites as at 31st March, 2015 out of total 22 BCP sites as per Concession agreement. MBCPNL has been regularly representing in the Steering Committee of the project set up by Maharashtra State Road Development Corporation (MSRDC) under Concession agreement, about handover of the additional project BCP sites so as to meet Concessionaire obligations as regards implementation of project as per the Concession agreement. As at 31st March, 2015, MBCPNL has achieved provisional certificate of completion for 13 check posts. The collection of service fees have been started in 9 BCP as per directive of MSRDC.

As at 31st March, 2015, the project implementation is in progress and there are costs variance in development of each BCP site. MBCPNL has been accounting cost variations, if any based on the approval of independent engineers appointed by MSRDC. MBCPNL has been regularly representing to MSRDC for the time extension of completion of BCP construction in terms of Concession agreement and is confident that necessary approvals relating to time extension for completion of BCP construction will be received and that no additional financial obligations is envisaged to be levied on the company under the terms of concession agreement.

(v) Till June 30, 2014, Maharashtra Border Check Post Network Limited (“MBCPNL”) has not recorded the service tax liability on User Fee income collected at various checkposts in terms of amendments as per Finance Act, 2012 as the Company has made the representations in the matter to various Excise and Customs authorities to seek clarifications/ applicability of the amendment so as to conclude its liability to pay service tax. The Company also didn’t accounted CENVAT credit on input services and materials utilized towards construction of the check posts infrastructure in terms of the Concession agreement and input services availed during operations of the checkposts.

The management, in the year 2014-15, has decided to recognize service tax liability of ₹136.73 Million (on the User fee Income earned since April 2013). Current period's service tax charge is adjusted against User Fee Income and earlier years charge is accounted as an expense in statement of profit and loss. The company also recorded CENVAT credit of ₹234.85 Million (including ₹74.60 Million on works contract towards services for construction of building and civil infrastructure) on project input services/materials, as applicable. CENVAT credit of ₹19.51 Million on services availed during operations of the checkposts since April 2013 was also accounted in books of account.

The CENVAT credit on project input material/ services is recorded by adjusting the cost of the intangible assets (including under constructions) and CENVAT credit on operational services is adjusted to the cost of the services. MBCPNL has accounted the credit based on legal opinion obtained by it.

Of the above, the CENVAT credit of ₹74.60 Million on works contract for construction of building and civil infrastructure have been accounted as Deferred CENVAT credit account, pending assessment by the statutory authority. The service tax liability of ₹136.73 Million on the user fee income have been discharged by adjusting the same against balance in CENVAT Credit Account. MBCPNL is in process of filling the service tax return with statutory authorities to give effect of above.

MBCPNL also propose to represents to the Government of Maharashtra (Licensor) as per the rights given in the Concession agreement for possible amendment in the Concession agreement, due to the change in service tax law under Finance Act 2012, whereby there is no financial loss to MBCPNL.

(vi) In the case of the following subsidiaries there are accumulated losses as at the balance sheet date, which have resulted in erosion of the respective company's net worth, although the Sponsors of the Projects, have invested sub-ordinate debts which is part of the Project equity capital as per terms of Rupee Facility Agreements of the respective entities. The repayment of such sub-ordinate debt is subject to certain stipulations under the loan agreement. The subsidiaries have no intention of curtailing the scale of operations and have projected increased traffic movement for their respective projects. Also, the subsidiaries have been able to meet their obligations in the ordinary course of the business complimented by the continuing financial support offered from Sadbhav Infrastructure Project Limited (SIPL). In case of MBCPNL, the management represented that the subsidiary is in start-up phase of the project and its operation/revenue is gradually increasing on commencing operation at additional border check post. Accordingly, these consolidated financial statements have been prepared assuming that these Subsidiaries will continue as a going concern.

(₹in millions)

Name of the Subsidiary	Accumulated Losses as at March 31, 2015
Aurangabad Jalna Tollway Limited	627.12
Hyderabad-Yadgiri Tollway Limited	644.20
Rohtak-Panipat Tollway Private Limited	1,170.74
Maharashtra Border Check Post Network Limited	1,144.92

Sadbhav Infrastructure Project Limited

Annexure: XXXVI

Restated Consolidated Statement of Accounting Ratios

(₹in Million)

Sr. No.	Particulars	As at and for the year ended				
		March 31, 2015	**March 31, 2014**	**March 31, 2013**	**March 31, 2012**	**March 31, 2011**
(i)	**Basic Earning / (Loss) Per Share (EPS)**					
	Restated Net Profit/(Loss) after tax for the period / year available for equity shareholders (₹in Million) (A)	(3,015.61)	(1,559.37)	(456.66)	97.99	98.84
	Number of equity shares	310,963,081	308,700,880	308,700,880	306,865,964	306,865,964
	Weighted average number of equity shares outstanding during the year (B)	309,698,728	308,700,880	307,655,230	306,865,964	295,515,250
	Basic Earning / (Loss) Per Share (in ₹) (A/B)	**(9.74)**	**(5.05)**	**(1.48)**	**0.32**	**0.33**
	Diluted Earning / (Loss) Per Share (EPS) (Refer Note 9 below)					
	Restated Net Profit/(Loss) after tax for the period / year available for equity shareholders (₹in Million)	(3,015.61)	(1,559.37)	(456.66)	97.99	98.84
	Add : Interest on Compulsory Convertible Debenture (Net of Tax)	0.03	0.05	0.02	-	-
	Restated Net Profit/(Loss) after tax for calculation of Diluted EPS (₹in Million) (A)	(3,015.58)	(1,559.32)	(456.64)	97.99	98.84
	Number of equity shares	310,963,081	308,700,880	308,700,880	306,865,964	306,865,964
	Weighted average number of equity shares outstanding during the year (B)	309,698,728	310,963,081	309,917,430	309,128,164	296,646,350
	Diluted Earning / (Loss) Per Share (in ₹) (A/B)	**(9.74)**	**(5.05)**	**(1.48)**	**0.32**	**0.33**
(ii)	**Return on Net Worth**					
	Restated Net Profit/(Loss) after tax for the period / year (₹in Million) (C)	(3,015.61)	(1,559.37)	(456.66)	97.99	98.84
	Net Worth excluding preference share capital at the end of the year, as restated (₹in Million) (D)	7,881.88	8,181.33	9,687.06	8,446.42	6,998.65
	Return on Net Worth (%) (C/D)	-38.26%	-19.06%	-4.71%	1.16%	1.41%
(iii)	**Net Asset Value Per Equity Share**					
	Net Worth excluding preference share capital at the end of the year, as restated (₹in Million) (E)	7,881.88	8,181.33	9,687.06	8,446.42	6,998.65
	Number of Equity share outstanding at the end of the year (F)	310,963,081	308,700,880	308,700,880	306,865,964	306,865,964
	Net Asset Value Per Equity Share (in ₹) (E/F)	**25.35**	**26.50**	**31.38**	**27.52**	**22.81**

Notes

1 The ratios have been computed as below:

Basic Earnings per share (₹) $\frac{\text{Net profit attributable to equity shareholders}}{\text{Weighted average number of equity shares outstanding during the year}}$

2 Return on net worth (%) $\frac{\text{Net profit attributable to equity shareholders}}{\text{Net worth excluding preference share capital at the end of the year}}$

3 Net asset value per equity share (₹) $\frac{\text{Net worth excluding preference share capital at the end of the year}}{\text{Number of equity shares outstanding at the end of the year}}$

4 Compulsory Convertible Cumulative Preference Shares (‘CCCPs’) were converted into equity shares in accordance with the terms of the agreement as per Board resolution dated October 22, 2014. Pursuant to the conversion, the Company has issued 2,262,200 equity share against 2,250,774 CCCPS.

5 0.01% 1,100,950 Compulsory Convertible Debentures of ₹750 Million issued to Sadbhav Engineering Limited (CCDs’) have been converted into one equity share as per Board Resolution dated October 22, 2014 .

6 The Company issued 282,693,710 equity shares of ₹10/- each as fully paid bonus shares in the ratio of 10 : 1 by utilizing ₹2,826.94 Million from Securities Premium Account aggregating ₹2,826.94 Million as per the resolution of Extra Ordinary General Meeting dated October 29, 2014.

Also refer note 5 of Annexure VI and note 6 (C) of Annexure VIII.

7 Net profit / (loss), as restated as appearing in the Consolidated Statement of Profit and Loss, as restated has been considered for the purpose of computing the above ratios. These ratios are computed on the basis of the restated consolidated financial statements of the Company.

8 Earnings per share calculations are done in accordance with Accounting Standard 20 “Earnings Per Share” issued by the Institute of Chartered Accountants of India.

9 Considering that the Group has incurred losses during the year ended March 31, 2014 and March 31, 2013, the conversion of potential equity shares would decrease the loss per share and hence it has been ignored for the purpose of calculation of diluted EPS.

10 Net worth for ratios mentioned represent equity share capital and reserves and surplus. Refer Annexure: VII for components of Reserves and Surplus.

Sadbhav Infrastructure Project Limited

Annexure: XXXVII

Capitalisation Statement

(₹in Million)

Class of Shares		Pre-Issue as at March 31, 2015	Post-Issue as at *
Borrowings:			
Long term debt	**(A)**	58,441.29	
Short term debt		4,977.11	
Total debt		**63,418.40**	
Shareholders' funds:			
Share capital		3,109.63	
Reserves and surplus		4,772.25	
Total shareholders' funds	**(B)**	**7,881.88**	
Long term Debt / Equity ratio	**(A) / (B)**	**7.41:1**	

* Share capital and Reserves & Surplus Post issue can be calculated only on the conclusion of Book Building Process.

Notes

1 The above has been computed on the basis of the restated consolidated summary statements of assets and liabilities of the Group as on 31st March, 2015.

2 Short term debt is considered as borrowing due within 12 months from the balance sheet date.

3 Long term debt is considered as borrowing other than short term debt, as defined above and also includes the current maturities of long term debt. Premium obligation to NHAI is not considered as long term debt.

FINANCIAL INDEBTEDNESS

As of May 31, 2015, the total outstanding fund-based borrowings of our Company and our Subsidiaries taken from third party lenders including SEL aggregated to ₹ 64,145.98 million and non-fund based borrowings of our Company and our Subsidiaries aggregated to ₹ 1,279.85 million. For this purpose, the exchange rate for borrowings in USD has been considered at the exchange rate prevailing on May 29, 2015.

The details of the indebtedness of our Company and our Subsidiaries taken from third party lenders including SEL as of May 31, 2015 are provided below:

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
FINANCIAL INDEBTEDNESS OF OUR COMPANY								
1.	ICICI	Rupee Loan Agreement dated September 26, 2009 and Letter of Intent ("LoI") dated March 2, 2012 (the "ICICI Facility")	₹ 1,800.00 million	₹ 1,800.00 million	The aggregate of I – base rate and spread of 3.50% per annum per month.	Note 1	(i)Subscription to optionally convertible redeemable preference shares and/or redeemable preference shares issued by certain of the project companies including ARRIL, AJTL, DPTL, MBCPNL, MNEL, NSEL and other infrastructure projects won	Repayment in four structured and unequal instalments, with the repayment date being the last day of the last month for each instalment as set out in the repayment schedule in the ICICI Facility and the last date of repayment

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
							by our Company and/or SEL and designated as project company by the agent of ICICI; (ii) infusing sub-debt in the project companies of our Company for part financing of the cost of projects undertaken by the project companies of our Company; and / or (iii) meeting other requirements of our Company such as operation and maintenance costs, margin for purchasing of capital equipment,	being the last day of 84 months from the date of first disbursement being March 6, 2012.

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
							investment in setting up of operation and maintenance base, and cash deposits for projects and / or project companies	
2.	KMB	Sanction letter no. CB/ 02012012/ 14703 dated January 3, 2012; Sanction letter no. CB/ 25022013/ 20491 dated February 26, 2013; and Sanction letter no. CB/19122013/25955 dated December 23, 2013; and Sanction letter no. CB/17032015/37160 dated March 17, 2015	**<u>Fund – Based</u>** Facility 1: ₹ 50.00 million (Cash credit)	Nil	Facility 1: as agreed between our Company and KMB.	Note 2	Facility 1: working capital	Repayable on demand
			Facility 2: ₹ 50.00 million (letter of credit backed purchase bill discounting)	Nil	Facility 2: as agreed between our Company and KMB.		Facility 2: working capital	Usance in maximum of 180 days
			Facility 3: ₹ 100.00 million (working capital demand loan) *The combined exposure of Facility 1, Facility 2 and Facility 3 shall not exceed ₹ 200.00 million at any point of time*	100.00 Million	Facility 3: The applicable rate of interest is 11.00% per annum.		Facility 3: cash flow mismatch	Tenor of maximum 90 days

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			limits.					
			<u>Non – Fund Based</u> Facility 4: ₹ 50.00 million (letters of credit – inland and foreign) - sub-limit of Facility 5	Nil	Facility 4: as agreed between our Company and KMB.		Facility 4: for purchase/ import of raw materials/ stores/ and spares consumables	Usance in maximum of 180 days
			Facility 5: ₹ 200.00 million (Bid bond bank guarantee) *The combined exposure of Facility 4 and Facility 5 shall not exceed ₹ 200.00 million at any point of time subject to specific individual limits. Total fund - based and non – fund based exposure shall be capped at ₹200.00 million subject to specific individual limits*	Nil	Facility 5: as agreed between our Company and KMB and payable upfront.		Facility 5: Issuance of guarantees, favouring statutory authorities/ customers for bid bonds	Tenor of maximum six months including claim period

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
3.	IL&FS	Debenture Trust cum Mortgage Deed dated June 6, 2014 (the "DTD")	Series 1 Debentures: ₹702.70 million	₹ 702.70 million	The applicable coupon rate is 5.62% per annum.	Note 3	To invest in project SPVs and carrying out various infrastructure projects of our Company within 180 days from the allotment date	Repayment/ redemption of the Series 1 Debentures in five unequal instalments commencing from July 1, 2017, with the final repayment date being April 5, 2019
			Series 2 Debentures: ₹ 702.70 million	₹702.70 million				Repayment/ redemption of the Series 2 Debentures in a single instalment on April 5, 2020
4.	SEL	Memorandum of understanding dated December 1, 2011, as amended by the Memorandum of Understandings dated April 1, 2013 and December 20, 2014 and the Agreement dated October 22, 2014. Pursuant to the	₹ 10,000.00 million (the "Facility")	₹ 6,154.17 million (including 779.56 million as part of the Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014).	Annual interest rate of 11% on any unpaid balance. Pursuant to the Agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.56 million as part of the Facility as unsecured and	Memorandum of Understanding does not indicate the terms in relation to the security	Working capital requirements for project management business, and in particular, the operations and maintenance of the road	Repayable by our Company on demand/call notice from SEL. SEL may issue a call notice to our Company giving not less than

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
		Agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.56 million as part of the Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014.			interest free facility for a period of 11 years from October 22, 2014.		projects and for the implementation of BOT road projects present across India.	seven days notice for repaying either full or in part the loan amount outstanding on any given day. Pursuant to the agreement dated October 22, 2014, SEL has agreed to continue to provide ₹ 779.56 million as part of the Facility as unsecured and interest free facility for a period of 11 years from October 22, 2014. Our Company is required to repay the loan within two days of

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
								the completion of such period of 11 years.
5.	D. Thakkar Construction Private Limited	Memorandum of understanding dated December 1, 2011	₹ 110.00 million	₹ 110.00 million	Memorandum of Understanding does not indicate the interest payable.	Memorandum of Understanding does not indicate the terms in relation to the security	Working capital requirements for project management business and in particular, the operations and maintenance of the road projects present across India	Repayable on demand
6.	HDFC Corporate Debt Opportunities Fund, HDFC Short Term Plan and HDFC High Interest Fund Short Term Plan and the	Debenture Trust Deed dated January 1, 2015	Series I Debentures: ₹ 480.00 million	₹ 480.00 million	Series I Debentures: Annual interest rate of 9.00%.	Note 4	Refinancing of existing debt and for general corporate purpose	Maturity date for Series I Debentures on April 18, 2018
			Series II Debentures: ₹ 480.00million	₹ 480.00 million	Series II Debentures: Annual interest rate of 9.00%.			Maturity date for Series II Debentures on April 18, 2019

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
	several persons who are for the time being and who may from time to time become the holders of the debentures and whose names are entered in the register of debenture-holders		Series III Debentures: ₹ 640.00 million	₹ 640.00 million	Series III Debentures: Annual interest rate of 9.00%.			Maturity date for Series III Debentures on November 18, 2019
7.	ICICI Prudential Regular Savings Plan, ICICI Prudential Fixed Maturity Plan Series 75-1246 Days Plan U, ICICI Prudential Asset management Company	Debenture Trust Deed dated February 25, 2015	Tranche I debentures: ₹ 800.00 million	₹ 800.00 million	Tranche I Debentures: Annual interest rate of 11.75% from the deemed date of allotment.	Note 5	i. Refinancing debt and long term working capital ii. Sub-debt investment in subsidiaries or step-down subsidiaries of the company; and iii. Acquisition	Redemption date for Tranche I Debentures on April 26, 2018
			Tranche II debentures: ₹ 500.00 million	₹ 500.00 million	Tranche II Debentures: Fixed Annual interest rate of 11.75% from the deemed date of			Redemption date for Tranche II debentures on April 13,

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
	Limited Account, and ICICI Prudential Mutual Fund – ICICI Prudential Regular Saving Fund				allotment.		of equity shares of HYTPL, ARRIL and DPTL	2020
			Tranche III debentures: ₹ 700.00 million	₹ 700.00 million	Tranche III Debentures: Annual interest rate of 11.75% from the deemed date of allotment.			Redemption date for Tranche III debentures on April 13, 2020
RPTPL								
8.	PNB, BOB, DB, IIFCL, AB, CB, IB, VB and ICICI	Common Loan Agreement dated September 1, 2010 (the "RPTPL CLA") as amended by Amendment No. 1 to the RPTPL CLA dated September 16, 2011, Amendment No. 2 to the RPTPL CLA dated December 27, 2011 and certain deeds of accession (collectively the "RPTPL Facility")	Aggregate: ₹ 9,707.20 million	₹ 7,682.27 million	-	Note 6	Part finance for construction and design of the RPTL Project and repaying RPTPL ECB Facility availed by RPTPL	Repayment in 43 quarterly instalments on the last day of each quarter, commencing from the first repayment date, such that the total door – to – door tenor (from the initial drawdown to the date of repayment of the last
			PNB: ₹ 2,176.33 million	₹ 2,176.30 million	The applicable rate of interest is 12.25% per annum per month. (1)			
			BOB: ₹ 1,028.82 million	₹ 1,028.80 million	The applicable rate of interest is 12.25% per annum per month. (1)			
			DB: ₹ 672.68 million	₹ 672.70 million	The applicable rate of interest is 12.25% per annum per month. (1)			
			IIFCL: ₹ 1,113.65 million	₹ 1,113.67 million	The applicable rate of interest is 12.25% per annum			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					per month. (1)			repayment instalment) does not exceed 16 years
			AB: ₹ 672.68 million	₹ 672.70 million	The applicable rate of interest is base rate of PNB plus spread of 2.25% amounting to 12.25% per annum per month. (1)			
			CB: ₹ 672.68 million	₹ 672.70 million	The applicable rate of interest is 12.25% per annum per month. (1)			
			IB: ₹ 672.68 million	₹ 672.70 million	The applicable rate of interest is 12.50% per annum per month. (1)			
			VB: ₹ 672.68 million	₹ 672.70 million	The applicable rate of interest is 12.50% per annum per month. (1)			
			ICICI: ₹ 2,025.00(2) million	Nil	ICICI base rate plus spread compounded with monthly rests, till ICICI resets the spread on the interest reset date in terms of the RPTPL Facility.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					The rate of interest shall be applicable from the date of drawdown (1)			
9.	ICICI, Hong Kong Branch (the "ECB Lender")	Term Loan Facility Agreement dated November 28, 2011 (the "RPTPL TLFA") as amended by the First Amendment Agreement to the RPTPL TLFA dated December 2, 2011 (the "RPTPL ECB Facility")	An amount not exceeding USD 45.00 million provided that the amount shall not exceed the USD equivalent of an aggregate amount equal to ₹ 2,025.00 million(2)	USD 37.83 million	The applicable rate of interest is the aggregate of 6 months USD LIBOR and 470 bps.	Note 7	Part finance for designing, engineering, financing, constructing, developing operating and maintaining the RPTPL Project	Repayment in unequal, semi – annual instalments and all repayments are to be in accordance with the repayment schedule which shall be consistent with the repayment schedule under the amended RPTPL Facility and the last instalment shall be paid on the final maturity date, being seven years from the date

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
								of first utilising the RPTPL ECB Facility
NSEL								
10.	ICICI, Bahrain Branch and ICICI, Hong Kong Branch (collectively referred to as "ICICI Banks").	Facility Agreement dated August 4, 2007 (the "NSEL ECB Facility")	Aggregate: USD 93.20 million ICICI, Bahrain Branch: USD 83.20 million ICICI, Hong Kong Branch: USD 10.00 million	USD 30.31 million	The applicable rate of interest is the aggregate of 6 months USD LIBOR and 190 bps.	Note 8	Financing (in whole or in part) the costs and expenses in relation to the NSEL Project and any fees and other costs payable by NSEL under the NSEL ECB Facility	Repayment in 15 structured unequal half yearly instalments as per the repayment schedule provided under the NSEL ECB Facility and the last instalment shall be paid on December 30, 2017
MBCPNL								
11.	BoI, ICICI, IB, IOB, OBC, PNB,	Common Rupee Loan Agreement dated February 3, 2010 (the	Aggregate: ₹ 11,411.00 million	₹ 9,869.97 million	-	Note 9	Part finance for modernization and	Subject to acceleration and other terms of the

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
	UBI, VB	“MBCPNL Facility”)	BoI: ₹ 1,800.00 million	₹ 1,559.67 million	The applicable rate of interest is 13.00% per annum per month.		computerization, including design, engineering, construction, monitoring, maintenance and operation of the MBCPNL Project on BOT basis	MBCPNL Facility, repayment in 50 structured quarterly instalments as per the repayment schedule provided under the MBCPNL Facility
			ICICI: ₹ 1,000.00 million	₹ 849.05 million	The applicable rate of interest is the aggregate of I-base rate and spread of 2.00% per annum per month.			
			IB: ₹ 960.00 million	₹ 831.79 million	The applicable rate of interest is 12.00% per annum per month.			
			IOB: ₹ 960.00 million	₹ 831.79 million	The applicable rate of interest is 13.00% per annum per month.			
			OBC: ₹ 1,461.00 million	₹ 1,265.78 million	The applicable rate of interest is the aggregate of I- base rate and spread of 3.25%, amounting to 13.00% per annum per month.			
			PNB: ₹ 2,470.00 million	₹ 2,140.34 million	The applicable rate of interest is 13.25% per annum			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					per month.			
			UBI: ₹ 1,800.00 million	₹ 1,559.76 million	The applicable rate of interest is 13.00% per annum per month.			
			VB: ₹ 960.00 million	₹ 831.79 million	The applicable rate of interest is 13.25% per annum per month.			
12.	D. Thakkar Construction Private Limited	Interest – free unsecured short term loan(3)	₹53.00 million	₹53.00 million	-	-	-	Repayable on demand
13.	DTC Toll Projects Private Limited	Interest – free unsecured short term loan(3)	₹50.00 million	₹50.00 million	-	-	-	Repayable on demand
SUTPL								
14.	ICICI, OBC, CBI, CB, VB, and IOB (collectively referred to as the "LC Lenders")	Common Facility Agreement (the "SUTPL CLA") dated September 28, 2012 as amended by the Amendment Agreement to the SUTPL CLA dated March 4, 2013 and certain novation deeds (collectively the	Aggregate: Rupee facility not exceeding an amount of ₹ 8,400.00 million (Including LC sub – limit / interchangeable limit of of ₹	**<u>Fund Based</u>** Rupee loan of ₹ 5,529.50 million **<u>Non – Fund Based</u>** LC Facility of ₹ 1,279.85 million		Note 10	Rupee term loan assistance to part finance the SUTPL Project the " SUTPL Rupee Facility") and a non-fund based	Repayment of Tranche – I rupee facility amount in 138 structured, monthly instalments as per the

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
		“SUTPL Facility”)	5,000.00 million)				financial assistance by way of opening letters of credit (with ICICI as the issuing bank and ICICI, OBC, CBI, VB and IOB as participating LC Lenders) in favour of the contractors under the EPC contracts of SUTPL, including for mobilization advance thereunder and for all kinds of expenses related to capital expenditures for the SUTPL Project (the “LC Facility”)	Tranche – I repayment schedule Repayment of the Tranche – II rupee facility amount in 174 structured monthly instalments as per the Tranche – II Repayment Schedule
			ICICI: Rupee facility commitment of ₹ 950.00 million (“ICICI Tranche – I”) and ₹ 750.00 million (“ICICI Tranche – II”) with an LC sub – limit / interchangeable limit of ₹ 1,150.00 million as a participating LC Lender	**<u>Fund Based</u>** Rupee loan of ₹ 1,051.70 million **<u>Non – Fund Based</u>** LC Facility of ₹ 314.65 million	The applicable rate of interest is 12.25% per annum per month.			
			OBC: Rupee facility commitment of ₹ 1,000.00 million (“OBC Tranche – I”) and ₹ 1,000.00 million (“OBC Tranche – II”) with an LC sub – limit / interchangeable limit of ₹ 1,600.00 million	**<u>Fund Based</u>** Rupee loan of ₹ 1,236.40 million **<u>Non – Fund Based</u>** LC Facility of ₹ 370.92 million	The applicable rate of interest is the aggregate of base rate and spread of 2.25% , amounting to 12.00% per annum per month.			
			CBI Rupee facility commitment of ₹ 750.00 million (“CBI – Tranche	**<u>Fund Based</u>** Rupee loan of ₹	The applicable rate of interest is 12.00% per annum			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			I") and ₹ 750.00 million ("CBI – Tranche II") with an LC sub-limit / interchangeable limit of ₹ 1,200.00 million as a participating LC lender	909.20 million **<u>Non – Fund Based</u>** LC Facility of ₹ 296.24 million	per month.			
			CB: Rupee facility commitment of ₹ 1,000.00 million ("CB – Tranche I") and ₹ 700.00 million("CB– Tranche II")	**<u>Fund Based</u>** Rupee loan of ₹ 1424.80 million	The applicable rate of interest is 12.05% per annum per month.			
			VB Rupee facility commitment of ₹ 250.00 million ("VB – Tranche I") and ₹ 250.00 million ("VB – Tranche II") with an LC sub-limit / interchangeable limit of ₹ 250.00 million as a participating LC lender	**<u>Fund Based</u>** Rupee loan of ₹ 303.80 million **<u>Non – Fund Based</u>** LC Facility of ₹ 98.08 million	The applicable rate of interest is 13.25% per annum per month.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			IOB Rupee facility commitment of ₹ 500.00 million (“IOB – Tranche I”) and ₹ 500.00 million (“IOB – Tranche II”) with an LC sub-limit / interchangeable limit of ₹ 800.00 million as a participating LC lender	**<u>Fund Based</u>** Rupee loan of ₹ 603.60 million **<u>Non – Fund Based</u>** LC Facility of ₹ 199.96 million	The applicable rate of interest is 12.00% per annum per month.			
ARRIL								
15.	HDFC, IIFCL, IOB, PNB, OBC, CBI, CB and SB (collectively referred to as the “First Ranking Lenders”) and ICICI acting in its capacity as “Second Ranking Lender”	Common Rupee Loan Agreement dated December 28, 2006 (the “ ARRIL Facility”)	Aggregate: ₹ 4,050.00 million	₹ 3,548.00 million		Note 11	Part finance for improving and widening of ARRIL Project and its operation and maintenance on BOT basis	For the First Ranking Lenders, repayment in 50 structured quarterly instalments, commencing on August 31, 2009, with the last of such instalments to be paid on November 30, 2021
			HDFC (as First Ranking Lender): ₹ 300.00 million	₹ 264.00 million	The applicable rate of interest is 10.6% per annum per month.			
			IIFCL: ₹ 500.00 million	₹ 440.00 million	The applicable rate of interest is 11.75% per annum per month.			
			IOB: ₹ 500.00 million	₹440.00 million	The applicable rate of interest is 10.55% per annum per month.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			PNB: ₹ 500.00 million	₹440.00 million	The applicable rate of interest is 10.75% per annum per month.			For the Second Ranking Lender, repayment in 52 structured quarterly instalments, commencing from August 31, 2011
			OBC: ₹ 750.00 million	₹660.00 million	The applicable rate of interest is 10.75% per annum per month.			
			CBI: ₹ 500.00 million	₹440.00 Million	The applicable rate of interest is 11.00% per annum per month.			
			CB: ₹ 300.00 million	₹264.00 Million	The applicable rate of interest is 10.75% per annum per month.			
			SB: ₹ 500.00 million	₹440.00 Million	The applicable rate of interest is 10.75% per annum per month.			
			ICICI as the Second Ranking Lender: ₹ 200.00 million	₹160.00 Million	The applicable rate of interest is the aggregate of I- base rate and spread of 2.75% per annum per month.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
RHTPL								
16.	CB, CorpBank, BOI, OBC, UBI, SB (collectively referred to as the "LC Lenders")	Common Loan Agreement dated November 9, 2013, Amendment No. 1 to the Common Loan Agreement dated March 26, 2015; and certain deeds of novation (collectively, the "RHTPL Facility")	Aggregate of the RHTPL Facility shall not exceed ₹ 9,500.00 million along with ₹ 2,857.50 million as an LC sub – limit of the RHTPL Facility	₹ 4,769.00 million	–	Note 12	Part financing of the RHTPL Project on a DBFOT (Toll) basis. The LC Lenders may at the request of RHTPL, establish inland letters of credit (with CB as the issuing bank) in favour of the EPC contractor of RHTPL solely for the payments towards the EPC activities and other capital expenditure of the RHTPL Project. (the "LC Facility"). The LC Facility is a one-time facility	Repayment in 174 monthly structured instalments. Total door to door tenor (from the initial drawdown date to the final settlement date) shall not exceed 18 years (including a construction period of approximately 2 years, and 6 months moratorium period of 1 year and repayment period of 14 years and 6 months)
			CB: ₹ 2,500.00 million with an LC sub-limit of ₹ 920.00 million	₹ 1,263.00 million	The applicable rate of interest is 12.30% per annum per month.			
			CorpBank: ₹ 1,000.00 million with an LC sub-limit of ₹ 500.00 million	₹ 500.30 million	The applicable rate of interest is 12.05% per annum per month.			
			BOI: ₹ 2,000.00 million with an LC sub-limit of ₹ 700.00 million	₹ 1,002.50 million	The applicable rate of interest is 12.05% per annum per month.			
			OBC: ₹ 1,000.00 million with an LC sub-limit of ₹ 370.00 million	₹ 500.30 million	The applicable rate of interest is the aggregate of the base rate of CB and spread of 2.05% amounting to			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					12.05% per annum per month.			
			UBI: ₹ 1,000.00 million with an LC sub-limit of ₹ 367.50 million	₹ 500.30 million	The applicable rate of interest is 12.05% per annum per month.			
			SB: ₹ 2,000.00 million with no LC sub-limit	₹ 1,002.60 million	The applicable rate of interest is 12.05% per annum per month.			
BHTPL								
17.	BOI, AnB, BOB, CorpBank, DB, IDBI, IOB, KB, OBC, PNB, FB, and ICICI	Common Loan Agreement dated June 30, 2010 (the "BHTPL CLA") as amended by Amendment No. 1 to the BHTPL CLA dated August 31, 2010, Amendment No.2 to the BHTPL CLA dated December 29, 2010, Amendment No. 3 to the BHTPL CLA dated December 19, 2011 and certain deeds of accession (collectively the "BHTPL Facility")	Aggregate of ₹ 8,465.00 million	₹ 5,904.26 million	–	Note 13	Towards the construction and development of the BHTPL Project; part-financing the project cost and repayment of the BHTPL ECB Facility	Repayment in 37 equal quarterly instalments on the last day of each quarter, commencing from the expiry of the moratorium period. The total door – to – door tenor (from the initial drawdown to the date of
			BOI: ₹ 1038.89 million	₹ 986.95 million	The applicable rate of interest is 12.30% per annum per month.			
			AnB: ₹ 778.25 million	₹ 739.34 million	The applicable rate of interest is the aggregate of base rate and spread of 1.25% amounting to 11.25% per annum per month.			
			BOB: ₹ 778.25 million	₹ 739.34 million	The applicable rate of interest is 12.00% per annum			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					per month.			repayment of the last repayment instalment) does not exceed 12 years and 6 months
			CorpBank: ₹ 594.70 million	₹ 564.97 million	The applicable rate of interest is 11.75% per annum per month.			
			DB: ₹ 403.81 million	₹ 383.62 million	The applicable rate of interest is the aggregate of base rate of BoI (9.95%) and spread of 1.25% amounting to 11.20% per annum per month.			
			IDBI: ₹ 587.36 million	₹ 557.99 million	The applicable rate of interest is 11.45% per annum per month.			
			IOB: ₹ 587.36 million	₹ 557.99 million	The applicable rate of interest is 11.30% per annum per month.			
			KB: ₹ 315.71 million	₹ 299.92 million	The applicable rate of interest is 11.45% per annum per month.			
			OBC: ₹ 315.71 million	₹ 299.92 million	The applicable rate of interest is the aggregate of lending			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
					bank's base rate and spread of 1.50% amounting to 11.50% per annum per month.			
			PNB: ₹ 594.70 million	₹ 564.97 million	The applicable rate of interest is 11.45% per annum per month.			
			FB: ₹ 220.26 million	₹ 209.25 million	The applicable rate of interest is 11.45% per annum per month.			
			ICICI: ₹ 2,250.00 million (the "BHTPL ICICI Facility")(4) with an ECB loan assistance not exceeding USD 50.00 million as a fully inter – changeable sub – limit	Nil	ICICI base rate prevailing on the relevant day, as determined and notified by ICICI plus spread, compounded with monthly rests, till ICICI resets the spread on the interest reset date in terms of the BHTPL ICICI Facility.			
18.	ICICI, Singapore Branch (the "ECB	Term Loan Facility Agreement dated November 28, 2011 (the "BHTPL TLFA") as	An amount not exceeding USD 50.00 million provided that the	USD 43.68 million	The applicable rate of interest is the aggregate of 6 months LIBOR and	Note 14	Part - financing the cost of the construction	Repayment in unequal, semi – annual

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
	Lender")	amended by the first Amendment Agreement to the BHTPL TLFA dated December 1, 2011 and Supplementary Agreement dated January 27, 2012 to the BHTPL TLFA executed in 2012 (collectively the "BHTPL ECB Facility")	amount shall not exceed the USD equivalent of an aggregate base currency amount equal to ₹ 2,250.00(4)		470 bps.		and design of BHTPL Project subject and in accordance with the ECB guidelines	instalments as per schedule of repayment provided by ECB Lender's agent prior to first utilisation date
BRTPL								
19.	ICICI, VB, UBI, OBC, DB and CorpBank	Rupee Facility Agreement dated March 22, 2013 and certain deeds of novation (the "BRTPL Facility")	Aggregate: ₹ 2,764.00 million	₹ 1,660.10 million	-	Note 15	Part financing with respect to the BRTPL Project	Repayment in 174 structured monthly instalments as per the BRTPL Facility and the final maturity date is 18 years from the appointed date (as defined under the concession agreement for the
			ICICI: ₹ 514.00 million	₹ 308.70 million	Applicable rate of interest is 12.00% per annum per month.			
			VB: ₹ 500.00 million	₹ 300.30 million	The applicable rate of interest is 12.00% per annum per month.			
			UBI: ₹ 500.00 million	₹ 300.30 million	The applicable rate of interest is 12.00% per annum per month.			
			OBC: ₹ 500.00	₹ 300.40 million	The applicable rate of interest is the			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			million		aggregate of ICICI base rate and spread of 2.25%, amounting to 12.00% per annum per month.			BRTPL Project)
			DB: ₹ 375.00 million	₹ 225.20 million	The applicable rate of interest is 12.25% per annum per month.			
			CorpBank: ₹ 375.00 million	₹ 225.20 million	The applicable rate of interest is 12.00% per annum per month.			
HYTPL								
20.	OBC, AnB, CB, IIFCL, IOB, IDBI, BOI, UBI and ICICI	Common Loan Agreement dated April 10, 2010 (the "HYTPL CLA") as amended by Amendment No. 1 to the HYTPL CLA dated May 25, 2010, Amendment No. 2 to the HYTPL CLA dated August 7, 2010, Amendment No. 3 to the HYTPL CLA dated December 23, 2010 and Amendment No. 4 to the HYTPL CLA dated	Aggregate: ₹ 3,802.20 million	₹ 2,365.80 million	-	Note 16	Part – financing of the construction and development of the HYTPL Project as required by the concession agreement and repayment of HYTPL ECB Facility	Repayment in 47 equal quarterly instalments on the last day of each quarter, commencing from the expiry of the moratorium period as specified in the
			OBC: ₹ 961.20 million	₹ 926.98 million	The applicable rate of interest is the aggregate of base rate and spread of 1.25% amounting to 11.25% per annum per month.			
			AnB: ₹ 189.77 million	₹ 183.13 million	The applicable rate of interest is the aggregate of base rate and spread of			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
		December 27, 2011 (collectively the "HYTPL Facility")			1.25% amounting to 11.50% per annum per month.			amortization schedule of the HYTPL Facility such that the total door – to – door tenor (from the initial drawdown to the date of repayment of the last repayment instalment) does not exceed 14 years and 6 months
			CB: ₹ 271.07 million	₹ 261.58 million	The applicable rate of interest is 11.25% per annum per month.			
			IIFCL: ₹ 271.07 million	₹ 261.58 million	The applicable rate of interest is 11.50% per annum per month.			
			IOB: ₹ 162.59 million	₹ 156.90 million	The applicable rate of interest is 11.25% per annum per month.			
			IDBI: ₹ 189.77 million	₹ 183.13 million	The applicable rate of interest is 11.50% per annum per month.			
			BOI: ₹ 189.77 million	₹ 183.13 million	The applicable rate of interest is 11.25% per annum per month.			
			UBI: ₹ 216.96 million	₹ 209.37 million	The applicable rate of interest is 11.25% per annum per month.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
			ICICI: ₹ 1,350.00 million (5)	Nil	An aggregate of I-Base prevailing on the relevant day, plus 2.35% p.a. compounded with monthly rests. The interest rate of ICICI shall be applicable for the Facility from the date of drawdown under the Facility			
21.	ICICI, Singapore Branch	Term Loan Facility Agreement dated November 28, 2011 (the "HYTPL TLFA") as amended by the first Amendment Agreement to the HYTPL TLFA dated December 1, 2011 (collectively the "HYTPL ECB Facility")	An amount not exceeding USD 30.00 million provided that the amount shall not exceed the USD equivalent of an aggregate amount equal to ₹ 1,350.00 million(5)	USD 24.95 million	The applicable rate of interest is the aggregate of 6 months USD LIBOR and 470 bps.	Note 17	Part finance for construction and design of the HYTPL Project	Repayment in full, unequal, semi – annual instalments where the first repayment instalment is paid on the first repayment date, each subsequent instalment is paid on each subsequent repayment date. The final

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
								repayment instalment shall be paid on the final maturity date as specified in the HYTPL ECB Facility respectively. The repayment shall be in line with the repayment schedule under the HYTPL Facility as defined above
AJTL								
22.	IDBI, IIFCL, OBC and HDFC (collectively referred to as the "Lenders")	Common Rupee Loan Agreement dated December 14, 2007 (the "AJTL CLA") as amended by the first Amendment Agreement to the AJTL CLA dated September 13, 2010 and the Second Amendment	Aggregate: ₹ 1,940.00 million	₹ 1,662.44 Million	-	Note 18	Funding the construction, operation and maintenance of the AJTL Project.	Subject to acceleration, repayment in 48 quarterly instalments commencing from the first repayment date as
			IDBI: ₹ 540.00 million	₹ 463.05 million	The applicable rate of interest is the aggregate of base rate of 10% and 125 bps.			

Sr. No.	Lender	Particulars of the documentation	Amount sanctioned	Principal amount availed of and outstanding as on May 31, 2015	Interest rate / commission rate	Security	Purpose	Repayment schedule
		Agreement to the AJTL CLA dated April 23, 2013 (collectively the "AJTL Facility")	IIFCL: ₹ 500.00 million	₹ 428.75 million	The applicable rate of interest is 11.50% per annum per month.			indicated in the AJTL Facility and the last repayment date being July 1, 2023
			OBC: ₹ 450.00 million	₹ 385.88 million	The applicable rate of interest is the aggregate of base rate of IDBI and spread of 1.25% amounting to 11.25% per annum per month.			
			HDFC: ₹ 450.00 million	₹ 384.77 million	The applicable rate of interest is 10.90% per annum per month.			

(1) *For lenders other than ICICI, in case the base rate for any lender (other than PNB) is higher than the interest rate determined applicable as per the Rupee Facility, the applicable interest rate shall be the base rate of such lender until such base rate is less than the interest rate determined as per the Rupee Facility.*

(2) *The amount availed under the Rupee Facility dated September 1, 2010 shall stand reduced to the extent of ₹2,025.00 million, such that the total amount availed under the Rupee Facility and the ECB Facility aggregates to ₹9,707.20 million.*

(3) *No formal documentation has been executed for this loan.*

(4) *The amount availed under the Facility dated June 30, 2010 shall stand reduced to the extent of ₹2,250.00 million, such that the total amount availed under the Facility and the ECB facility aggregates to ₹8,465.00 million.*

(5) *The amount availed under the Facility dated April 10, 2010 shall stand reduced to the extent of ₹1,350.00 million, such that the total amount availed under the Facility and the ECB facility aggregates to ₹3,802.20 million*

(6) *An indicative termsheet has been executed between HDFC Bank Limited and BHTPL pursuant to which HDFC Bank Limited has sanctioned (i) Senior Rupee Term*

Loan of upto ₹ 5,960.00 million for the purposes of refinancing the existing BHTPL CLA and(ii) Subordinated Rupee Term Loan of upto ₹1090.00 million for the purposes of incurring major maintenance expenses. Purpose of the facilities shall be subject to NHAI approval. Accordingly, BHTPL, through application dated June 9, 2015, has applied to the NHAI for refinancing the outstanding BHTPL CLA and financing of major maintenance expenses.

As of July 31, 2015, the total outstanding fund based borrowings of our Company and our Subsidiaries taken from third party lenders including SEL aggregated to ₹ 65,919.82 million and non fund based borrowings of our Company and our Subsidiaries aggregated to ₹ 1,582.85 million. For this purpose, the exchange rate for borrowings in USD has been considered at the exchange rate prevailing on July 31, 2015.

In addition to the borrowings indicated above, our Company and our Subsidiaries have also availed certain loans from each other in the ordinary course of business. The amounts outstanding under such loans, as of May 31, 2015, are set out below:

(in ₹million)

Sr. No.	Name of the Borrowing Entity	Unsecured Subordinate Debt from the Company	Unsecured Short Term Debt
1.	Company	-	13.38
2.	NSEL(1)	118.29	528.15
3.	MBCPNL(2)	3,766.13	790.71
4.	RPTPL(3)	2,209.06	555.30
5.	AJTL (4)	282.00	516.16
6.	BRTPL(5)	1,159.60	-
7.	HYTPL(6)	1,297.69	162.45
8.	RHTPL(7)	969.12	-
9.	BHTPL (8)	843.92	-
10.	SUTPL(9)	1,775.57	-

(1) In terms of Sponsor Support Agreement dated November 22, 2007 between SEL, our Company, NSEL, SREI Infrastructure Finance Limited, ITSL and ICICI, Singapore (vide letter dated December 28, 2013 from ICICI, the lender under the Facility Agreement dated August 4, 2007 was changed from ICICI Singapore to ICICI Bahrain) has provided subordinate debt on, inter alia, that prior to initial utilisation of the facility granted under the Facility Agreement, SREI Infrastructure Finance Limited, SEL and our Company shall contribute to NSEL by way of subscription of shares or advancement of subordinate debt an aggregate amount of ₹ 498.83 million; prior to the utilisation of any facility provided under the Facility Agreement, SREI Infrastructure Finance Limited, SEL and our Company shall ensure that the debt equity ratio does not exceed 4:1; SREI Infrastructure Finance Limited, SEL and our Company shall until COD make contributions to the NSEL by way of subscription to shares or subordinate debt to meet any cost overrun or to meet any shortfall in the amounts payable as per terms of the Concession Agreement dated May 30, 2007; the subordinate debt shall not be secured by any mortgage, pledge, charge or lien or other security; no interest or any other commission or fees or any other payments in lie thereof shall be charged on the amount provided as subordinate debt; the subordinate debt shall be subordinate to all amounts payable to Secured Parties as defined in the Sponsor Support Agreement; prior to the date on which all the secured obligations under the financial documents entered into in relation to the loan have been discharged, SREI Infrastructure Finance Limited, SEL and our Company shall not ask, demand, sue or prove for, take or receive, directly or indirectly, payment of any subordinate debt.

(2) In terms of the Sponsor Support and Equity Contribution Agreement dated February 3, 2010 between SEL, our Company, MBCPNL, ITSL and ICICI subordinate debt has been provided on terms and conditions including, inter alia, that SEL and our Company prior to initial drawdown date (as defined in the Sponsor Support and Equity Contribution Agreement) shall contribute an aggregate amount of ₹ 855.8 million to MBCPNL by way of subscription of shares, subscription to equity like instruments or subordinate debt. Prior to following the drawdown under the facility, SEL and our Company are required to ensure that debt to equity does not exceed 80:20 and SEL and our Company shall bring in equity upon issue of notice by lenders or MBCPNL for the purposes of maintaining this ratio. SEL and our Company are also required to contribute equity in MBCPNL until COD upon receipt of notice of cost overrun. SEL and our Company shall comply with their obligation until the final settlement date.

(3) In terms of Common Loan Agreement dated September 1, 2010, as amended, between RPTPL, ITSL, PNB, BOB, DB, IIFCL, AB, CB, IB, VB and ICICI, and the Undertaking by SEL and our Company dated September 1, 2010 subordinate debt has been provided on terms and conditions including, inter alia, that SEL and our Company shall contribute to RPTPL by way of equity shares or subordinate loans an aggregate amount of ₹ 2,426.80 million to meet the cost associated with the completion of the construction of the Project Highway (as defined in the Common Loan Agreement) so that the debt equity ratio of RPTPL does not exceed 4:1; in case of any cost overrun or if there is any shortfall in the resources of the RPTPL for completion of construction of the project at any stage, SEL and our Company shall provide such additional funds either by way of subscription to equity shares or as subordinate debt; the subordinate debt shall not be secured by any mortgage, charge or lien or other security interest on assets of RPTPL; No interest may be claimed by SEL and our Company on the subordinate debt however, RPTPL may pay interest on the subordinate debt subject to the provisions of Article 6.2.3 of the Common Loan Agreement; the principal amount of the subordinate debt shall not be due and payable by RPTPL until the date on which all the secured obligations under the financial documents entered into in relation to the loan have been discharged to the satisfaction of Secured Parties as defined under the Common Loan Agreement; SEL and our Company shall not demand the repayment/ redemption,

withdrawal of the subordinate debt, or commence any proceedings or take action to recover or receive any of the subordinate debt against RPTPL until the date on which all the secured obligations under the financial documents entered into in relation to the loan have been discharged to the satisfaction of Secured Parties as defined under the Common Loan Agreement.

(4) In terms of Common Rupee Loan Agreement dated December 14, 2007 between AJTL, ITSL, IDBI, IIFCL, HDFC and OBC, and Sponsor Support Agreement dated December 14, 2007 between SEL, our Company, AJTL, PBA, ITSL and IDBI subordinate debt has been provided on, inter alia, that SEL and our Company shall contribute to AJTPL by way of equity (including interest free subordinate debt) an aggregate amount of ₹ 830.00 million; SEL and our Company shall bring in additional funds by way of subordinate debts to maintain minimum debt service coverage ratio for a period of four years from the COD; additional funds shall be provided by SEL and our Company to meet any shortfall in the funds required due to cost overrun or due to changes in the scope of the Project (as defined in the Common Rupee Loan Agreement) or to meet any shortfall in the termination payments in respect of debt due under the Common Rupee Loan Agreement or to meet any shortfall due to expected risks and force majeure events (as specified in the Common Rupee Loan Agreement); no interest shall be charged on the amount provided as subordinate debt; the subordinate debt shall be repaid only if the repayment of the rupee loan taken under the agreement has commenced, no event of default has occurred, all reserves are adequately funded and DSCR is greater than 1.15 for the last 12 months.

(5) In terms of Sponsor Support Agreement dated March 22, 2013 between SEL, our Company, BRTPL, ITSL and ICICI subordinate debt has been provided on the terms including inter alia that SEL and our Company shall contribute to BRTPL by way of fully pad up equity shares, preference shares, interest free share application money brought in by SEL and our Company or subordinate debt an aggregate amount of ₹ 1,333.00 million; no interest shall be charged on the amount provided as subordinate debt; SEL and our Company shall ensure that the debt to equity ratio does not exceed 49:51 on the day following the making of drawdown; SEL and our Company shall provide funds to meet any shortfall arising on account of cost overrun and to meet any shortfall in payment of outstanding amounts to the Lenders (as defined in the Common Loan Agreement dated March 22, 2013); any financial support provided by SEL and our Company shall remain at all times subordinate to the outstanding due amount in relation to the obligation of BRTPL to the Lenders (as defined in the Common Loan Agreement dated March 22, 2013) and shall not be due and payable until all rights and claims of the Secured Parties (as defined in the Common Loan Agreement dated March 22, 2013) have been discharged in full and the final settlement date has occurred.

(6) In terms of Common Loan Agreement April 10, 2010, as amended, between HYTPL, ITSL, OBC, AnB, CB, IIFCL, IOB, IDBI, BOI, UBI and ICICI, and Promoter Undertaking dated December 27, 2011 by SEL, our Company and GKC, subordinate debt has been provided on, inter alia, that SEL and our Company shall contribute to HYTPL by way of equity share capital or subordinate loan an aggregate amount of ₹1,000.00 million towards Project Equity Capital (as defined under the agreement) to enable the Borrower to meet all costs associated with the completion of the construction of the Project Highway (as defined under the agreement) so that the debt to equity ratio of HYTPL does not exceed 3.802:1; no interest shall be claimed on the subordinate debt except as provided under the Common Loan Agreement; the repayment or redemption of the subordinate debt shall be only after the date on which all secured obligations of HYTPL have been discharged to the satisfaction of the Secured Parties (as defined under the agreement); in the event GKC does not make equity contribution in its shareholding proportion, SEL and our Company shall in addition to their obligations in respect of the equity contribution, make such equity contributions towards the Project Equity Capital to the extent GKC fails to perform its obligations to the satisfaction of the Lenders; The subordinate debt shall not be secured by any mortgage, charge or lien or other security interest in or over the assets of HYTPL. The subordinate debt shall be provided by SEL and our Company promptly upon knowledge of cost overrun or any other shortfall in the resources of HYTPL in completion the Project Highway (as defined in the Common Loan Agreement).

(7) In terms of Sponsor Support Agreement dated November 9,2013 between SEL, our Company, RHTPL and CB, as amended on March 26, 2015, subordinate debt has been provided on the terms including inter alia that SEL and our Company shall contribute to RHTPL by way of equity share capital or subordinate debt an aggregate amount of ₹ 0.5 million on the initial drawdown date and ₹ 550.40 million prior to second and immediatelysucceeding drawdown to the Initial Drawdown Date (as defined in the Common Loan Agreement dated November 9, 2013 as amended); SEL and our Company shall ensure that the debt to equity ratio does not exceed 74:26; SEL and our Company to provide subordinate debt to enable RHTPL to maintain an amount equivalent to the aggregate of the amount of interest payable by RHTPL to the lenders for a period of two succeeding quarters from the COD; subordinate debt shall be unsecured; no interest shall be charged on the amount provided as subordinate debt, subordinate debt shall be subordinate to the loan provided vide Common Loan Agreement dated November 9, 2013, as amended; principal amount of the subordinate debt shall not be due and payable by RHTPL until the date on which all the secured obligations under the financial documents entered into in relation to the loan have been discharged.

(8) In terms of Common Loan Agreement dated June 30, 2010, as amended, between BHTPL, ITSL, BoI, AnB, BOB, CorpBank, DB, IDBI, IOB, KB, OBC, PNB, FB, and ICICI and Promoter Undertaking dated December 19, 2011, subordinate debt has been provided on, inter alia, that SEL, MCL and our Company shall contribute to BHTPL by way of equity capital or subordinate debt an aggregate amount of ₹ 1,370.00 million to enable BHTPL to meet all costs associated with completion of the construction of Project Highway (as defined in the Common Loan Agreement) so that the debt to equity ratio of BHTPL does not exceed 2.06:1; SEL, MCL and our Company shall provide additional funds to meet any shortfall in the resources of BHTPL or to meet any cost overrun; the repayment of the subordinate debt shall be only after the final settlement date; no winding up or other proceedings shall lie against BHTPL for the recovery of the subordinate debt until the final settlement date; no interest shall be charged on the amount provided as subordinate debt.

(9) In terms of Sponsor Support Agreement dated October 11, 2012, as amended on March 4, 2013, between SEL, our Company, SUTPL, ITSL and ICICI subordinate debt has been provided on the terms including inter alia that SEL and our Company shall contribute to SUTPL by way of fully paid up equity shares, preference shares, interest free share application money brought in by SEL and our Company or subordinate debt, an aggregate amount of ₹ 3,114.60 million; SEL and our Company shall provide funds to SUTPL for meeting any shortfall in cash flows for meeting the Estimated Project Cost (as defined in the Common Loan Agreement dated September 28, 2012, as amended) including any shortfall arising on account of cost overrun; no interest shall be charged on the amount provided as subordinate debt; SEL and our Company shall not in the event of liquidation of the SUTPL, prove in competition with the Secured Parties as defined in the Common Loan Agreement dated September 28, 2012, as amended, until the final settlement date; SEL and our Company shall not exercise any right under law, to claim any sum outstanding from SUTPL until the final settlement date; any financial support provided by SEL and our Company shall remain at all times subordinate to the outstanding due amount in relation to the obligation of SUTPL to the Lenders (as defined in the Common Loan Agreement dated September 28, 2012, as amended) and shall not be due and payable until all rights and claims of the Secured Parties (as defined in the Common Loan Agreement dated September 28, 2012, as amended) have been discharged in full and the final settlement date has occurred.

Notes in relation to the table on indebtedness of our Company and our Subsidiaries taken from third party lenders including SEL as of May 31, 2015 from pages 450 to page 478:

Note 1

- A first *pari passu* charge on all of our Company's immovable and movable assets (including all intangible assets), both present and future.

- A first charge on the designated account of our Company; and

- A corporate guarantee from SEL. The corporate guarantee shall fall off only after our Company's credit rating remains AA- for two consecutive years.

Note 2

- For Facility 1, for hypothecation/ mortgage/ personal guarantee/ corporate guarantee, it shall be consistent with other working capital consortium lenders.

- The security pertaining to Facilities 3, 4 and 5 shall be a corporate guarantee of SEL until the entry of KMB into the consortium.

Note 3

- Unconditional and irrevocable corporate guarantee from SEL.

- Unconditional and irrevocable personal guarantee from Vishnubhai M. Patel.

- First ranking exclusive hypothecation over the designated account (as described under the DTD) (and the monies lying to the credit thereof from time to time) created by our Company in terms of the memorandum of hypothecation.

- Second ranking *pari passu* mortgage over the immovable property as described in DTD.

- Second ranking *pari passu* hypothecation over all movable, tangible and intangible assets, receivables, cash and liquid investments of our Company to be created by our Company in terms of the memorandum of hypothecation.

- Second ranking *pari passu* hypothecation over all bank accounts of our Company (except the designated account) into which revenues, liquid investments (equity and debt) and insurance proceeds are to be deposited (including accounts titled "escrow accounts") (and monies lying to the credit thereof from time to time) created by our Company in terms of the memorandum of hypothecation.

- Second ranking *pari passu* hypothecation over all rights of our Company under all contracts and arrangements entered into by our Company and/ or documents executed and insurances obtained by our Company.

- Such other security as may be stipulated by IL&FS and accepted by our Company.

- Upon full repayment of the existing ICICI Facility, the second ranking *pari passu* hypothecations pertaining to the bank accounts of our Company and contracts and arrangements entered into by our Company, as well freehold land, moveable properties shall be converted into a first ranking *pari passu* charge without further act or deed or documents.

Note 4

- Unconditional irrevocable guarantee from SEL.

- Pledge of equity shares held by SFPL aggregating upto 6% of the paid up equity share capital of SEL.

- Pledge of equity shares held by Company aggregating upto 56% of the paid up equity share capital of ARRIL as interim security, which shall be released once the shares of DPTL are transferred in the name of our Company. Thereafter, equity shares held by Company aggregating upto 67% of the paid up equity share capital of DPTL shall be pledged as security to the lenders.

- First and exclusive charge on the mortgaged property as described in the Debenture Trust Deed dated January 1, 2015.

- The rights or interest pertaining to the aforementioned securities shall inter-se rank *pari passu* between each series of the debentures without any preference or priority to any series of the debentures. Further, the rights or interest pertaining to such securities shall inter-se rank *pari passu* between the debentures constituting each series of the debentures without any preference or priority to any of the debentures of such series of debentures.

Note 5

- First ranking charge created by way of pledge of equity shares held by the Company in RPTPL amounting to 48.99% of the issued and paid up equity share capital of RPTPL.

- Corporate guarantee by SEL.

- First and exclusive mortgage over the mortgaged property as described in the Debenture Trust Deed dated February 25, 2015.

Note 6

- A first mortgage and charge on all of immovable properties of RPTPL, both present and future, excluding certain RPTPL Project assets.

- A first charge on all tangible moveable assets of RPTPL, including moveable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other moveable assets, both present and future, excluding certain RPTPL Project assets.

- A first charge over all accounts of RPTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the RPTPL Facility and the supplementary escrow agreement or any other RPTPL Project document and all funds from time to time deposited therein, the receivables and all permitted investments and or other securities of RPTPL, subject to certain conditions.

- A first charge on all intangible assets of RPTPL including but not limited to goodwill, rights, undertakings and uncalled capital, excluding certain RPTPL Project assets.

- A first charge on assignment by way of security in, subject to certain conditions:

  (i) all the right, title, interest, benefits, claims and demands whatsoever of RPTPL in the RPTPL Project documents;

  (ii) the right, title and interest of RPTPL in and under all clearances;

  (iii) all the right, title, interest, benefit, claims and demands of RPTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the RPTPL Project documents; and

  (iv) all the right, title, interest, benefits and claims and demands of RPTPL under all insurance contracts.

- A pledge of equity shares held by our Company, SEL and/ or their associates aggregating to 51% of the paid – up and voting equity share capital of RPTPL for a period up to the COD, subject to there being no occurrence or continuation of any event of default or potential event of default at that time, shares representing 25% of the paid up and voting equity share capital of RPTPL shall be released out of pledge and pledge over 26% of paid up and voting equity share capital of RPTPL shall continue, subject to certain conditions.

- The aforementioned security except the pledge, shall rank *pari passu* inter – se amongst the Lenders and the working capital lenders (as defined under the RPTPL CLA), in accordance with the concession agreement, without any preference or priority to one above the other. The pledge shall rank *pari passu* inter – se only amongst the Lenders.

Note 7

- A first mortgage and security interest on all of immovable properties of RPTPL, both present and future, excluding RPTPL Project assets.

- A first charge and security interest on all of tangible moveable assets of RPTPL, including movable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other movable assets, both present and future, excluding RPTPL Project assets.

- A first charge and security interest on receivables and all permitted investments or other securities of RPTPL in relation to the project.

- A first charge and security interest over all accounts of RPTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the RPTPL ECB Facility and the supplementary escrow agreement or any other project document and all funds from time to time deposited therein.

- A first charge and security interest on all intangibles of RPTPL including but not limited to goodwill, rights, undertakings and uncalled capital, excluding RPTPL Project assets.

- A first charge and security interest on assignment by way of security in:

  (i) all the right, title, interest, benefits, claims and demands whatsoever of RPTPL in the RPTPL Project documents;

  (ii) the right, title and interest of RPTPL in and under all clearances;

  (iii) all the right, title, interest, benefit, claims and demands of RPTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the RPTPL Project documents; and

  (iv) all the rights, title, interest, benefits and claims and demands whatsoever of RPTPL under all insurance contracts.

- A pledge of equity shares held by our Company, SEL and our associates aggregating to 51% of the paid – up and voting equity share capital of RPTPL for a period up to the COD, subject to there being no occurrence or continuation of any event of default or potential event of default at that time, shares representing 25% of the paid up and voting equity share capital of RPTPL shall be released out of pledge and pledge over 26% of the paid up and voting equity share capital of RPTPL shall continue, subject to the terms of the concession agreement for RPTPL.

- The aforementioned security except the pledge, shall rank *pari passu* inter – se amongst the ECB Lenders and the working capital lenders (as defined under the RPTPL ECB Facility), in accordance with the concession agreement, without any preference or priority to one above the other. The pledge shall rank *pari passu* inter – se only amongst the ECB Lenders.

Note 8

- A first ranking charge on all immovable and movable property, both present and future of NSEL.

- A first ranking by way of an assignment by way of security over all of rights, title and interest of NSEL in and to each transaction document as defined in the NSEL ECB Facility.

- A first ranking share pledge, at all times, over not less than 30% of the combined shareholding of SEL, SREI and our Company (only on the condition that SEL, after obtaining all necessary approvals from NHAI and ICICI Banks chooses to invest in NSEL through our Company) in NSEL.

- The aforementioned security shall rank *pari passu* inter – se amongst the ICICI Banks.

Note 9

- A first ranking charge and mortgage over all of immovable and movable properties of MBCPNL, both present and future (other than the site and MBCPNL Project facility).

- A first ranking charge and mortgage over all tangible and intangible assets of MBCPNL including but not limited to its goodwill, undertaking and uncalled capital, both present and future.

- A first ranking charge and mortgage over all fees, revenues and receivables of MBCPNL, both present and future.

- A first ranking charge and mortgage over all of MBCPNL's:

  (i) rights, title and interest under all agreements entered into by it, including each of the MBCPNL Project documents duly acknowledged and consented to where required, by relevant counter – parties to such project documents;

  (ii) rights under each letter of credit/ guarantee or performance bond that may by provided by any party to the MBCPNL Project documents for the benefit of MBCPNL; and

  (iii) rights under all authorizations, clearances, permissions, approvals and consents including but not limited to the clearances (to the extent assignable under the applicable law).

- A first ranking charge and mortgage over all of MBCPNL's accounts (including but not limited to accounts and permitted investments) and each of the other accounts required to be created by MBCPNL under any transaction agreements, including, without limitation, the trust and retention account agreement, including in each case, all monies lying credited/ deposited into such accounts.

- A first ranking charge and mortgage over all insurance contracts entered into by MBCPNL including but not limited to the insurance contracts, all rights and receivables thereunder.

- Subject to applicable law, a pledge, at all times, over not less than 30% of equity shares of MBCPNL held by the combined shareholding of SEL, our Company and any other person permitted to become a sponsor under the sponsor support and equity contribution agreement.

- The aforementioned security shall rank *pari passu* inter – se amongst the Lenders without any preference or priority to one above the other.

Note 10

- A first ranking mortgage and charge on all of immovable properties of SUTPL, both present and future, excluding SUTPL Project assets.

- A first charge on all of tangible movable assets of SUTPL, including movable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other movable assets, both present and future, excluding SUTPL Project assets.

- A first charge over all accounts of SUTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the SUTPL Facility and the supplementary escrow agreement or any other SUTPL Project document and all funds from time to time deposited therein, receivables, permitted investments or other securities, subject to certain conditions.

- A first charge on all intangible assets of SUTPL including but not limited to goodwill, rights, undertakings and uncalled capital, both present and future, excluding SUTPL Project assets.

- An assignment by way of security in

  (i) all the right, title, interest, benefits, claims and demands whatsoever of SUTPL in the SUTPL Project documents;

  (ii) the right, title and interest of SUTPL in and under all clearances;

(iii) all the right, title, interest, benefit, claims and demands of SUTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the SUTPL Project documents; and

(iv) all the right, title, interest, benefits and claims and demands of SUTPL under all insurance contracts.

- A first ranking pledge over the pledged shares being up to 51% of the issued, paid-up and voting equity share capital of SUTPL, collectively held by SEL and our Company till the final settlement date the enforcement of which shall be subject to the terms of the concession agreement for SUTPL and prior approval of the NHAI as provided therein.

- The aforementioned security shall rank *pari passu* inter – se amongst the secured parties (as defined under the SUTPL CLA), in accordance with the concession agreement, without any preference or priority to one above the other.

Note 11

With respect to the First Ranking Lenders:

- A first ranking *pari passu* mortgage/ charge over all of immovable and movable assets of ARRIL (including but not limited to all current/ non – current assets, goodwill, uncalled capital but excluding ARRIL Project assets) both present and future.

- A first ranking *pari passu* charge over all fees, revenues and receivables (including the book debts, commissions, operating cash flows) of ARRIL from the ARRIL Project or otherwise.

- A first ranking *pari passu* charge over and assignment of;

(i) all the rights, title and interests of ARRIL in respect of all the ARRIL Project documents;

(ii) a first ranking *pari passu* charge over/ assignment of all guarantees/ performance guarantees or bonds, letters of credit that may be provided by any party to ARRIL Project document in favour of ARRIL and clearances to the extent permitted;

(iii) all the right, title interest, approvals, permits, clearances and interests; and

(iv) right, title, interest, benefit and claims of ARRIL in, to or under ARRIL Project documents and clearances;

- Assignment of all of rights, title, interest, benefit and claim of ARRIL under the insurance contracts, insurance policies and insurance proceeds.

- A first ranking *pari passu* charge over all bank accounts of ARRIL including without limitation, the escrow account (or any account in substitution thereof) and the debt service reserve account in all funds from time to time deposited therein and in all permitted investments or other securities representing all amounts credited to the escrow account and the debt service reserve account and any other bank accounts of ARRIL established pursuant to the ARRIL Project documents or otherwise.

- A pledge of 30% of the equity share capital held our Company in the share capital of ARRIL.

- A non – disposal undertaking from SEL and PIPL, undertaking not to dispose off 70% of the equity share capital (in addition to the shares pledged) held by SEL and PIPL in ARRIL during the construction period and thereafter 45% of the equity share capital (in addition to the shares pledged under the share pledge agreement) of ARRIL till 80% of the ARRIL Facility is paid off and thereafter 21% of the equity share capital (in addition to the shares pledged) of ARRIL until the final settlement date.

Note 12

- A first mortgage and charge on all of RHTPL's immovable properties, both present and future, excluding RHTPL Project assets.

- A first charge on all of RHTPL's tangible moveable assets, including moveable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other moveable assets, both present and future, excluding RHTPL Project assets.

- A first charge on RHTPL's receivables and all authorized investments or other securities of RHTPL.

- A first charge over all accounts of RHTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the RHTPL Facility and the supplementary escrow agreement or any other RHTPL Project document and all funds from time to time deposited therein, receivables and all authorized investments or other securities.

  - A first charge on all intangible assets of RHTPL including but not limited to goodwill, rights, undertakings and uncalled capital, present and future, excluding RHTPL Project assets, subject to certain conditions.

  - An assignment by way of security in:

  (i) all the rights, title, interest, benefits, claims and demands whatsoever of RHTPL in the RHTPL Project documents;

  (ii) the right, title and interest of RHTPL in, to and under all government approvals;

  (iii) all the right, title, interest, benefit, claims and demands whatsoever of RHTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the RHTPL Project documents; and

  (iv) all the rights, title, interest, benefits and claims and demands whatsoever of RHTPL under all insurance contracts, subject to certain conditions.

- A pledge of equity shares aggregating to 51% of the paid – up and voting equity share capital of RHTPL for a period up to the final settlement date, the enforcement of which shall be subject to the concession agreement for RHTPL and the prior approval of NHAI as provided therein.

- The aforementioned security shall rank *pari passu* inter – se amongst the LC Lenders, in accordance with the concession agreement, without any preference or priority to one above the other.

Note 13

- A first mortgage and charge on all of BHTPL's immovable properties, both present and future, excluding BHTPL Project assets.

- A first charge on BHTPL's tangible moveable assets including moveable plant and machinery, spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, both present and future, excluding BHTPL Project assets.

- A first charge over all accounts of BHTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the BHTPL Facility and the supplementary escrow agreement or any other BHTPL Project document and all funds from time to time deposited therein, the receivables and all permitted investments or other securities representing all amounts credited thereto, subject to certain conditions.

- A first charge on all intangibles of BHTPL including but not limited to goodwill, rights, undertakings and uncalled capital, present and future, excluding BHTPL Project assets.

- A first charge on assignment by way of security in:

  (i) all the rights, title, interest, benefits, claims and demands whatsoever of BHTPL in the BHTPL Project documents;

  (ii) the right, title and interest of BHTPL in, to and under all clearances;

  (iii) all the right, title, interest, benefit, claims and demands of BHTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the BHTPL Project documents; and

(iv) all the rights, title, interest, benefits and claims and demands of BHTPL under all insurance contracts.

- A pledge of equity shares held collectively by SEL, our Company and MCL and their associates aggregating to 51% of the paid – up and voting equity share capital of BHTPL for a period up to the COD, and immediately thereafter, subject to there being no occurrence or continuation of any event of default or potential event of default at that time, the security trustee shall release out of pledge shares representing 25% of the paid – up and voting equity share capital of BHTPL so as to continue a pledge over shares representing 26% of the paid – up and voting equity share capital of BHTPL, the enforcement of which shall be subject to the concession agreement and the prior approval of the NHAI, as provided therein.

- The aforementioned security except the pledge, shall rank *pari passu* inter – se amongst the Lenders and the working capital lenders (as defined under the BHTPL CLA), in accordance with the concession agreement, without any preference or priority to one above the other. The pledge shall rank *pari passu* inter – se only amongst the Lenders.

Note 14

- A first mortgage and security interest entered on all of BHTPL's immovable properties, both present and future, excluding BHTPL Project assets.

- A first charge and security interest entered on BHTPL's tangible moveable assets including moveable plant and machinery, spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, both present and future, excluding BHTPL Project assets.

- A first charge and security interest entered over all accounts of BHTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the BHTPL ECB Facility and the supplementary escrow agreement or any other BHTPL Project document, the receivables and all permitted investments or other securities, subject to certain conditions.

- A first charge and security interest entered on all intangibles of BHTPL including but not limited to goodwill, rights, undertakings and uncalled capital.

- A first charge and security interest entered on assignment by way of security in:

  (i) all the rights, title, interest, benefits, claims and demands whatsoever of BHTPL in the BHTPL Project documents;

  (ii) the right, title and interest of BHTPL in, to and under all clearances;

  (iii) all the right, title, interest, benefit, claims and demands of BHTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages whatsoever and performance bonds provided by any party to the BHTPL Project documents; and

  (iv) all the rights, title, interest, benefits and claims and demands whatsoever of BHTPL under all insurance contracts.

- A pledge of equity shares held collectively by SEL, our Company and MCL and their associates aggregating to 51% of the paid – up and voting equity share capital of BHTPL for a period up to the COD, and immediately thereafter , subject to there being no occurrence or continuation of any event of default or potential event of default at that time, the security trustee shall release out of pledge shares representing 25% of the paid – up and voting equity share capital of BHTPL so as to continue a pledge over shares representing 26% of the paid – up and voting equity share capital of BHTPL, the enforcement of which shall be subject to the concession agreement and the prior approval of the NHAI, as provided therein.

- The aforementioned security except the pledge, shall rank *pari passu* inter – se amongst the ECB

Lenders and the working capital lenders (as defined under the BHTPL ECB Facility), in accordance with the concession agreement, without any preference or priority to one above the other. The pledge shall rank *pari passu* inter – se only amongst the ECB Lenders.

Note 15

- A first ranking mortgage and charge on all of immovable properties of BRTPL, both present and future, excluding the BRTPL Project assets.

- A first charge on all of tangible movable assets of BRTPL, including movable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other movable assets, both present and future, excluding BRTPL Project assets.

- A first charge over all accounts of BRTPL, including, without limitation, the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the BRTPL Facility and the supplementary escrow agreement or any other BRTPL Project documents and all funds from time to time deposited therein, the receivables and all permitted investments or other securities, subject to certain conditions.

- A first charge on all intangibles of BRTPL including but not limited to goodwill, rights, undertakings and uncalled capital, both present and future, excluding BRTPL Project assets.

- An assignment by way of security in

  (i) all the rights, title, interest, benefits, claims and demands whatsoever of BRTPL in the BRTPL Project documents;

  (ii) the right, title and interest of BRTPL in and under all the clearances;

  (iii) all the right, title, interest, benefit, claims and demands of BRTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the BRTPL Project documents; and

  (iv) all the rights, title, interest, benefits and claims and demands of BRTPL under all insurance contracts, subject to certain conditions.

- A first ranking pledge over the pledged shares collectively held by SEL and our Company in the capital of BRTPL in compliance with requirements of sections 19(2) and 19(3) of the Banking Regulation Act, 1949, till the final settlement date provided, the enforcement of which shall be subject to the concession agreement for BRTPL and the prior approval of the NHAI provided therein.

- The aforementioned security shall rank *pari passu* inter – se amongst the Lenders, in accordance with the concession agreement, without any preference or priority to one above the other.

Note 16

- A first mortgage and charge on all of HYTPL's immovable properties, both present and future, excluding HYTPL Project assets.

- A first charge on all of HYTPL's tangible movable assets, including movable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other movable assets, both present and future, excluding HYTPL Project assets.

- A first charge on HYTPL's receivables.

- A first charge over all accounts of HYTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with the HYTPL Facility and the supplementary escrow agreement or any other HYTPL Project document and all funds from time to time deposited therein including those arising all permitted investments or other securities representing all amounts credited.

- A first charge on all uncalled capital of HYTPL.

- A first charge on assignment by way of security in:

  (i) all the right, title, interest, benefits, claims and demands whatsoever of HYTPL in the HYTPL Project documents;

  (ii) the right, title and interest of HYTPL in and under all clearances; and

  (iii) all the right, title, interest, benefit, claims and demands of HYTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the HYTPL Project documents.

- A equity share pledge of 51% of the paid up and voting share capital of HYTPL held by SEL, our Company and GKC and their associates, the enforcement of which, if resulting in a change in ownership under the concession agreement for HYTPL, shall be subject to the prior approval of the NHAI.

- The aforementioned security shall rank *pari passu* inter – se amongst the Lenders, in accordance with the concession agreement, without any preference or priority to one above the other.

Note 17

- A first mortgage and security interest on all immovable properties of HYTPL, both present and future excluding HYTPL Project assets.

- A first charge and security interest on all the tangible movable assets of HYTPL, including movable plant and machinery, machinery spares, tools and accessories, furnitures, fixtures, vehicles and all other movable assets, both present and future, excluding HYTPL Project assets.

- A first charge over all accounts of HYTPL, including the escrow account and the sub – account (or any account in substitution thereof) that may be opened in accordance with HYTPL ECB Facility and the supplementary escrow agreement or any other project document and all funds from time to time deposited therein including those arising out of realisation of receivables, and all permitted investments or other securities representing all amounts credited.

- A first charge and security interest on uncalled capital of HYTPL, subject to certain conditions under the concession agreement of HYTPL.

- A first charge/ security interest on assignment by way of security in:

  (i) all the right, title, interest, benefits, claims and demands whatsoever of HYTPL in the HYTPL Project documents;

  (ii) the right, title and interest of HYTPL in and under all clearances;

  (iii) all the right, title, interest, benefit, claims and demands of HYTPL in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bonds provided by any party to the HYTPL Project documents.

- A equity share pledge of 51% of the paid up and voting share capital of HYTPL held by SEL, our Company and GKC and their associates up to the final settlement date, the enforcement of which shall be subject to the concession agreement for HYTPL and the prior approval of NHAI, thereby being in compliance with requirements of section 19(2) of the Banking Regulation Act, 1949.

- The aforementioned security shall rank *pari passu* inter – se amongst the ECB Lenders, in accordance with the concession agreement, without any preference or priority to one above the other.

Note 18

- A first ranking *pari passu* charge on all of immovable and movable assets of AJTL, including but not limited to all receivables, both present and future, excluding AJTL Project assets.

- A first ranking *pari passu* charge over all book debts, operating cash flows, toll revenues of whatsoever nature and wherever arising, receivables from the project or otherwise, commissions, present and future, intangibles, goodwill and uncalled capital of AJTL, present and future.

- A pledge of equity shares aggregating to 51% of AJTL held by our Company till the payment of 75% of loan to each Lender and thereafter, pledge 26% of the equity share capital held by our Company, SEL and PBA in AJTL.

- A first ranking *pari passu* charge by way of assignment or creation of charge in favour of the Lenders over:

  (i) all the right, title, interest, benefits, claims and demands whatsoever of AJTL in respect of all AJTL Project documents duly acknowledged and consented by the relevant counter - parties to such AJTL Project documents, all as amended varied or supplemented from time to time;

  (ii) all the right, title, interest, benefits, claims and demands whatsoever of AJTL in all clearances;

  (iii) all the rights, title, interest, benefits, claims and demands whatsoever of AJTL in any letter of credit, guarantee, performance or bond that may be provided by any party to any AJTL Project documents in favour of AJTL; and

  (iv) all insurance contracts or insurance proceeds.

- A first ranking *pari passu* charge/ assignment on all the intangible assets of AJTL (excluding AJTL Project assets) including but not limited to goodwill, rights, undertakings, uncalled capital and intellectual property rights of the project company, both present and future.

- A first ranking *pari passu* charge over all the letter of credit/ escrow account, trust and retention account, debt service reserve account and other reserves and any other bank accounts of AJTL wherever maintained.

Corporate Actions:

Many of our financing arrangements entail various restrictive conditions and covenants restricting certain corporate actions, and we are required to take the prior approval of the lender before carrying out such activities.

For instance, certain corporate actions for which our Company requires the prior written consent of the lenders include:

- Changing the substantial nature of the business of our Company.

- Forming any new subsidiaries or owning equity interest in any other person.

- Effecting any change in the capital structure of our Company.

- Subject to exceptions, contracting, creating, incurring, suffering or becoming liable for the indebtedness of any other person.

- To issue any debentures, raise loans, incur any indebtedness except as permitted by the lenders.

- To provide guarantees, indemnities, shortfall undertakings or similar assurances in respect of indebtedness of any other person, other than guarantees, indemnities or assurances required under the project and financing agreements or trade guarantees given in the ordinary course of business.

- To make capital expenditure or acquire assets.

- To create any security except security interest as permitted by the lenders.

- Redemption of preference share capital (does not include conversion of preference shares into equity shares).

- To take any action pertaining to a merger, consolidation, reorganisation or amalgamation of our

Company.

- If the shareholding of SEL in our Company is to go below 51% of the voting share capital of our Company or if there is a change in control of our company.

- Effecting any change in management in our Company.

- Effecting any change in the name and address of our Company.

- To effect any modification or amendment to the Memorandum of Association and/ or Articles of Association of our Company.

- To agree, authorize or consent to any proposed settlement, resolution, or compromise of any litigation, arbitration or any other dispute to which our Company is a party.

Certain corporate actions for which certain of our Subsidiaries require the prior written consent of the lenders include:

- To effect any change in control, ownership or management in any of its existing subsidiaries.

- To take any action pertaining to a merger, consolidation, reorganisation or amalgamation of any of our Subsidiaries.

- To form a new subsidiary or divesting its stake in any of the Subsidiaries.

- To effect any modification or amendment to the memorandum of association and/ or articles of association of our Subsidiaries.

- To amend, modify or terminate any of the project documents entered into by any of our Subsidiaries.

- To expand, diversify or alter the scope of any existing project undertaken by any of our Subsidiaries or undertaking a new project.

- Change the name and address with respect to any of our Subsidiaries.

- Subject to exceptions, the raising of any equity or preferential share capital by any of our Subsidiaries.

- To revalue the assets pertaining to any of our Subsidiaries, including properties secured at any time during the pendency of a loan.

- To create any security except security interest as may be permitted by the lenders.

- To convey, lease, sell or assign any property or assets.

- To issue any debentures, raise loans, accept deposits from public, change capital structure (including shareholding pattern), make investments, grant loans, or give guarantees on behalf of any person.

- To make any amendments to the project documents or enter into additional project documents.

Details of Terms and Conditions of Term Loans

For details in relation to terms of the loans and securities of assets of our Company, see "Financial Statements" from pages 319 to 322 and pages 399 to 406.

Loans and Advances made by our Company

The details of advances and long term loans involving our Company on an unconsolidated basis as of March 31, 2015 are set out below:

Particulars Long-Term Loan And Advances	₹in Million	Percentage of Interest Charged	Terms of Repayment
Advance against Purchase of Equity Shares			
Advance to PIPL for purchase of equity shares of ARRIL	-	N.A.*	N.A.*
Advance to Sadbhav Engineering Limited for purchase of equity shares of DPTL	163.81	N.A.*	N.A.*
Advance to Sadbhav Engineering Limited for purchase of equity shares of MNEL	104.00	N.A.*	N.A.*
Advance to Sadbhav Engineering Limited for purchase of equity shares of NSEL	0.00	N.A.*	N.A.*
Total	**267.81**		
Sub-Ordinate Debts			
Aurangabad Jalna Toll Way Limited	282.00	Interest free	The sub-ordinate debts are repayable in terms of the provisions of the relevant loan agreements of various SPVs. Typically, the sub-ordinate debts are repayable on the final settlement date as stipulated in the relevant loan agreement. There are certain stipulations prescribed in the loan agreements of the relevant SPVs executed with the respective lenders.
Bhilwara Rajsamand Tollway Private Limited	1,159.60	Interest free	
Bijapur Hungund Tollway Private Limited	843.92	Interest free	
Dhule Palesnar Tollway Limited	1,124.00	11%	
Hyderabad Yadgiri Tollway Private Limited	1,017.23	Interest free	
Maharashtra Border Check Post Network Limited	3,766.13	Interest free	
Nagpur Seoni Express Way Limited	118.29	Interest free	
Rohtak Hissar Tollway Private Limited	969.12	Interest free	
Rohtak Panipat Tollway Private Limited	2,209.06	Interest free	
Shreenathji Udaipur Tollway Private Limited	1,645.57	Interest free	
Total	**13,134.92**		
Security Deposit			
Service Tax Stay Order Deposit	2.50	N.A.	N.A.
Deposit-GVAT	0.01	N.A.	N.A.
Total	**2.51**		
Advance Income Tax			
TDS receivable for the Financial Year 2014-15	57.97	N.A.	N.A.
TDS receivable for the Financial Year 2013-14	85.00	N.A.	N.A.
TDS receivable for the Financial Year 2011-12	0.10	N.A.	N.A.
TDS receivable for the Financial Year 2012-13	-	N.A.	N.A.

Particulars Long-Term Loan And Advances	₹in Million	Percentage of Interest Charged	Terms of Repayment
Provision For Income Tax	(25.31)	N.A.	N.A.
Total	**117.76**		
Tax Credits and Receivables			
MVAT Receivables 2013-14	2.42	N.A.	N.A.
MVAT Receivables 2014-15	2.85	N.A.	N.A.
GVAT Receivables 2014-15	0.10	N.A.	N.A.
Total	**5.37**		
Grand Total	**13,528.37**		

**Terms of the relevant agreements do not indicate the interest rate payable or the terms of repayment, as applicable.*

Commitments of our Company towards Sub-Ordinate Debts and Investment in Equity Shares

The details of commitments of our Company towards sub-ordinate debts and investment in equity shares in various subsidiaries of our Company as of March 31, 2015 are set out below:

Name of the Subsidiary	Cumulative Commitment of Sub-ordinate Debt and Investment in Equity Shares *(₹in Million)*				
	Financial Year ended March 31, 2015	**Financial Year ended March 31, 2014**	**Financial Year ended March 31, 2013**	**Financial Year ended March 31, 2012**	**Financial Year ended March 31, 2011**
MBCPNL	-	-	602.41	1,470.31	1,997.39
AJTL	0.00	0.001	5.58	-	-
NSEL	-	-	-	-	-
RPTPL	0.00	0.00	449.95	1,338.10	1,820.00
HYTPL	-	-	184.80	80.10	420.00
SUTPL	1,261.60	1,537.30	1,537.30	0.37	-
BRTPL	-	344.84	986.05	-	-
RHTPL	-	394.02	-	-	-
BHTPL	-	-	114.17	-	-
SBTPL	-	-	2,276.91	-	-
Total	**1,261.60**	**2,276.161**	**6,157.17**	**2,888.88**	**4,237.39**

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless stated or context requires otherwise, the following discussion and analysis of our financial condition and results of operations should be read in conjunction with, our consolidated Restated Financial Statements as at and for the years ended March 31, 2015, 2014 and 2013, including the schedules, annexures and notes thereto, beginning on page 295 of this Red Herring Prospectus. Our consolidated Restated Financial Statements are based on our consolidated Restated Financial Statements prepared in accordance with Indian GAAP and the Companies Act. Our consolidated Restated Financial Statements prepared in accordance with Indian GAAP and the SEBI Regulations, differs in certain material respects from International Financial Reporting Standards and U.S. GAAP. For purposes of this discussion, references to "Financial Year" is to the 12 month period ended March 31, 2015, 2014 or 2013, as the case may be. The following discussion and analysis contains forward-looking statements that involve risks and uncertainties. For additional information regarding such risks and uncertainties, see the sections "Forward-Looking Statements" and "Risk Factors" beginning on pages 19 and 21 respectively.

Overview

We are one of the leading road BOT companies in India that specialises in the development, operation and maintenance of highways, roads and related projects. (Source: CRISIL Report dated October, 2014 as amended on August 4, 2015) Our Company, a subsidiary of Sadbhav Engineering Limited, was incorporated in 2007 as a developer and operator for highways, road and related projects on a BOT basis. All of our projects are implemented and held through special purpose vehicles, including joint venture entities.

We are pre-qualified on an annual basis to bid either directly or through joint ventures for DBFOT projects, subject to certain eligibility criteria, of project values up to ₹ 26,500.00 million by the NHAI up to December 31, 2015. We are involved in the development, operation and maintenance of national and state highways and roads in several states in India including Maharashtra, Gujarat, Rajasthan, Karnataka, Haryana, Madhya Pradesh and Telangana and border check posts in the state of Maharashtra.

We have a project portfolio consisting of ten BOT projects of which six road projects are fully operational, one is the partially operational border check posts and the remaining three projects are in various stages of development. Nine of the ten BOT projects are toll projects (including user fee for the border check posts in Maharashtra), while the remaining one is an annuity project. Our operational projects cover approximately 1,531.16 lane kms and the projects under development cover approximately 1,061.48 lane kms. In addition, as of May 31, 2015, our Subsidiary MBCPNL completed 13 check posts and is developing 9 more check posts for our MBCPNL Project.

In addition to the above projects, our Company has initiated the process to acquire from SEL, our corporate Promoter, 74.00% of the outstanding equity interest in MBHPL and 39.00% of the outstanding equity interest in DPTL. This restructuring is in accordance with our overall growth strategy to consolidate all BOT road projects to be developed by our Company, in which SEL, our corporate Promoter, has shareholding. Our Company has also agreed to acquire 60.00% of the outstanding equity interest in DPTL from HCC Concessions and HCC. If these acquisitions are completed, our project portfolio will increase to 12 BOT projects, with seven fully operational projects, one partially operational border check posts project and four projects in various stages of development.

We believe we benefit significantly from the experience of and relationships established by SEL, our Corporate Promoter. SEL has an established track record of executing projects with over 25 years of experience in construction activities in the transport, mining and irrigation sectors since its incorporation in 1988.

Significant Factors Affecting Our Results of Operations and Financial Condition

Our results of operations and financial condition have been affected and will continue to be affected by a number of significant factors, including the following:

Competitive Bidding, Terms and Timing of Projects Awarded and the Stage of Completion of Our Projects

Our revenues are derived from our BOT projects and our results of operations and cash flows can fluctuate depending on our ability to successfully bid for projects, the timing of award of projects and the stage of completion of such projects.

After we are pre-qualified to bid for projects, it will still be difficult to predict whether or when we will be awarded (or will be able to acquire) a new project, since most potential projects involve a lengthy and complex bidding and selection process that may be affected by a number of factors, including changes in existing or assumed market conditions, financing arrangements, governmental approvals and environmental matters. While service quality, technical capability and work experience, financial strength, health and safety records as well as reputation and experience are important considerations in decisions made by concessioning authorities, price is a major factor in most bid awards. The ability to win projects is also dependent on our ability to partner and collaborate with other joint venture partners or co-sponsors and maintain a continuing relationship with concessioning authorities such as NHAI, MSRDC and KSHIP. After a project is awarded, completion of our projects on time or at all is subject to various factors, including, our ability to enter into financing arrangements, acquisition of land by the concessioning authorities, performance by our sub-contractors and EPC costs. Moreover, the liability of our EPC contractors is generally capped at the fees payable to such contractors. Accordingly, if we incur any EPC costs or other damages in excess of such capped amount, we would not be able to counter-claim or recover the excess amount from the EPC contractors. Because of the nature of our projects, we sometimes commit resources to projects prior to receiving grants or other payments from the concessioning authorities in amounts sufficient to cover expenditures on projects as they are incurred by us. Thus, default or delay by concessioning authorities in making payments to us, or project delays or cancellation can have an adverse effect on our results of operations and financial condition.

Revenues and O&M Expenses are Dependent on Terms of the Concession Agreements, Local Government Policies and Traffic Flows

Our revenues are a function of traffic volumes and the toll or service fees levied on users of the projects. Toll collection terms for our roads and highways and related BOT projects and service fees for the MBCPNL Project are typically included in the relevant concession agreement, that provide that while the concessioning authority may modify the toll rates, we may not modify such toll rates to reflect prevailing circumstances. Further, policies adopted by state governments may also affect toll collection. For example, the Government of Maharashtra has recently exempted toll collection from light motor vehicles (cars and jeeps) and state operated buses. While the toll rates notified by the concessioning authorities do take into account the effect of inflation, they do not take into account an increase in O&M expenses or other factors. One of our significant expenses is O&M expenses such as periodic maintenance which is required to be performed at specific levels of roughness of our road projects, as specified in the concession agreement. We believe that O&M expenses for our recently completed road BOT projects will be lower as compared to those that have been in operation for a longer term. Periodic maintenance involves the repair of wear and tear of the roads and highways, including overlaying the surface of the roads and highways, if required. For further details on maintenance requirements for each of our projects, see "Business —Our Operating Projects". Therefore, our profitability is largely a function of how effectively we manage costs during the term of our projects.

General Economic Condition and the Condition and Performance of the Road and Infrastructure Industry and Government Policies in India

We derive substantially all of our revenue from our BOT projects in India. Accordingly, we are heavily dependent on sustained economic development in the states that we operate in and government policies relating to infrastructure development. It is also significantly dependent on budgetary allocations made by central and state Governments for this sector as well as funding provided by financial institutions for road and other BOT projects. Investment by the private sector in road and other BOT projects is dependent on the potential returns from such projects and is therefore linked to Government policies relating to private sector participation and sharing of risks and returns from such projects. We believe that the central and state Governments' focus on, and sustained increases in budgetary allocation for, infrastructure, and the development of comprehensive infrastructure policies that encourage greater private sector participation and funding for infrastructure projects from financial institutions, should result in several road and other infrastructure projects being awarded in India. Since we intend to continue to focus on the roads, highway and related projects, macroeconomic factors in India relating to this sector will have a significant impact on our prospects and results of operations. As demand for new roads is driven by increases in agriculture and manufacturing, any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could adversely impact our business and financial performance.

Our business is highly dependent on projects awarded by Government entities. Any adverse change in the policies adopted by the central and state Governments regarding award of its projects (including their continuation of the BOT model) or our existing relationship with the central and state Governments could adversely affect our ability to win such projects.

Interest Rate and Exchange Rate Fluctuations

As our business is capital intensive, we are exposed to interest rate risks. Our projects are funded to a large extent by debt and any increase in interest expense may have an adverse effect on our results of operations and financial condition. As of March 31, 2015, our total principal amount of indebtedness (net of ₹ 851.58 million of receivables from the derivative settlement of foreign currency loans) was ₹ 63,418.40 million and our total interest cost (capitalized and expensed amounts) was ₹ 6,193.63 million for the financial year 2015, and almost all our indebtedness entailed variable interest rates. However, our total revenues for the financial year 2015 were ₹ 5,280.49 million. In view of the high debt to equity ratios for our projects, an increase in interest expense is likely to have a significant adverse effect on our results of operations. However, we selectively engage in interest rate and foreign exchange hedging transactions from time to time in order to protect us against such risks.

Tax Benefits and Incentives

We are eligible for certain tax benefits and incentives that accord favourable treatment to revenues earned from our projects and entitle us to certain deductions under Section 80(IA) of the IT Act. For details of the tax benefits available to us, see "Statement of Tax Benefits" beginning on page 173. While most of our concession agreements contain provisions to compensate us or adjust the terms of the concession for changes in tax and other laws that affect our profitability from the relevant project, in the future, changes in the existing tax benefits and incentives may affect our results of operations and cash flows.

Competition

We face significant competition for the award of projects from a large number of infrastructure and road development companies who also operate in the same regional markets as us. Further, some of our competitors are larger than us, have stronger financial resources or a more experienced management team, or have stronger engineering capabilities in executing technically complex projects. Competition from other infrastructure and road development companies may adversely affect our ability to successfully bid for projects at price levels which would generate desired returns for us.

Our Significant Accounting Policies

The principles of consolidation and the significant accounting policies followed by us in the preparation of our financial statements are set out below:

Use of Estimates

The preparation of financial statements in conformity with Indian GAAP requires our management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period. Although these estimates are based on our management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

Accounting for Rights under Concession Agreements

Recognition and Measurement

We build infrastructure assets under public-to-private concession agreements which we operate and maintain for periods specified in the concession agreements.

Under the concession agreements, where we have received the right to charge users of the public service, such rights are recognised and classified as intangible assets. The right to charge is not an unconditional right to receive consideration because the amounts are contingent to the extent that the public uses the service and thus are recognised and classified as intangible assets. An intangible asset is recognised by us at cost (which is the fair value of the consideration received or receivable for the construction services delivered) and is capitalised when the project is complete in all respects and when we receive the completion certificate from the authority as specified in the concession agreement and in case of the MBCPNL Project, each check post is capitalized when we receive the completion certificate from the authority.

Under the concession agreements, where we have acquired contractual rights to receive specified determinable amounts, such rights are recognised and classified as right for annuity fees under intangible assets, even though payments are contingent on us ensuring that the infrastructure meets the specified quality or efficiency requirements.

Consideration for various services, such as construction or upgrade services, operation and maintenance services, overlay services) under the concession agreements is allocated on the basis of costs actually incurred or the estimates of cost of services to be delivered.

Premium Capitalisation

We have a contractual obligation to pay premium or concession fees to the concessioning authority over the concession period. Such obligation is recognised upfront on an undiscounted basis when the project is completed in accordance with the concession agreements as intangible assets – toll collection right and corresponding obligation for committed premium is recognised as liabilities.

Contractual Obligation to Restore the Infrastructure to a Specified Level of Serviceability

We have contractual obligations to maintain the road or infrastructure to a specified level of serviceability or restore the road or infrastructure to a specified condition before it is handed over to the grantor of the concession agreements. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of intangible assets, the timing and amount of such cost are estimated and determined by estimated cash flows, expected to be incurred in the year of overlay. Such costs are recognised by charging it to revenue on the basis of units of usage method such as on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on management estimates.

Revenue Recognition

Toll or Infrastructure Service Income: The revenue is recognised in the period of collection which generally coincides as and when the traffic passes through toll – plazas or the usage of the public services. Revenue from operating and maintenance services and from overlay services is recognised in the period in which such services are rendered.

Contractual Income: Contract revenue and costs associated with project related activities is recognised as by reference to the stage of completion of the projects at the reporting date. The stage of completion of a project is determined by the proportion that the contract cost incurred for work performed up to the reporting date bears to the estimated total contract costs. Any short revenue recognised in accordance with the stage of completion of the project, in comparison to the amounts billed to the clients in accordance with the milestones completed as per the respective project, is carried forward as unbilled revenue. An expected loss on construction contract is recognised as an expense immediately when it is certain that total contract costs will exceed the total contract revenue. Price escalation and other claims and variation in the contract work are included in contract revenue only when it is probable that customer will accept the claim and the amount that is probable will be accepted by the customer can be measured reliably.

Borrowing Cost

In respect of an intangible asset, borrowing costs attributable to the construction of roads or infrastructure are capitalised up to the date of the final completion certificate of the asset or facility received from the authority for its intended use specified in the concession agreement. All borrowing costs subsequent to the date of final completion certificate of the asset or facility as specified in the concession agreement are charged to the statement of profit and loss in the period in which such costs are incurred.

Amortisation of Intangible Assets

The intangible rights which are recognised in the form of right to charge users of the infrastructure asset are amortised by taking a proportion of the actual revenue earned for the year or period over total projected revenue from project to cost of intangible assets i.e., proportion of actual revenue earned for the year or period over total projected revenue from the intangible assets expected to be earned over the balance concession period as estimated by our management.

Total projected revenue shall be reviewed at the end of the each financial year and the total projected revenue shall be adjusted to reflect any changes in the estimates which lead to the actual collection at the end of the concession period.

Fixed Assets

Tangible Assets

Tangible fixed assets acquired by us are stated at cost less accumulated depreciation and impairment losses, if any. Direct cost comprises of all expenditure of capital in nature attributable to bringing the tangible asset to working condition for its intended use and incidental expenses including interest relating to acquisition, until fixed assets are ready to be put to use.

Depreciation and Amortisation

Up to March 31, 2014, the depreciation on tangible assets is provided using the written down value method at rates prescribed under Schedule XIV to the Companies Act, 1956 and with effect from April 1, 2014, the depreciation is provided based on useful life prescribed under Schedule II of the Companies Act, 2013. In respect of fixed assets purchased during the period, depreciation is provided on a pro-rata basis from the date on which such asset is ready to be put to use. All categories of assets costing less than ₹ 5,000.00 each are fully depreciated in the year of purchase.

In case of AJTL, ARRIL, RPTPL and HYTPL, depreciation on tangible fixed assets are amortised on straight line basis, from the date on which such asset is ready for use till the end of concession period.

Goodwill comprises the portion of the purchase price for an acquisition that exceeds our share in the identifiable assets, with deduction for liabilities, calculated on the date of acquisition. The company has acquired shares of SPVs which operate projects and that have finite project life as per the concession agreements. Thus, goodwill arising on consolidation is amortised on straight line basis, beginning from the date of acquisition of subsidiaries or jointly controlled entities or commencement of commercial operations by subsidiaries or jointly controlled entities, whichever is later, till the end of the concession period.

Expenditure during Construction Period, Pending Allocation

Expenditure directly relating to construction activity is capitalised. Indirect expenditure incurred during the construction period is capitalised as part of the indirect construction cost to the extent to which the expenditure is indirectly related to construction or is incidental thereto. Income earned during construction period is deducted from the total of the indirect expenditure. Other indirect expenditure (including borrowing costs) incurred during the construction period which is not related to the construction activity nor is incidental thereto, is charged to statement of profit and loss.

Impairment of Assets

At each reporting date, we assess whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, we estimate the asset's recoverable amount. An asset's (including goodwill) recoverable amount is the higher of an asset's net selling price and its value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

Our impairment tests of investments are based on value in use. We use expected future cash flow from projects, which generally covers period of the concession agreement using long term growth rate applied to future cash flows.

After impairment, depreciation or amortisation is provided on the revised carrying amount of the asset over its remaining useful life.

Revenue Recognition other than from Concession Agreement

Income is recognised to the extent that it is probable that the economic benefits will flow to us and the revenue can be reliably measured. The following are specific recognition criteria must also be met before income is recognised:

Income from sale of services: Revenue in respect of arrangements made for rendering services over specific contractual term is recognised on a straight line basis over the contractual term of the arrangement. In respect of arrangements, which provide for an upfront payment followed by additional payments as certain conditions are met (milestone payments) the amount of revenue recognised is based on the services delivered in the period as stated in the contract. In respect of arrangements where fees for services rendered are success based, revenue is recognised only when the factors on which the fee is based, actually occurs.

Dividend: Income is recognised when the shareholders' right to receive payment is established by the reporting date.

Interest: Interest income is recognised on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head "other income" in the statement of profit and loss.

Foreign Currency Transactions

Initial Recognition: Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

Conversion: Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items, which are measured in terms of historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction.

Exchange Difference: We account for exchange differences arising on translation or settlement of foreign currency monetary items as below:

- Exchange differences arising on long-term foreign currency monetary items related to acquisition of a fixed asset are capitalised and depreciated over the remaining useful life of the asset.
- Exchange differences arising on other long-term foreign currency monetary items are accumulated in the foreign currency monetary item translation difference account and amortised over the remaining life of the concerned monetary item;
- All other exchange differences are recognised as income or as expenses in the period in which they arise.

Forward exchange contracts entered into to hedge foreign currency risk of an existing asset or liability: The premium or discount arising at the inception of forward exchange contract is amortised and recognised as an expense or income over the life of the contract. Exchange differences on such contracts, except the contracts which are long-term foreign currency monetary items, are recognised in the statement of profit and loss in the period in which the exchange rates change. Any profit or loss arising on cancellation or renewal of such forward exchange contract is also recognised as income or as expense for the period. Any gain or loss arising on forward contracts which are long-term foreign currency monetary items is recognised in accordance with the exchange difference policy provided above.

Government Grant

Government grants are recognised only when it is reasonably certain that the related entity will comply with the conditions and ultimate collection is not in doubt. Grants received from Government, in the nature of promoters' contribution, are treated as capital reserve. Grants received as compensation for expenses or losses are taken to the consolidated statement of profit and loss and are accounted in the period to which they relates.

Investments

Investments, which are readily realisable and intended to be held for not more than one year from the date on which such investments are made, are classified as current investments. All other investments are classified as long-term investments.

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties. Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost.

However, provision for diminution in value is made to recognise a decline other than temporary in the value of the investments. On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

Employee Benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when an employee renders the related services. We have no obligation, other than the contribution payable to the provident fund.

We operate one defined benefit plan for our employees, which is gratuity liability. The costs of providing benefits under this plan are determined on the basis of actuarial valuation at each year-end. Actuarial valuation is carried out using the projected unit credit method made at the end of each reporting date. Actuarial gains and losses for the defined benefit plans are recognised in full in the period in which they occur in the statement of profit and loss.

Compensated absences which accrue to employees and which is expected to be utilised or encashed within the next 12 months from reporting date, is treated as short-term employee benefit. We measure the expected cost of such absences as the additional amount that we expect to pay as a result of the unused entitlement that has accumulated at the reporting date. As per our policy, no leave are expected to be carried forward beyond 12 months from the reporting date.

Leases

Where we are the lessee: Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognised as an expense in the consolidated statement of profit and loss on a straight-line basis over the lease term.

Taxes on Income

Tax expense comprises current and deferred tax. Current income tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-Tax Act, 1961 enacted in India. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

Deferred income taxes reflect the impact of timing differences between taxable income and accounting income originating during the current year and reversal of timing differences for the earlier years. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

Deferred tax liabilities are recognised for all taxable timing differences. Deferred tax assets are recognised for deductible timing differences only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realised. In situations where we have unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognised only if there is virtual certainty supported by convincing evidence that they can be realised against future taxable profits.

The carrying amount of deferred tax assets are reviewed at each reporting date. We write down the carrying amount of a deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realised. Any such write down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

Minimum alternate tax ("MAT") paid in a year is charged to the consolidating entity's statement of profit and loss as current tax. We recognise MAT credit available as an asset only to the extent that there is convincing evidence that we will pay normal income tax during the specified period, such as the period for which MAT credit is allowed to be carried forward. In the year in which we recognise MAT credit as an asset in accordance with the Guidance Note on 'Accounting for Credit Available in respect of Minimum Alternative Tax' under the IT Act, such asset is created by way of credit to the statement of profit and loss and shown as MAT credit entitlement. We review the MAT credit entitlement asset at each reporting date and write down the asset to the extent we do not have convincing evidence that we will pay normal tax during the specified period.

Borrowing Costs

Borrowing cost includes interest and amortisation of ancillary costs incurred in connection with the arrangement of borrowings, premium payable on redemption and discount on issue of debentures.

Borrowing costs directly attributable to the acquisition, construction or development of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the respective asset. All other borrowing costs are expensed in the period they occur.

Segment Reporting

Identification of segments

Our operating businesses are organised and managed separately according to the nature of services provided, with each segment representing a strategic business unit that offers different services, a risk return profile of an individual business unit, an organisational structure and internal reporting system of a company. The analysis of geographical segments is not required as our operations are within a single geographical segment, India.

Allocation of common costs

Common allocable costs are allocated to each segment according to the relative contribution of each segment to the total common costs.

Unallocated items

Unallocated items include general corporate income and expense items, which are not allocated to any business segment. Assets and liabilities (including investments made in infrastructure projects through special purpose vehicles) that cannot be allocated between the segments are shown as a part of unallocated corporate assets and liabilities respectively.

Segment Policies

We prepare our segment information in conformity with the accounting policies adopted for preparing and presenting our financial statements as a whole.

Provisions, Contingent Liabilities and Contingent Assets

A provision is recognised when we have a present obligation as a result of past event; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

Contingent liabilities are not recognised but are disclosed in the notes. Contingent assets are neither recognised nor disclosed in the financial statements.

Contractual obligations to periodically maintain project asset as per the terms of the concession agreement are provided for in accordance with Accounting Standard 29 "Provisions, Contingent Liabilities and Contingent Assets", i.e., at the best estimate of the expenditure required to settle the present obligation at the balance sheet date.

Derivative Contracts

We use derivative financial instruments, such as derivative option contract, interest rate swap contracts to take advantage of lower interest rate of foreign currency loan and hedge the foreign exchange fluctuation. In accordance with the ICAI announcement, derivative contracts, other than foreign currency forward contracts covered under AS 11, are marked to market on a portfolio basis, and the net loss, if any, after considering the offsetting effect of gain on the underlying hedged item, is charged to the consolidated statement of profit and loss. Net gain, if any, after considering the offsetting effect of loss on the underlying hedged item, is ignored. In respect of derivative contracts, premiums paid, gains or losses on settlement and provision for losses for cash flow hedges are recognised in the consolidated statement of profit and loss.

Cash and Cash Equivalent

Cash and cash equivalents for the purpose of cash flow statement comprise cash at bank (including demand deposits) and in hand and short term investments with an original maturity of three months or less.

Our Results of Operations

The following table sets out select financial data from our consolidated restated statements of profit and loss for the financial years 2015, 2014 and 2013, the components of which are also expressed as a percentage of total revenue for such periods:

	Year Ended March 31,					
	2015		**2014**		**2013**	
	(₹ in million)	*(%)*	*(₹ in million)*	*(%)*	*(₹ in million)*	*(%)*
Revenue:						
Revenue from Operations	5,002.99	94.7	3,710.71	94.5	2,872.15	91.1
Other Income	277.50	5.3	215.89	5.5	282.10	8.9
Total Revenue	**5,280.49**	**100.0**	**3,926.60**	**100.0**	**3,154.25**	**100.0**
Expenses:						
Operating Expenses	1,413.80	26.8	885.20	22.5	970.94	30.8
Employee Benefits Expense	243.00	4.6	163.52	4.2	102.84	3.3
Other Expenses	257.90	4.9	246.15	6.3	102.56	3.3
Finance Costs	5,259.15	99.6	3,552.44	90.5	1,951.76	61.9
Depreciation and Amortisation	1,406.10	26.6	915.01	23.3	498.95	15.8
Profit / (Loss) Before Tax	**(3,299.46)**	**(62.5)**	**(1,835.72)**	**(46.8)**	**(472.80)**	**(15.0)**
Tax Expense						
Current Tax	-	-	121.74	3.1	50.36	1.6
Deferred Tax – Charge / (Credit)	0.22	-	(0.08)	-	(0.05)	-
Total Tax Expense	**0.22**	**-**	**121.66**	**3.1**	**50.31**	**1.6**
Profit / (Loss) after tax for the period / year and before share	**(3,299.68)**	**(62.5)**	**(1,957.38)**	**(49.8)**	**(523.11)**	**(16.6)**

	Year Ended March 31,					
	2015		2014		2013	
	(₹ in million)	*(%)*	*(₹ in million)*	*(%)*	*(₹ in million)*	*(%)*
of losses of minority interest and associates						
Add Share of (Profit) / Loss attributable to Minority Interest	284.07	5.4	398.01	10.1	133.55	4.2
Less Share of Profit / (Loss) from Associate Company	-	-	-	-	(67.09)	(2.1)
Net Profit / (Loss) for the Period / Year	**(3,015.61)**	**(57.1)**	**(1,559.37)**	**(39.7)**	**(456.66)**	**(14.5)**

Principal Components of our Statement of Profit and Loss

Total Revenue. Our total revenue consists of our revenue from operations and other income.

Revenue from Operations. Our revenue from operations includes revenue derived from toll collection, annuity income, user fees, contractual income, project operation, management and advisory services and advertising income. Our revenue from operations as a percentage of our total revenue was 94.7%, 94.5% and 91.1% for the financial years 2015, 2014 and 2013, respectively.

Other Income. Our other income primarily comprises interest income, profit on the sale of mutual fund units, dividend income and sundry balances written back, among others. Our other income as a percentage of our total revenue was 5.3%, 5.5% and 8.9% for the financial years 2015, 2014 and 2013, respectively.

Operating Expenses. Our operating expenses include EPC contract expenses, O&M expenses, periodic major maintenance charges, power and fuel costs, security expenses and other operating expenses. Our operating expenses as a percentage of our total revenue was 26.8%, 22.5% and 30.8% for the financial years 2015, 2014 and 2013, respectively. EPC contract expenses are attributable to the development of a project, hence vary from time to time. However, as the age of toll roads increases, there is an increase in O&M and periodic major maintenance expenses as more maintenance is required due to usual wear and tear.

Employee Benefits Expenses. Our employee benefits expenses include salaries, wages and bonus paid to employees, contribution towards provident fund as well as gratuity and staff welfare expenses. Our employee benefit expenses as a percentage of our total revenue was 4.6%, 4.2% and 3.3% for the financial years 2015, 2014 and 2013, respectively.

Other Expenses. Our other expenses include several costs such as rent, insurance, rates and taxes, repairs and maintenance, legal and professional fees, communication expenses, travelling expenses, write-offs of trade receivables, interest receivables and assets under construction and miscellaneous expenses. Our other expenses as a percentage of our total revenue was 4.9%, 6.3% and 3.3% for the financial years 2015, 2014 and 2013, respectively.

Finance Costs. Our finance costs include interest expenses on loans from banks and other institutions, other interest expenses and borrowing costs. During the development of a project, the finance costs attributable to such project are capitalized, and from the commencement of collection of tolls, annuity or user fees from such project, the finance costs attributable to such project are expensed. Our finance costs (that were charged to our statement of profit and loss) as a percentage of our total revenue was 99.6%, 90.5% and 61.9% for the financial years 2015, 2014 and 2013, respectively. Our finance costs that were charged to our statement of profit and loss were ₹ 5,259.15 million, ₹ 3,552.44 million and ₹ 1,951.76 million for the financial years 2015, 2014 and 2013, respectively. Our finance costs that were capitalised were ₹ 1,298.77 million, ₹ 1,601.83 million and ₹ 1,996.32 million for the financial years 2015, 2014 and 2013, respectively. Our finance costs are the most material contributor to our total expenses.

Depreciation and Amortisation. Our depreciation and amortisation expenses include amortisation of toll collection rights and depreciation of tangible assets such as plant and equipment, buildings, vehicles, land, furniture, hoardings, fixtures, computers and office equipment. Our depreciation and amortisation expenses as a percentage of our total revenue was 26.6%, 23.3% and 15.8% of our total revenue for the financial years 2015, 2014 and 2013, respectively.

Our Business Segments

We operate our business in three business segment:

- BOT, relating to toll operations (from our road BOT projects) and user fees (from our MBCPNL Project);
- contractual income, from our EPC contracts and O&M and supervision services; and
- project operation, management and advisory services.

For each of the periods presented below, a substantial majority of our revenue from operations and segment results (presented before interest and tax expenses) is from our BOT segment.

Segments	Year Ended March 31,		
	2015	2014	2013
	(₹ in million)		
Revenue from Operations			
BOT (Toll Operation and User Fees)	4,772.52	3,193.38	1,989.43
Contractual Income	229.27	241.13	881.52
Project Operations, Management and Advisory Services	1.20	276.20	1.20
Total Revenue from Operations	**5,002.99**	**3,710.71**	**2,872.15**
Segment Results			
BOT (Toll Operation and User Fees)	1,822.39	1,150.11	1,055.19
Contractual Income	(141.22)	89.48	140.47
Project Operations, Management and Advisory Services	1.02	261.25	1.20
Total Segment Results	**1,682.19**	**1,500.84**	**1,196.86**

Contributions from our Operating Subsidiaries

The following table provides selective financial information of our operating Subsidiaries, which has been derived from the audited (not restated) financial statements of the respective Subsidiaries, which have not been included in this Red Herring Prospectus:

	MBCPNL*	RPTPL	BHTPL	ARRIL	AJTL	HYTPL	NSEL#
	(₹ in million)						
As of and for the year ended March 31, 2015							
Revenue from operations	837.08	851.74	1,043.51	854.05	353.43	448.75	383.96
Net profit / (loss)	(598.42)	(898.65)	(446.31)	(260.21)	(246.08)	(174.51)	(155.67)
Total outstanding debt	14,308.19	12,511.57	9,439.08	3,579.38	2,453.20	5,187.81	2,624.27
Equity held by the Company	77.82%**	99.99%	76.99%	93.99%@	99.99%	99.99%	69.99%

* *MBCPNL has been consolidated as a subsidiary for the periods presented as a result of control of the Board of Directors during such periods.*

** *Our Company acquired 50.82% of MBCPNL during the financial year 2015.*

@ *Our Company acquired 0.01% of ARRIL during the financial year 2015.*

^ *Our Company acquired 40.00% of HYTPL during the financial year 2015.*

\# *NSEL has been consolidated as a subsidiary for the periods presented pursuant to the share purchase agreement dated September 22, 2010 between our Company and SEL, pending certain share transfer formalities due to non-release of pledge of NSEL shares held by SEL. Our Company acquired 20.99% of NSEL during the financial year 2015 and 30.0% of NSEL on August 12, 2015.*

Our Results of Operations

Financial Year 2015 Compared to Financial Year 2014

Total Revenue. Our total revenue increased by 34.5% to ₹ 5,280.49 million for the financial year 2015 from ₹ 3,926.60 million for the financial year 2014, primarily due to increase in revenue from toll collection from the RPTPL Project and an increase in user fees collected for the MBCPNL Project.

Revenue from Operations. Our revenue from operations increased by 34.8% to ₹ 5,002.99 million for the financial year 2015 from ₹ 3,710.71 million for the financial year 2014, primarily due to an increase in revenue from toll collection and annuity to ₹ 3,918.74 million for the financial year 2015 from ₹ 2,910.40 million for the financial year 2014, receipt of user fees to ₹ 816.10 million for the financial year 2015 from ₹ 268.99 million for the financial year 2014, partially offset by a decrease in contractual income to ₹ 229.27 million for the financial year 2015 from ₹ 241.13 million for the financial year 2014 and project operations, management and advisory services to ₹ 1.20 million for the financial year 2015 from ₹ 276.20 million for the financial year 2014. The increase in revenue from toll collection and user fees was primarily due to full year toll collection for the RPTPL and MBCPNL Projects and additional user fees collected at three newly completed check posts of the MBCPNL Project. Project operations, management and advisory services decreased in the financial year 2015 because the Company had no new projects during the financial year.

Other Income. Our other income increased by 28.5% to ₹ 277.50 million for the financial year 2015 from ₹ 215.89 million for the financial year 2014, primarily due to an increase in interest income from unsecured loans to related parties and others to ₹ 50.06 million for the financial year 2015 from ₹ 27.59 million for the financial year 2014. Interest income on unsecured loans to related parties and others increased for the financial year 2015 because of these additional loans provided.

Operating Expenses. Our operating expenses increased by 59.7% to ₹ 1,413.80 million for the financial year 2015 from ₹ 885.20 million for the financial year 2014, primarily as a result of an increase in periodic major maintenance cost to ₹ 546.41 million for the financial year 2015 from ₹ 217.07 million for the financial year 2014, an increase in O&M charges to sub-contractors to ₹ 268.15 million for the financial year 2015 from ₹ 74.71 million for the financial year 2014, partially offset by a decrease in construction contract charges to sub - contractors to ₹ 370.48 million for the financial year 2015 from ₹ 445.43 million for the financial year 2014.

Employee Benefits Expense. Our employee benefits expense increased by 48.6% to ₹ 243.00 million for the financial year 2015 from ₹ 163.52 million for the financial year 2014, primarily as a result of an increase in salaries, wages and bonuses to ₹ 210.80 million for the financial year 2015 from ₹ 146.69 million for the financial year 2014, primarily due to an increase in the number of employees. Our number of employees increased to 1,319 as of March 31, 2015 from 978 as of March 31, 2014.

Other Expenses. Our other expenses increased by 4.8% to ₹ 257.90 million for the financial year 2015 from ₹ 246.15 million for the financial year 2014, primarily as a result of an increase in legal and professional fees to ₹ 117.57 million for the financial year 2015 from ₹ 87.67 million for the financial year 2014, rates and taxes to ₹ 36.85 million for the financial year 2015 from ₹ 7.12 million for the financial year 2014 and miscellaneous expenses to ₹ 40.42 million for the financial year 2015 from ₹ 28.94 million for the financial year 2014, partially offset by there being no amounts written off in respect of assets under construction, as compared to a write off of ₹ 82.01 million of assets for the financial year 2014 due to the termination of the project managed by SBTPL.

Finance Costs. Our finance costs (that were charged to our profit and loss statement) increased by 48.0% to ₹ 5,259.15 million for the financial year 2015 from ₹ 3,552.44 million for the financial year 2014, primarily as a result of an increase in interest expenses on loans from banks and others by 47.5% to ₹ 4,920.70 million for the financial year 2015 from ₹ 3,336.16 million for the financial year 2014, premium on redemption of NCDs of ₹

106.60 million, an increase in amortization of option premium, discount on issue of debentures and other ancillary costs to ₹ 154.42 million for the financial year 2015 from ₹ 70.13 million for the financial year 2014, partially offset by a decrease in bank charges, upfront fees and other finance costs to ₹ 51.80 million for the financial year 2015 from ₹ 145.28 million for the financial year 2014. The increase in finance costs was primarily as a result of full year operation of the RPTPL Project and completion of new check posts of the MBCPNL Project during the year.

Depreciation and Amortisation Expenses. Our depreciation and amortisation expenses increased by 53.7% to ₹ 1,406.10 million for the financial year 2015 from ₹ 915.01 million for the financial year 2014, primarily due to full year operation of the RPTPL Project and completion of new check posts of the MBCPNL Project during the year.

Tax Expense. On account of net losses for the financial year 2015, we had no current tax expense during the financial year 2015 and had a deferred tax charge of ₹ 0.22 million for the financial year 2015 as compared to a total tax expense of ₹ 121.66 million for the financial year 2014.

Financial Year 2014 Compared to Financial Year 2013

Total Revenue. Our total revenue increased by 24.5% to ₹ 3,926.60 million for the financial year 2014 from ₹ 3,154.25 million for the financial year 2013, primarily due to an increase in revenue from operations.

Revenue from Operations. Our revenue from operations increased by 29.2% to ₹ 3,710.71 million for the financial year 2014 from ₹ 2,872.15 million for the financial year 2013, primarily due to an increase in revenue from toll collection and annuity to ₹ 2,910.40 million for the financial year 2014 from ₹ 1,976.19 million for the financial year 2013, receipt of user fees to ₹ 268.99 million for the financial year 2014 from nil for the financial year 2013 and project operations, management and advisory services to ₹ 276.20 million for the financial year 2014 from ₹ 1.20 million for the financial year 2013, partially offset by a decrease in contractual income to ₹ 241.13 million for the financial year 2014 from ₹ 881.52 million for the financial year 2013. The increase in revenue from toll collection was due to the commencement of collection of user fees from the MBCPNL Project and tolls from the RPTPL Project and the recognition of a full financial year of collection of tolls from the BHTPL Project and HYTPL Project for the financial year 2014 as compared to partial financial year of collection of tolls from BHTPL Project and HYTPL Project for the financial year 2013. The addition of annuity income of ₹ 383.96 million during the financial year 2014 was because of consolidation of NSEL as subsidiary from April 2, 2013. The contractual income is due to the EPC work for MBCPNL Project as a result of our Company being the EPC contractor. The MBCPNL Project received PCoD in eight check posts during the financial year 2014, in addition to PCoD for three check posts during the financial year 2013, due to which there was a reduction in contractual income in the financial year 2014 as compared to the financial year 2013. Project operation, management and advisory services increased in the financial year 2014 because of providing project development and financial advisory services in connection with the completion of financial closure of SUTPL, BRTPL and RHTPL Projects.

Other Income. Our other income decreased by 23.5% to ₹ 215.89 million for the financial year 2014 from ₹ 282.10 million for the financial year 2013, primarily due to a decrease in interest income from unsecured loans to related parties and others to ₹ 27.59 million for the financial year 2014 from ₹ 104.56 million for the financial year 2013. Interest income on unsecured loans to related parties and others decreased for the financial year 2014 because interest income attributable to NSEL was eliminated for the financial year 2014 from other income.

Operating Expenses. Our operating expenses decreased by 8.8% to ₹ 885.20 million for the financial year 2014 from ₹ 970.94 million for the financial year 2013, primarily as a result of a decrease in construction contract charges to sub - contractors to ₹ 445.43 million for the financial year 2014 from ₹ 741.05 million for the financial year 2013, partially offset by an increase in O&M charges to sub-contractors and periodic major maintenance cost to ₹ 291.78 million for the financial year 2014 from ₹ 173.43 million for the financial year 2013 primarily due to periodic maintenance work in the ARRIL Project, and the commencement of operations of the partially operational MBCPNL Project and the RPTPL Project. The MBCPNL Project incurred operating expenses without the corresponding user fee revenue for a portion of the financial year 2014 because of the delay in commencement of collection of user fees subsequent to achieving PCoD for check posts. The EPC contract expenses reduced for the financial year 2014 as compared to the financial year 2013 because of lower EPC execution.

Employee Benefits Expense. Our employee benefits expense increased by 59.0% to ₹ 163.52 million for the financial year 2014 from ₹ 102.84 million for the financial year 2013, primarily as a result of an increase in salaries, wages and bonuses to ₹ 146.69 million for the financial year 2014 from ₹ 95.05 million for the financial year 2013, primarily due to an increase in the number of employees due to the commencement of operations of the RPTPL Project and the partially operational MBCPNL Project. Our number of employees increased to 978 as of March 31, 2014 from 907 as of March 31, 2013.

Other Expenses. Our other expenses increased to ₹ 246.15 million for the financial year 2014 from ₹ 102.56 million for the financial year 2013, primarily as a result of ₹ 82.01 million of assets under construction having been written off for the financial year 2014 due to the termination of the project managed by SBTPL and an increase in legal and profession fees to ₹ 87.67 million for the financial year 2014 from ₹ 45.90 million for the financial year 2013.

Finance Costs. Our finance costs (that were charged to our profit and loss statement) increased by 82.0% to ₹ 3,552.44 million for the financial year 2014 from ₹ 1,951.76 million for the financial year 2013, primarily as a result of an increase in interest expenses on loans from banks and others by 78.5% to ₹ 3,336.16 million for the financial year 2014 from ₹ 1,869.04 million in financial year 2013, an increase in bank charges, upfront fees and other finance costs to ₹ 145.28 million for the financial year 2014 from ₹ 50.06 million for the financial year 2013 and an increase in amortization of option premium, discount on issue of debentures and other ancillary costs to ₹ 70.13 million for the financial year 2014 from ₹ 31.04 million for the financial year 2013. The increase in finance costs was as a result of the increase in average total principal amount of indebtedness outstanding. In addition, the MBCPNL Project and the RPTPL Project began collection of tolls during the financial year 2014. As such, the finance costs from such projects started to be expensed in the financial year 2014, which lead to the increase in finance costs. Moreover, as a result of NSEL being consolidated as a subsidiary, the finance costs attributable to the indebtedness of NSEL were also consolidated, which led to an increase in finance costs.

Depreciation and Amortisation Expenses. Our depreciation and amortisation expenses increased by 83.4% to ₹ 915.01 million for the financial year 2014 from ₹ 498.95 million for the financial year 2013, primarily due to the commencement of depreciation of toll collection rights of the MBCPNL Project and the RPTPL Project, the recognition of depreciation of toll collection rights of the BHTPL Project and the HYTPL Project for a full financial year, and the consolidation of NSEL as a subsidiary.

Tax Expense. Our tax expense was primarily attributable to net profit from ARRIL and AJTL for the financial year 2014, and totaled ₹ 121.66 million for the financial year 2014 as compared to ₹ 50.31 million for the financial year 2013.

Financial Condition, Liquidity and Capital Resources

We operate in a capital intensive industry and our principal liquidity requirements have been to finance our working capital needs and our capital expenditures. Our business requires high levels of financing to develop, operate and maintain our projects. To fund these costs, we have historically relied on sales of equity and debt securities, short term and long term borrowings, including working capital financing, loans from related parties and others and cash generated from operating activities.

Our short-term liquidity requirements relate to servicing our debt, operating and maintaining our projects and financing working capital requirements. Our long-term liquidity requirements include construction of projects under development, financing equity contributions in Project companies and repayment of long-term debt under our facilities.

Our cash and cash equivalents as of March 31, 2015 were ₹ 1,674.55 million.

Cash Flows

Our cash and cash equivalents have changed from period to period as a result of the growth of our business and operations and the nature of our business, particularly the incurrence of finance costs and operating expenses.

The table below summarises our cash flows for the financial years 2015, 2014 and 2013:

	For the Year Ended March 31,		
	2015	2014	2013
	(₹ in million)		
Net cash generated from operating activities	3,564.17	3,246.09	1,338.57
Net cash (used in) investing activities	(12,055.13)	(9,392.74)	(9,040.40)
Net cash generated from financing activities	9,647.16	6,147.83	6,982.11
Net increase / (decrease) in cash and cash equivalents	**1,156.20**	**1.18**	**(719.72)**

Operating Activities

Net cash generated from operating activities was ₹ 3,564.17 million for the financial year 2015 and consisted of loss before tax of ₹ 3,299.46 million, as adjusted primarily for finance costs of ₹ 5,259.15 million, and depreciation and amortisation of ₹ 1,406.10 million.

Net cash generated from operating activities was ₹ 3,246.09 million for the financial year 2014 and consisted of loss before tax of ₹ 1,835.72 million, as adjusted primarily for finance costs of ₹ 3,552.44 million, and depreciation and amortisation of ₹ 915.01 million.

Net cash generated from operating activities was ₹ 1,338.57 million for the financial year 2013 and consisted of loss before tax of ₹ 472.80 million, as adjusted primarily for finance costs of ₹ 1,951.76 million, depreciation and amortisation of ₹ 498.95 million, interest income of ₹ 232.34 million and increase in other assets of ₹ 357.73 million.

Investing Activities

Net cash used in investing activities was ₹ 12,055.13 million for the financial year 2015, primarily consisting of purchase of fixed assets (including work in progress) as a result of projects completed or under development of ₹ 11,269.02 million and payments towards the acquisition of the outstanding equity interest in HYTPL, SUTPL, BRTPL, RHTPL, ARRIL and MBCPNL of ₹ 1,517.31 million, partially offset by net proceeds from sale of mutual funds of ₹ 1,061.36 million.

Net cash used in investing activities was ₹ 9,392.74 million for the financial year 2014, primarily consisting of purchase of fixed assets (including work in progress) as a result of projects completed or under development of ₹ 8,865.45 million and net purchases of mutual funds of ₹ 904.93 million. The cash used in investing activities was utilized primarily for the construction of SUTPL, BRTPL, RPTPL and MBCPNL Projects.

Net cash used in investing activities was ₹ 9,040.40 million for the financial year 2013, primarily consisting of purchase of fixed assets (including work in progress) as a result of projects completed or under development of ₹ 9,186.41 million. The cash used in investing activities was utilized primarily for the construction of HYTPL, RPTPL and MBCPNL Projects.

Financing Activities

Net cash generated from financing activities was ₹ 9,647.16 million for the financial year 2015. Net cash generated from financing activities primarily consisted of proceeds from long-term borrowings of ₹ 12,866.60 million and proceeds from short-term borrowings of ₹ 6,391.35 million, partially offset by finance costs of ₹ 5,490.88 million and the repayment of short-term borrowings of ₹ 4,641.97 million.

Net cash generated from financing activities was ₹ 6,147.83 million for the financial year 2014. Net cash generated from financing activities primarily consisted of proceeds from long-term borrowings of ₹ 8,447.66 million and proceeds from short-term borrowings of ₹ 4,766.31 million, partially offset by finance costs of ₹ 4,895.35 million and the repayment of short-term borrowings of ₹ 2,151.12 million.

Net cash generated from financing activities was ₹ 6,982.11 million for the financial year 2013. Net cash generated from financing activities primarily consisted of proceeds from long-term borrowings of ₹ 8,510.85

million and proceeds from securities premium on the issuance of share capital of ₹ 1,231.65 million, partially offset by finance costs of ₹ 3,865.95 million.

Indebtedness

As of March 31, 2015, our consolidated indebtedness was ₹ 63,418.40 million, as set out below:

	As of March 31, 2015
	(₹ in million)
Short-term Borrowings	
Secured:	-
Unsecured:	
Loans from Related Parties	4,664.11
Interest free loan - Others	213.00
Working Capital Demand Loan from Bank	100.00
Total Short-Term Borrowings	**4,977.11**
Long-Term Borrowings	
Secured:	
2,000 Redeemable, Non Convertible Debentures of ₹ 1,000,000 each, plus accrued amount of premium on redemption	2,025.38
1,600, 9% Redeemable Non Convertible Debentures of ₹ 1,000,000 each, plus accrued amount of premium on redemption	1,616.69
1,405,405 6% Redeemable Non Convertible Debentures of ₹ 1,000 each, plus accrued amount of premium on redemption	1,469.93
Term Loans from Banks (Rupee denominated)	42,593.37
Foreign Currency Term Loans from Banks less amount receivable from derivative settlement of foreign currency loans	7,708.61
Term Loans from Other Parties	2,247.75
Unsecured:	
Interest Free Loan from SEL	779.56
Total Long-Term Borrowings	**58,441.29**
Total	63,418.40*

* Includes current maturities on long-term borrowings of ₹ 1,379.47 million

See "Financial Indebtedness" for a description of terms of our indebtedness.

Non-compliance with covenants in financing agreements

Our Company and certain of our Subsidiaries may not be in compliance with specific financial and other covenants, which constitute events of default under the respective financing agreements and also trigger cross default provisions under certain financing agreements of our Company and other Subsidiaries. In addition, defaults under the financing agreements of SEL, our corporate Promoter, and its subsidiaries, and our Promoter, Mr. Vishnubhai Patel and group companies would trigger cross-default and cross-acceleration provisions in certain of the financing agreements of our Company and certain of our Subsidiaries.

Such non-compliances and cross defaults, include the following:

- Our Company was not in compliance with the following covenants under its financing agreements:
  - DSCR for Financial Years 2015 and 2014 under the ICICI Facility;
  - covenant under the GDA Facility, pursuant to which it was not permitted to incur any loss on a standalone basis. Our Company incurred a net loss for the Financial Year 2015;
  - providing notice of board and shareholders' meeting after the occurrence of an event of default to the

lender's agent and security trustee, routing of cash inflows through designated accounts, incurring additional debt, creation of security interests over property, revenue or assets of the Company, material breach in performance of covenant, conditions and agreement, providing notice to lenders and security trustee in case of event of default or potential event of default, granting of loans and advances under the ICICI Facility; and

    - rating of lenders facilities by a credit rating agency and routing all banking business through the lender pro-rata to the lender's exposure in the aggregate credit facilities from the banking system under the KMB sanction letter.

- HYTPL was not in compliance with the DSCR for the Financial Years 2015 and 2014, and certain information covenants provided in the HYTPL Facility for previous years. Further, the defaults under the HYTPL Facility also triggered a cross-default under the HYTPL ECB Facility. Similarly, the defaults under the HYTPL ECB Facility also triggered a cross-default under the HYTPL Facility;

- BHTPL was not in compliance with the DSCR provided in the BHTPL Facility for the Financial Years 2015 and 2014. The defaults under the BHTPL Facility also triggered a cross-default under the BHTPL ECB Facility. The non-compliance with the DSCR provision under the BHTPL ECB Facility was remedied in relation to the Financial Year 2014 by amendment of the DSCR provision. Similarly, the other defaults under the BHTPL ECB Facility also triggered a cross-default under the BHTPL Facility;

- RPTPL was not in compliance with DE ratio under the RPTPL Facility and the DSCR and the DE ratio under the RPTPL ECB Facility. The defaults under the RPTPL Facility also triggered a cross-default under the RPTPL ECB Facility. Similarly, the defaults under the RPTPL ECB Facility also triggered a cross-default under the RPTPL Facility.

- AJTL, BRTPL and SUTPL were not in compliance with certain information covenants, including, provision of reports to the lenders, notice to shareholders and conducting shareholders meetings under its financing agreements.

- ARRIL and AJTL were not in compliance with the DSCR provided in the relevant financing agreements for Financial Year 2015.

- MBCPNL was not in compliance with the DSCR provided in its financing agreement for Financial Year 2015.

- Each of the above-mentioned non-compliances also triggered cross-defaults in the ICICI Facility and the GDA Facility. Further, the non-compliances and the cross default in the ICICI Facility and the GDA Facility also triggered cross-defaults in the IDBI Facility, BRTPL Facility and the SUTPL Facility. The cross-default under the IDBI Facility had also trigged a cross default under the GDA Facility and ICICI Facility.

- In addition to the above, certain non-compliances by SEL, our corporate Promoter (which is also listed as a sponsor/guarantor in the financing agreements of our Company, RHTPL, BRTPL and SUTPL) also triggered a cross-default in the ICICI Facility, GDA Facility, RHTPL Facility, the BRTPL Facility and the SUTPL Facility. Further, certain non-compliances by our Company (which is also listed as a sponsor/guarantor in the financing agreements of RHTPL, BRTPL and SUTPL) had also triggered a cross-default in the ICICI Facility and GDA Facility, RHTPL Facility, BRTPL Facility and the SUTPL Facility. Further, the cross-defaults in the RHTPL Facility, the BRTPL Facility and the SUTPL Facility had also triggered a cross-default in the ICICI Facility and the GDA Facility.

For details see "Risk Factors – Internal Risk Factors – We are subject to restrictive covenants under our financing agreements that could limit our flexibility in managing our business or to use cash or other assets. Moreover, our Company and certain of our Subsidiaries are currently not in compliance with specific obligations under their financing agreements, which have also triggered cross defaults under certain financing agreements of our Company and other Subsidiaries. Such current and any future defaults could lead to acceleration of our repayment obligations, termination of one or more of our financing agreements and concession agreements or force us to sell our assets, which may adversely affect our cash flows, business, results of operations and financial condition." from pages 21 to 24.

Historical Capital Expenditures

Our Purchase of Fixed Assets (including work in progress) for the financial years 2015, 2014 and 2013 were ₹ 11,269.02 million, ₹ 8,865.45 million and ₹ 9,186.41 million, respectively. See "– Cash Flows – Investing Activities".

Premium Obligations to NHAI

Our premium obligations to NHAI as at March 31, 2015 and 2014 as recorded in the books were ₹ 22,329.07 million and ₹ 22,414.02 million respectively.

Contingent Liabilities

Our contingent liabilities as per Accounting Standard 29 as of March 31, 2015 are set our below:

Particulars	**As of March 31, 2015**
	(₹ in million)
Claims against the Company not acknowledged as debts Service Tax	43.48
Income tax matters	141.04

Related Party Transactions

Our Company has engaged in a number of related party transactions with SEL, our corporate Promoter. These transactions primarily relate to procurement of EPC services and borrowings from SEL. See "Related Party Transactions" on page 292.

Off-Balance Sheet Commitments and Contractual Arrangements

Derivative Instruments

In conducting our business, we use several derivative instruments to manage the risks arising from fluctuations in interest and exchange rates. Such instruments are used for risk management purposes only. The nominal amounts of derivative contracts entered into by us and outstanding as of March 31, 2015 was US$ 34.01 million for interest rate swaps and options and US$ 106.46 million for currency options. We do not hold or issue derivative financial instruments for trading or speculative purposes and all the derivatives entered into by us are to mitigate or offset the risks that arise from our normal business activities only.

There are no other off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, revenues or expenses, liquidity, capital expenditures or capital resources that we believe are material.

Contractual Commitments

As of March 31, 2015, we had contractual obligations of the following amounts:

Contractual Obligations (net of advances)	**As of March 31, 2015**	**Less than one year**	**Between one to three years**	**Between three to five years**	**More than five Years**
	(₹ in million)				
Total Indebtedness	63,418.40	7,135.49	6,315.42	15,335.25	45,422.43
Contractual Commitments					
Sub Contract Commitments	949.40	759.52	189.88	-	-
Premium Payable to Concessioning Authorities by SUTPL	216.00	108.00	-	-	-
On Capital Account (Net of Advances)	11,087.72	10,107.55	980.17	-	-

Contractual Obligations (net of advances)	As of March 31, 2015	Less than one year	Between one to three years	Between three to five years	More than five Years
	(₹ in million)				
Total	77,711.82	18,110.56	7,485.47	15,335.25	45,422.43

Quantitative and Qualitative Disclosures about Market Risk

Market risk is the risk of loss related to adverse changes in market prices, including interest rates and foreign exchange rates of financial instruments. We believe that our principal market risks are interest rate risk, foreign exchange risk, inflation risk and commodity price risk.

Interest Rate Risk

Our exposure to interest rate risks primarily relates to our debt. Fluctuations in interest rates could negatively affect the amount of interest payable by us under our debt obligations and could make it more difficult for us to procure new debt on attractive terms. Our Rupee-denominated and US Dollar-denominated indebtedness, which bears interest at floating rates linked with prime lending, G-Sec benchmark rate or base rates of the respective lenders, as determined from time to time, totalled ₹ 49,953.12 million and US$ 136.77 million, respectively, as of March 31, 2015.

Foreign exchange risk

While our revenues are currently denominated in Rupees, as of March 31, 2015, we have outstanding US$ 136.77 million in principal amount of foreign currency borrowings. The value of the Rupee against the U.S. Dollar and other currencies may fluctuate and is affected by, among other things, changes in India's political and economic conditions. The Indian Rupee has, between March 31, 2014 and March 31, 2015, depreciated against the U.S. Dollar by 4.1%. Accordingly, any adverse movement of the Rupee against the U.S. Dollar will increase the Rupee cost to us. If we are unable to recover the costs of foreign exchange variations, depreciation of the Rupee against the U.S. Dollar may adversely affect our results of operations and financial condition.

Impact of Inflation

Although India has experienced an increase in inflation rates, inflation has not had a material impact on our business and results of operations.

Commodity Price Risk

As an infrastructure developer, we are exposed to the risk that prices for construction materials used to build our roads will increase. These materials are global commodities and their prices are cyclical in nature and fluctuate in accordance with global market conditions.

Qualifications in Auditor's Report

For the financial years 2014 and 2013, no internal audits were carried out and accordingly, the auditors were unable to comment on the internal audit system. See "Risk Factors - As indicated in the examination report of our auditors relating to our restated financial statements, the Companies (Auditors Report) Order, 2003, an annexure to the auditor reports to the audited unconsolidated financial statements contains qualification that there were no internal audits carried out of our Company for the financial years 2014, 2013, 2012 and 2011 and that there were certain delays in payment of statutory dues and unpaid disputed dues. Further, the audit report also includes certain emphasis of matter paragraphs." For details of the other qualifications and emphasis of matter see "Summary of Financial Information" from pages 77 to 81.

For the financial year 2015, disputed income tax dues outstanding for prior financial years was ₹ 130.61 million and our accumulated losses are more than fifty percent of our net worth.

For the financial years 2015, 2014 and 2013, undisputed statutory dues including provident fund, income tax, sales tax, service tax, cess and other material statutory dues were generally regularly deposited with the appropriate authorities though there had been a slight delay in a few cases.

For the financial years 2015, 2014 and 2013, disputed service tax outstanding for prior financial years was ₹ 40.98 million, ₹ 40.98 million and ₹ 43.48 million, respectively.

For the financial year 2014, ₹ 2,980.68 million raised on short term basis in the form of unsecured loan from related party were used for investment in equity shares and sub-ordinate debts to its subsidiaries and associate as promoter's contributions.

For details of qualifications prior to financial year 2013 and steps taken by our Company to address the qualifications, see "Summary of Financial Information" on page 80.

Significant developments occurring after March 31, 2015

To our knowledge, except as disclosed in this Red Herring Prospectus, no circumstances have arisen since March 31, 2015 which materially and adversely affect or are likely to affect, our operations or profitability, or the value of our assets or our ability to pay our material liabilities within the next 12 months.

Unusual or infrequent events or transactions

To our knowledge, except as disclosed in this Red Herring Prospectus, there have been no transactions or events which, in our judgment, would be considered unusual or infrequent.

Known trends or uncertainties

Our business has been affected and we expect that it will continue to be affected by the trends identified above in "– Significant Factors Affecting Our Results of Operations and Financial Condition" and the uncertainties described in the section "Risk Factors" beginning on page 21. To our knowledge, except as disclosed in this Red Herring Prospectus, there are no known factors which we expect to have a material adverse effect on our income.

Future relationship between cost and revenue

Other than as described in the section "Risk Factors" and this section, there are no known factors that might affect the future relationship between cost and revenue.

Seasonality of Business

Severe weather conditions and seasonality may affect traffic trends and usage of our Projects. Further, our operations may be adversely affected by difficult working conditions during the summer months and during monsoon season that restrict the ability to carry on EPC and O&M activities. As a result of periods of curtailed activity due to adverse weather conditions, we may face delay in development or O&M of our Projects.

Competitive Conditions

We expect competition in our industry from existing and potential competitors to intensify. For details, refer to the discussions of our competition in the sections "Risk Factors" and "Business" on pages 51 and 52 and page 233, respectively.

Increase in Income

Increases in our income are due to the factors described above in "– Significant Factors Affecting Our Results of Operations and Financial Condition" on page 494 to 496 and the section "Risk Factors" beginning on page 21.

New Products or Business Segments

We have not announced and do not expect to announce in the near future any new products or business segments.

SECTION VI: LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

Except as stated in this section, (i) there are no winding up petitions, outstanding litigations, suits, criminal or civil prosecutions, statutory or legal proceedings including those for economic offences, tax liabilities, show cause notices or legal notices pending against our Company or against any other company whose outcome could have a materially adverse effect on the business, operations, cash flows or financial position of our Company, and (ii) there are no defaults including non-payment or overdue of statutory dues, overdues to banks or financial institutions, defaults against banks or financial institutions or rollover or rescheduling of loans or any other liability, defaults in dues payable to holders of any debenture, bonds and fixed deposits or arrears on cumulative preference shares issued by our Company, defaults in creation of full security as per the terms of issue/other liabilities, proceedings initiated for economic, civil or any other offences (including past cases where penalties may or may not have been awarded and irrespective of whether they are specified under paragraph (1) of Part I of Schedule XIII of the Companies Act, 1956 and under paragraph (a) of Part I of Schedule V of the Companies Act, 2013) other than unclaimed liabilities of our Company except as stated below, and (iii) no disciplinary action has been taken by SEBI or any stock exchange against our Company, Directors or Promoters.

Further, as except disclosed in this section, our Board of Directors do not consider any other outstanding litigation or past penalties involving our Company, Subsidiaries, Promoter, Group Companies and Directors as material as of the date of this Draft Red Herring Prospectus. Our Board of Directors considers dues owed by our Company to the small scale undertakings and other creditors exceeding ₹ 0.1 million as material dues for our Company. This materiality threshold has been approved by our Board of Directors pursuant to the circular resolution passed on August 17, 2015.

I. Litigation involving our Company

Litigation filed against our Company

Civil Proceedings

1. MCL, Kanubhai Patel and Mrunal Patel (the "Petitioners") filed a company petition before the Company Law Board, Regional Bench, Bombay (the "Company Law Board") against our Company, SEL, BHTPL, Vishnubhai M. Patel and others (the "Respondents") under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956 alleging certain irregularities in relation to corporate and other matters pertaining to BHTPL including, *inter alia*, acts of oppression and mismanagement of affairs of BHTPL by the Respondents, non-involvement of the nominee director of MCL in the day to day affairs of BHTPL, awarding of EPC contract to SEL and siphoning of an amount to the tune of ₹ 2,000 million through the EPC contract, and payment of fees to our Company through service, rent and O&M agreements. The Petitioners have sought certain reliefs in relation to the aforesaid allegations including, *inter alia,* declaration that memorandum of understanding dated July 9, 2010 entered between MCL, BHTPL, SEL and our Company is non-binding, certain amount paid by BHTPL to SEL in accordance with the terms of the EPC contract to be refunded, services agreement dated March 1, 2010 entered into by BHTPL with our Company to be quashed and amount paid under the services agreement to be refunded along with interest and permitting the petitioners along with chartered accountants / consultants / advocates as representative of the Petitioners to inspect the books of accounts and other books and papers of BHTPL. The Company Law Board passed an interim order (the "Interim Order") allowing the Petitioners to send a representative (Deloitte) to take inspection of the books of accounts and other books and papers of BHTPL and directed BHTPL to give sufficient notice to the Petitioners of its board meetings.

   Prior to passing of the aforesaid order, our Company and SEL had also issued a notice to MCL invoking arbitration clause under paragraph 36 of the shareholders agreement dated July 9, 2010 (the "SHA") which was disputed by MCL. In this regard, our Company had filed a civil application before the Company Law Board under Section 8 of the Arbitration and Conciliation Act, 1996 (the Arbitration Act) (the "Arbitration Application").

   Being aggrieved by the Interim Order, our Company and SEL preferred an appeal before the

Gujarat High Court against the order of the Company Law Board. The Gujarat High Court was of the opinion that neither any reasons had been assigned by the Company Law Board while granting the Interim Order nor had the Arbitration Application been examined by the Company Law Board and accordingly, the Gujarat High Court set aside the order passed by the Company Law Board and remanded the matter back to the Company Law Board with a direction to decide the Arbitration Application and pass an order after deciding the Arbitration Application.

The Company Law Board dismissed the Arbitration Application on certain grounds including *inter alia* that the issues alleged by the Petitioners did not fall in the domain of the arbitral tribunal, subject matter of the arbitration agreement under paragraph 36 of the SHA were distinct and the aforesaid petition and the fact that BHTPL was not a party to the arbitration agreement under paragraph 36 of the SHA.

The Company Law Board also granted certain ad-interim reliefs sought by the Petitioners including that (i) the nominee director of MCL was required to be served with seven days advance notice in respect of the board meetings of BHTPL and notices of other meetings was required to be served under applicable law; (ii) the nominee director of MCL was required to be allowed to participate in the meetings and any comments / objections was required to be recorded and circulated with minutes within 3 days; (iii) BHTPL was restrained from entering into any arrangement with any person including other respondents without prior approval of the Company Law Board; (iv) MCL, through its nominee directors along with chartered accountant and a company secretary, were permitted to inspect books of accounts and statutory records of BHTPL subject to certain conditions; and (v) Petitioners with the help of experts were allowed to install necessary system to monitor toll plazas/project site online.

The Respondents filed a special civil application (the “SCA”) before the Gujarat High Court challenging the aforesaid order of the Company Law Board. The Gujarat High Court passed an order granting interim reliefs to the Respondents including *inter alia* restraining the Company Law Board from proceeding further with the company petition till final disposal of the SCA filed by the Respondents.

Subsequently, the Petitioners filed a civil application in relation to the SCA seeking modification of the aforesaid order of the Gujarat High Court. The Gujarat High Court clarified that the Petitioners were at liberty to approach the Company Law Board for enforcing the interim order passed by the Company Law Board granting certain ad-interim reliefs sought by the Petitioners.

In relation to the SCA, the Gujarat High Court upheld the order of the Company Law Board, vacated the interim order and dismissed the SCA. The Gujarat High Court, however, directed the Company Law Board not to proceed with the petition for four weeks from the date of the order. Our Company has filed a letters patent appeal before the Gujarat High Court against the Company Law Board and others for quashing and setting aside of the order passed by the single bench of the Gujarat High Court dismissing the SCA and for allowing the Arbitration Application. The division bench of the Gujarat High Court has stayed further proceedings before the Company Law Board and continued the interim arrangement. The Gujarat High Court has admitted the letters patent appeal and has continued the ad interim relief granted earlier.

Subsequently, the Petitioners filed an application in relation to the SCA, before the Gujarat High Court seeking interim reliefs for, among other things, restraining the directors of our Company from requiring the Shareholders to infuse further funds by way of equity towards maintenance of DSRA. The Petitioners also alleged that pursuant to the inspection by Deloitte, various irregularities including potential over estimation of project cost by ₹ 2,915.00 million. The Gujarat High Court held that any decision that shall be taken will be subject to the result of appeal. Thereafter, as BHTPL was prohibited from entering into any arrangement or agreement with any person without the prior approval of the Gujarat High Court, BHTPL filed a civil application, in relation to the SCA, seeking for, among other things, permission to execute a rupee term loan agreement with HDFC Bank in order to meet the shortfall in the debt service reserve account required to be maintained under the financing agreements. The matter is currently pending.

Indirect tax proceedings

The Directorate General of Central Excise Intelligence issued a show cause notice to our Company, in relation to the amount that our Company had availed of as CENVAT credit aggregating to ₹ 21.74 million for certain services categorised as input services as the same were not used in providing management consultancy services and works contract service (the "Alleged Grounds"). The Office of the Commissioner of Service Tax, Ahmedabad, through its order, upheld the recovery demand raised through the SCN and imposed penalty along with interest on our Company (the "Service Tax Order"). Our Company preferred an appeal along with an application of stay against the Service Tax Order and waiver of pre – deposit of service tax till disposal of appeal before the CESTAT. The CESTAT, through its interim order, granted a stay on the recovery of amounts and penalties pending the disposal of the appeal subject to our Company depositing an amount of ₹ 2.5 million within a period of eight weeks from the date of the order and reporting compliance to the CESTAT by December 12, 2013. Our Company has deposited an amount of ₹ 2.5 million. The aggregate amount involved is ₹ 43.48 million. The matter is currently pending.

Notices

The ACIT, Central Circle 1(1), Ahmedabad, issued a notice to our Company under Section 142(1) of the IT Act to furnish information in relation to the assessment year 2013-14 within time stipulated in the notice. However, our Company could not submit the required information. Subsequently, the ACIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to our Company seeking reasons for not imposing a penalty under Section 271(1)(b) of the IT Act due to failure of our Company to furnish information as required under the notice. The DCIT, Central Circle 1(1) has passed an order of ₹ 0.11 million. The matter is currently pending.

Past Penalties

Company has paid certain penalties in the past which relates to amongst other things, penalties in relation to delayed filing of certain forms required to be filed under the Companies Act, with the Registrar of Companies aggregating up to ₹ 91,100 and penalties paid to the Department of Sales Tax under the Maharashtra Value Added Tax Act, 2002 aggregating to ₹ 35,000.

Small scale undertakings and sundry creditors

The Board of our Company considers dues exceeding ₹ 0.1 million to small scale undertakings and other creditors as material dues for our Company. Our Company does not owe any small scale undertakings any amounts exceeding ₹ 0.1 million as of the date of this Red Herring Prospectus.

Our Company, in its ordinary course of business, has certain amounts aggregating ₹ 0.1 million or more which are due towards other creditors. Our Company owes an aggregate amount of ₹ 208.57 million towards 32 other creditors. There are no disputes with such entities in relation to payments to be made to them. The details pertaining to amounts due towards such creditors are available on the website of our Company at the following link: http://www.sadbhavinfra.co.in/en/business.html. The details in relation to other creditors and amount payable to each creditor available on the website of our Company do not form a part of this Red Herring Prospectus.

Statutory Dues

As of the date of this Red Herring Prospectus, there have been no (i) instances of non-payment or defaults in payment of statutory dues by our Company, (ii) overdues to companies or financial institutions by our Company, (iii) defaults against companies or financial institutions by our Company. Further, as of the date of this Red Herring Prospectus, there have been no contingent liabilities not paid for, except for (i) the income tax matters against our Subsidiaries and (ii) the show cause notice issued by the Directorate General of Central Excise Intelligence in relation to the amount that our Company availed of as CENVAT credit. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Indirect Tax Proceedings" on page 516 and "Financial Statements" beginning on page 295.

II. *Litigation involving our Subsidiaries*

A. AJTL

Litigation filed against AJTL

Civil proceedings

Vishnu Dongare and others (the "Petitioners") filed a writ petition before the Bombay High Court, Aurangabad bench against Sadbhav-Prakash Joint Venture ("Sadbhav-Prakash JV") and others seeking a declaration that the erection of toll plazas at Nagewadi (km 56/400), Jalna and Ladgaon, Aurangabad (km 21/400) (collectively, the "AJTL Toll Plazas") is illegal, arbitrary and violative of Article 14 of the Constitution of India. The Petitioners sought directions from the Bombay High Court for (i) cancellation or shifting of the AJTL Toll Plazas; (ii) issuance of necessary orders permitting erection of only one toll plaza on the Aurangabad-Jalna Road; and (iii) taking disciplinary action against the officer responsible for, *inter alia,* issuance of provisional work completion certificate prior to completion of 98% of work, as required under the concession agreement. The Petitioners also sought injunction for restraining Sadbhav-Prakash JV from collecting any toll at the AJTL Toll Plazas until the entire work was completed (the "Toll Dispute").

Subsequently, the Government, through its letter, directed the Chief Engineer (PWD) (the "Chief Engineer"), Aurangabad to stop the toll recovery. Sadbhav-Prakash JV filed a writ petition before the Bombay High Court challenging *inter alia* the stoppage of toll recovery. The Bombay High Court proceeded to hear both the petitions for admission stage and interim order. The Bombay High Court, through its order, permitted Sadbhav-Prakash JV to resume toll collection subject to certain conditions and directed that an escrow account be opened and the amount of collection of toll be deposited in such escrow account at specified intervals. Pursuant to a subsequent order passed by the Bombay High Court, permitted continuation of escrow account till March 31, 2014 and the parties were left to avail the remedies under the contract and the petition filed by Sabhav-Prakash JV was disposed off.

Sadbhav-Prakash JV filed an arbitration petition before the District Court, Aurangabad against the Chief Engineer and Executive Engineer, World Bank Project Division, for interim relief in relation to the restoration of the regular account and withdrawal of amounts received from toll collection from the escrow account. The District Court, Aurangabad partly allowed the petition and permitted Sadbhav-Prakash JV to withdraw the amount deposited in the escrow account in a prescribed manner, subject to certain conditions (the "Arbitration Order"). The Chief Engineer, through its letter, declared that the work as mentioned in the Arbitration Order was completed and necessary action for the same was to be undertaken. Subsequently, the Chief Engineer through its letter, requested the bank to transfer the amount in the escrow amount to the regular account for the period from November 15, 2014 to February 25, 2015. The Public Works Department, Mantralaya, Mumbai issued a letter to the Chief Engineer directing the Chief Engineer to adhere to the terms and conditions of the Arbitration Order. The Chief Engineer has intimated the Additional Engineer, PWD, Aurangabad that the GoI through its letter has approved closure of escrow account and deposit of toll collection in regular account subject to fulfilment of the conditions: (i) maintenance to be carried out regularly as specified in the maintenance manual and (ii) the Executive Engineer to submit detailed report to Chief Engineer in relation to satisfactory completion of maintenance on quarterly basis. In the event of failure in compliance in these conditions, the Chief Engineer will send recommendations to the GoI to re-open escrow account. The Toll Dispute is currently pending.

Direct tax proceedings

1. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to AJTL along with a demand notice for nil amount in relation to the assessment year 2008-09. AJTL had, in its original returns, shown its total income as approximately ₹4.62 million. Subsequently, it filed revised returns showing nil income. Pursuant to the aforesaid assessment order, the ACIT, Central Circle – 1(1), Ahmedabad treated the income earned in the form of interest on mobilization advances as income from other sources and added approximately ₹ 4.6 million to the total income. AJTL preferred an appeal before the CIT (Appeals) – I (the "CIT Appeals") against the aforesaid assessment order. Subsequently, the CIT Appeals, through its order, disposed off the appeal against AJTL. AJTL has preferred an appeal before the ITAT. The

amount involved in the matter is ₹ 1.43 million. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to AJTL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income or inaccurate particulars being furnished for assessment year 2008-09. AJTL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to AJTL along with a demand notice of ₹ 1.43 million (the "Penalty Order"). Subsequently, AJTL preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The amount involved in the matter is ₹ 1.43 million. The matter is currently pending.

3. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to AJTL along with a demand notice setting out the refundable amount as ₹0.17 million in relation to the assessment year 2009-10. AJTL had in its original returns shown its total income as approximately ₹ 8.97 million. Subsequently, it filed revised returns showing nil income. Pursuant to the said assessment order, the ACIT, Central Circle – 1(1), Ahmedabad treated the income earned in the form of interest on mobilization advances as income from other sources and added ₹ 8.97 million to the total income. AJTL preferred an appeal before the CIT Appeals against the said assessment order. Subsequently, the CIT Appeals, through its order, dismissed the appeal. AJTL has preferred an appeal before the ITAT. The amount involved in the matter is ₹ 2.77 million. The matter is currently pending.

4. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to AJTL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2009-10. AJTL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to AJTL along with a demand notice of ₹ 2.77 million (the "Penalty Order"). Subsequently, AJTL preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The amount involved in the matter is ₹ 2.77 million. The matter is currently pending.

Past penalties

AJTL has paid penalty of ₹ 1.27 million to the Employees Provident Fund Organisation in relation to the dues payable from August 2009 to March 2011 in respect of employees provident fund under section 7A of the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

Litigation filed by AJTL

Claims before the concessioning authority

M/s Sadbhav- Prakash JV has filed a claim with the Chief Engineer in relation to additional works to be undertaken for the AJTL Project. M/s Sadbhav- Prakash JV had submitted a bid for the AJTL Project which was accepted for ₹ 1,900.70 million. The concession period for the AJTL Project was 23 years and six months. Subsequent to the issuance of the commencement order, the Superintending Engineer, PWD, Aurangabad submitted a variation proposal for additional items which were not included in the initial bid document. Due to the variation in the scope of the AJTL Project, the Chief Engineer proposed an additional amount of ₹ 207.30 million for undertaking such works. Accordingly, the Chief Engineer recommended that the concession period of 23 years and six months be increased to 25 years, four months and 13 days. This increase has not been effected yet and the Company has not taken any further action. The amount involved in the matter is ₹ 207.30 million. The matter is currently pending.

B. ARRIL

Litigation against ARRIL

Direct Tax Proceedings

The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to ARRIL along with a demand notice setting out the refundable amount as ₹ 2.85 million in relation to the assessment year 2012-13. ARRIL had received dividend income of ₹ 0.18 million on investment in dividend plan mutual funds. ARRIL also incurred interest expenses of ₹ 485.37 million in relation to various borrowings and had not disallowed any amount towards earning such exempt income under the Income Tax Act, 1961. Pursuant to the said order, the ACIT, Central Circle – 1(1), Ahmedabad disallowed the aforementioned interest expenditure for earning the exempt income and added approximately ₹ 0.98 million to the total income. ARRIL has preferred an appeal before the CIT (Appeals) I, Ahmedabad. The matter is currently pending.

Litigation filed by ARRIL

Claims before the concessioning authority

1. ARRIL has filed a claim before AUDA in relation to grant to be extended by AUDA for the ARRIL Project. Pursuant to the clause 23.2 of the ARRIL Concession Agreement, a grant aggregating to ₹ 360.00 million was to be extended by AUDA to ARRIL. ARRIL claimed that whilst AUDA had extended an amount of ₹ 295.76 million, an amount aggregating to ₹ 64.24 million was yet to be disbursed by AUDA. AUDA had issued a letter to ARRIL stating that commencement of new toll collection booths without AUDA's permission was a breach of contract and had directed ARRIL to close two toll booths and report the same to AUDA. Accordingly, AUDA subsequently responded that the balance grant was not disbursed due to pending issues in relation to collection of toll of the fourth link during the construction period without AUDA's permission. ARRIL, through a subsequent letter, claimed an amount of ₹ 64.24 million along with interest at the rate of SBI PLR plus two percent payable till the date of actual payment towards the balance grant. AUDA directed ARRIL to deposit an aggregate amount of ₹ 36.84 million against the toll collected by ARRIL, and upon the deposit of such amount, AUDA would release the grant aggregating to a negative amount of ₹ 64.24 million. ARRIL through its letter, has requested AUDA to reimburse the amount of ₹ 27.46 million. The amount involved in the matter is ₹ 64.24 million along with interest till the date of actual payment. ARRIL through its letter, reiterated its request to release the amount of ₹27.46 million and set off the remaining amount of ₹36.79 million from the negative grant which is due to be released. The matter is currently pending.

2. ARRIL has filed a claim before AUDA in relation to the loss of revenue. Pursuant to the clause 33.1 of the ARRIL Concession Agreement, if as a result of change in law, ARRIL suffers any increase in cost or reduction in net tax return or other financial burden, the aggregate financial effect of which exceeds ₹ 1 million in any accounting year, ARRIL may notify AUDA and propose an amendment to the concession agreement to reinstate ARRIL in the same financial position had been no such change in law. Accordingly, ARRIL has claimed an amount aggregating to ₹ 52.26 million for the period from November 16, 2007 till December 31, 2008 towards loss in revenue on account of abolition of octroi charge by the Gujarat State Government on November 15, 2007. AUDA issued a letter stating that the tender documents did not provide for change in relation to octroi rules by AMC or other bodies. Subsequently, ARRIL requested AUDA to provide a rationale mechanism of assessment for compensation of loss in revenue due to octroi obligation based on traffic survey reports. The amount involved in the matter is ₹ 52.26 million. The matter is currently pending.

3. ARRIL has filed a claim with AUDA for invocation of political force majeure clause under the ARRIL Concession Agreement. There was a nation-wide truckers strike from January 5, 2009 till January 12, 2009 (eight days). ARRIL notified AUDA that such strike could be classified as an indirect political force majeure event under clause 26.3(ii) of the ARRIL Concession Agreement and for which ARRIL should be compensated. ARRIL has claimed for compensation in terms of extension of the concession period. AUDA responded that a nation-wide strike did not classify as any force majeure event. The matter is currently pending.

4. ARRIL has filed a claim before AUDA for compensation in terms of extension of the concession period due to stoppage in toll collection for two days, namely January 12, 2009 and January 13, 2009 in view of the "Vibrant Gujarat Summit". AUDA had responded that a suitable compensation may be granted. The matter is currently pending.

5. ARRIL has filed a claim before AUDA requesting AUDA to take certain counteractive measures or in the alternative, reimburse certain amounts. Pursuant to the works carried out by AMC contractors in relation to pipeline installation, the project road including shoulders, riding surface, central median and barbed wire fencing had been damaged. The damage was further increased due to the subsequent monsoon season. ARRIL has requested AUDA to take counteractive measures in order to restore the damages or in the alternative, reimburse the requisition amounts for the damages. Subsequently, AUDA issued a letter stating that the AMC contractors had completed filling the side shoulders and that the side shoulder damage had occurred due to monsoon. Further, AUDA stated that the damage on the other side of the pipeline road had occurred due to rain water drainage and accordingly, the necessary earth protection work was to be completed by ARRIL. The matter is currently pending.

C. BHTPL

Litigation filed against BHTPL

Civil Proceedings

MCL, Kanubhai Patel and Mrunal Patel filed a company petition before the Company Law Board, Regional Bench, Bombay against our Company, SEL, BHTPL, Vishnubhai M. Patel and others under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956. For further details, see "Outstanding Litigation and Material Developments - Litigation involving our Company - Litigation filed against our Company" on pages 514 and 515.

Direct Tax Proceedings

1. The ACIT, Central Circle 1(1), Ahmedabad served an assessment order to BHTPL along with a demand notice for nil amount in relation to the assessment year 2011-12. BHTPL had in original return shown its total income as ₹ 0.94 million being gain on sale of mutual funds. Subsequently, it filed a revised return showing 'nil' income. Pursuant to the aforesaid assessment order, the ACIT, Central Circle – 1(1), Ahmedabad treated the income from sale of mutual funds as capital gains and added approximately ₹ 0.94 million to the total income. BHTPL preferred an appeal before the CIT, Appeals against the said assessment order. Subsequently, the CIT Appeals, through its order, decided the appeal against BHTPL. BHTPL preferred an appeal before the ITAT, Ahmedabad. The amount involved in the matter is ₹ 0.29 million. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to BHTPL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2011-12. BHTPL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to BHTPL along with a demand notice of ₹ 0.29 million (the "Penalty Order"). Subsequently, BHTPL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The amount involved in the matter is ₹ 0.29 million. The matter is currently pending.

3. The DCIT, Central Circle 1(1), Ahmedabad served an assessment order to BHTPL along with a demand notice for ₹ 5.68 million in relation to the assessment year 2012-13. Pursuant to the aforesaid assessment order, the DCIT, Central Circle 1(1), Ahmedabad treated the income from sale of mutual funds and the interest received from fixed deposits as income liable to taxed and added approximately ₹ 28.60 million. BHTPL preferred an appeal before the CIT, Appeals against the said assessment order. The aggregate amount involved is ₹ 5.68 million and has been paid by BHTPL. The matter is currently pending.

D. HYTPL

Direct tax proceedings

1. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to HYTPL along

with a demand notice for nil amount in relation to the assessment year 2011-12. HYTPL had in its original returns shown its total income as approximately ₹ 1.35 million being gain on sale of mutual funds. Subsequently, it filed a revised return showing 'nil' income. Pursuant to the said assessment order, the ACIT, Central Circle – 1(1), Ahmedabad treated the income from sale of mutual funds as capital gain and added approximately ₹ 1.35 million to the total income. HYTPL preferred an appeal before the CIT Appeals against the said assessment order. Subsequently, the CIT Appeals, through its order, dismissed the appeal. HYTPL has preferred an appeal before the ITAT. The aggregate amount involved is ₹ 0.40 million. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to HYTPL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2011-12. HYTPL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad served an order imposing penalty to HYTPL along with a demand notice of ₹ 0.40 million (the "Penalty Order"). Subsequently, HYTPL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 0.40 million. The matter is currently pending.

3. The DCIT, Central Circle 1(1), Ahmedabad served an assessment order to HYTPL along with a demand notice for ₹ 0.21 million in relation to the assessment year 2012-13. Pursuant to the said assessment order, the DCIT, Central Circle 1(1), Ahmedabad treated the income from sale of mutual funds as capital gain and added approximately ₹ 0.60 million to the total income. HYTPL preferred an appeal before the CIT (Appeals) I, Ahmedabad against the said assessment order. The aggregate amount involved is ₹ 0.21 million. HYTPL has made the payment of ₹ 0.21 million. The matter is currently pending.

E. MBCPNL

Litigation against MBCPNL

Civil Proceedings

Paramjeet Singh Kalsi (the "Petitioner") has filed a PIL before the Bombay High Court, Nagpur bench against State of Maharashtra, SEL and others (collectively the "Respondents") in relation to the alleged illegalities and irregularities committed by SEL in respect of modernization of the check post constructed and run by MBCPNL (the "MBCPNL Project"). The Petitioner has contended that SEL has blocked the national highway by placing barricades as a consequence of which transportation was affected. The Petitioner has further contended that SEL failed to carry out its duty of inspecting the vehicles and weighing the goods of the vehicles to verify if they have the required permits to carry the load and therefore, SEL is in contravention of the Motor Vehicles Act, 1988 and the Central Motor Vehicles Rules, 1989. The Petitioner also contended that no records were maintained in respect of the inspected vehicles and that there is illegality in collecting the amounts under the garb of checking fees. The Petitioner has *inter alia* prayed for removal of barricades and initiation of appropriate action against SEL. SEL contended that the MBCPNL Project pertains to MBCPNL and that SEL has wrongly been made a party to the proceedings. Subsequently, the Bombay High Court directed SEL to file a written reply reflecting the same within a stipulated time. SEL has filed its written reply and through its written reply has sought to be discharged from the aforesaid PIL and its name being deleted from the array of respondents. The Bombay High Court vide its order has impleaded MBCPNL as a respondent to the proceedings. Subsequently, the Bombay High Court through its ad interim order has restrained the State of Maharashtra, Commissioner of Transport, Mumbai and the Chief Engineer, MSRDC and any one claiming through them from erecting barricades on the national highway which has effect of completely stopping the traffic on national highway near the border check post. The Bombay High Court, has permitted the State of Maharashtra to erect the barricades in a zigzag manner to enable the authorities of the State of Maharashtra to apprehend the vehicles which attempt to evade toll. The matter is currently pending.

Direct Tax Proceedings

The ACIT, TDS Circle issued a show cause notices to MBCPNL in relation to the applicability of the

TDS provisions as contained in Section 194J of the IT Act on the 'upfront fee' and 'consultation charges' paid to MSRDC. MBCPNL has responded through various letters, *inter alia,* submitting that TDS is not applicable. Subsequently, the ACIT, TDS Circle issued a show cause notice to MBCPNL in relation to the applicability of the TDS provisions as contained in Section 194J and Section 194I of the IT Act on the 'upfront fee' and 'consultation charges' paid to MSRDC for assessment years 2010-11 and 2011-12 (the "SCN"). MBCPNL filed its response, *inter alia,* submitting that there was no legal basis for issuing the SCN, as a show cause notice had been issued earlier on the same grounds and the matter had been disposed off. Subsequently, the DCIT, TDS Circle issued another show cause notice recently with regard to the applicability of the TDS provisions to the payment of upfront fees under Sections 194J(a), 194J(b) or 194J(d) of the IT Act. MBCPNL filed a response, *inter alia,* submitting that the payment did not attract any of the provisions under which the assessing officer has sought to apply till date. The DCIT, TDS Circle, Ahmedabad passed an order under Sections 201(1) and 201(1A) of the IT Act for the assessment year 2010-11 stating *inter alia* that the upfront fees paid constitutes 'fees for technical services' and issued a demand notice of ₹ 126.01 million against MBCPNL. MBCPNL preferred an appeal before the CIT (Appeals)- 4, Ahmedabad against the order of DCIT, TDS Circle, Ahmedabad *inter alia* on the ground that the DCIT, TDS Circle, Ahmedabad had erred in passing an order which was barred by the period of limitation, applying provisions retrospectively and holding that the upfront fees paid constitutes 'fees for technical services' under Section 194J(1)(b) of the IT Act. Subsequently, MBCPNL filed an application ("Stay Application") before the DCIT, TDS Circle, Ahmedabad seeking stay of demand and an application ("Rectification Application") seeking rectification in the working of the demand raised by the DCIT, TDS Circle. The DCIT, TDS Circle, rejected the Stay Application. Subsequently, MBCPNL filed an objection before the DCIT, TDS Circle, Ahmedabad seeking a reconsideration of rejection of the Stay Application on the ground that no notice of hearing was received by MBCPNL. Thereafter, MBCPNL filed an application before the Additional CIT, TDS requesting Additional CIT, TDS to pass a rectification order under Section 154 of the IT Act and reduce the demand by ₹12.07 million. Further, MBCPNL also filed a special civil application before the Gujarat High Court seeking striking down of the notices issued by DCIT, TDS Circle and a declaration that proceedings cannot be initiated under Section 201 of the IT Act in respect of the assessment year 2010-11. The Additional CIT, TDS, Ahmedabad vide its order directed the DCIT, TDS Circle to immediately dispose off the Rectification Application and directed MBCPNL to pay instalments of ₹5 million each month from July 25, 2015 until March 2016 till the decision of CIT (A) is received. The Additional CIT, TDS, Ahmedabad has stayed the balance demand till March 31, 2016 (subject to the payments) and the penalty proceedings till the disposal of the appeal filled before the CIT (A). The DCIT, TDS Circle has passed the rectification order and reduced the demand to ₹113.93 million. The aggregate amount involved in the matter is ₹113.93 million. The matter is currently pending.

Notices

The Additional CIT, TDS, Ahmedabad issued a show cause notice to MBCPNL seeking reasons for not imposing a penalty under Section 271C of the IT Act with respect to the alleged failure to deduct tax for the assessment year 2010-11. The proceedings have been stayed until disposal of the appeal before CIT (A) above. The matter is currently pending.

Litigation impacting MBCPNL

An application was filed by Saiprasad Mangesh Kalyankar before the National Green Tribunal, Western Bench Zone, Pune (the "NGT") against the MSRDC Regional Transport Officer and others (the "Respondents"), seeking an order to *inter alia* criminally prosecute all officers of the Respondents who benefitted from illegal mining at the Banda (earlier Insuli) checkpost as part of the MBCPNL Project; directing the Divisional Forest Officer, Samantwadi to refuse to give permission for cutting trees; as well as to direct the Maharashtra Government Irrigation Department to not delete such land from the notified irrigated command area. The Office of the Regional Forest Officer served a show cause notice to Manoj Abrol, site- in- charge at MBCPNL, in relation to the cutting of 5,429 trees without permission. Pursuant to an order of the NGT dated February 24, 2014, work at Insuli checkpost was stayed. The NGT, through order directed the Regional Transport Officer and others to maintain status *quo ante* and prohibited the Respondents from undertaking any activities, either by themselves or through any agency for the purpose of illegal mining or cutting of any more trees in the disputed land until the next date of hearing (the "Impugned Order"). The NGT accordingly dismissed the application. However, it gave certain directions such as directing the Divisional Commissioner, Kokan Division to conduct a preliminary enquiry in relation to the illegal felling of trees; departments such as the transport department, forest department and MSRDC were to take action against officials guilty of misconduct; and that MSRDC was to carry out compulsory afforestation of 44,000 trees in the same area. The matter has been disposed off. However, the NGT required the MSRDC to direct its agency (i.e. MBCPNL) to pay ₹ 1.00 million as cost of damages caused to the environment and in case MBCPNL did not make such payment, MSRDC was to make the payment itself. The MSRDC preferred an appeal before the Supreme Court against the Impugned Order. The Supreme Court, by its order (the "Supreme Court Order"), dismissed the civil appeal and deleted certain paragraphs of the Impugned Order, requiring the Divisional Commissioner, Kokan Division to conduct a preliminary enquiry in relation to the illegal felling of trees; departments such as the transport department, forest department and requiring MSRDC to take action against officials guilty of misconduct have been deleted. Subsequently, MSRDC directed MBCPNL to among other things, to prepare a development plan stipulating specifications of the development work to be carried out and cleaning of the plantation land. The Chief Engineer, Water Resources Department, Mumbai has issued a no objection certificate to MSRDC granting its no objection for the proposed project of modernisation and computerisation of check posts at Banda, Maharashtra, subject to conditions listed in the no objection certificate. NGT passed an order requiring MSRDC and MBCPNL to implement the directions of NGT and the report of NGT. Subsequently, NGT directed MBCPNL to commence plantation prior to the onset of the monsoon. The aggregate amount involved is ₹1.00 million.

Past penalties

MBCPNL has paid penalties to the Department of Sales Tax, Mumbai towards professional tax payments aggregating to ₹ 2,000.

Claims before the concessioning authority

MBCPNL has issued a letter to the Transport Commissioner Office, Mumbai in relation to chargeability and levying of service tax on processing fees, loading unloading charges and parking charges pertaining to 22 border check posts in Maharashtra. At the time of execution of the MBCPNL Concession Agreement, there was no requirement of charging service tax for the collection of processing fees, loading unloading charges and parking charges. MBCPNL has contended that since services provided at check posts are not covered under the mega exemption notification or the negative list prescribed by the Central Government relating to service tax, such services are taxable with effect from July 1, 2012. In view of the extra financial burden imposed on MBCPNL, MBCPNL has requested the Transport Commissioner Officer to amend the clause in relation to change in law under the MBCPNL Concession Agreement which would enable MBCPNL to charge and collect service tax from the users of the check posts so as to cover their service tax liability. The matter is currently pending.

F. NSEL

Claims before the concessioning authority

1. NSEL has filed a claim before the NHAI for revision of semi annuity amount to ₹ 217.90 million. Pursuant to the provisions of the letter of award in relation to the *pro rata* calculation of the semi annuity amount consequent to the reduction in the scope of the NSEL Project, NSEL had initially submitted its calculations for revision of semi annuity amount to ₹ 220.60 million. Subsequently, NHAI unilaterally fixed the amount of the revised semi annuity as ₹ 199.95 million in variance with the recommendations of the Independent Engineer, the Project Director, NHAI and the calculations submitted by NSEL. Subsequent to various representations being made in this regard, the Project Director, NHAI and the Independent Engineer recommended a revised semi annuity of ₹ 217.90 million and on this basis, NSEL submitted its aforesaid claim of ₹ 217.90 million. NSEL has also claimed an amount of ₹ 313.00 million as the arrears of difference payable to it for the first nine annuity payments, including interest on the arrears of the annuity due. Further, NSEL has also claimed for fixing the annuity amount ₹ 217.90 million. The matter is currently pending.

2. NSEL has filed a claim before the NHAI for reimbursement of extra costs towards over heads, financing and contingent expenses and interest during construction of the NSEL Project.

NSEL has contended that the costs under these heads are not directly related to the quantum and scope of the work and therefore, does not get reduced upon reduction of scope of work. NSEL has further contended that since these costs were not included entirely in the calculations for the *pro rata* revised annuity payable (consequent upon a reduction in scope of the project), the additional expenditure cannot be recovered from such revised annuity amounts. Accordingly, NSEL has filed the aforesaid claim before the NHAI. The amount involved in the matter is ₹ 464.00 million along with interest until date of payment. The matter is currently pending.

3. NSEL has filed a claim before the NHAI for interest on delayed payment of approved annuities. Pursuant to the provisions of the NSEL Concession Agreement, the annuities were due for payment with effect from November 24, 2010 and every six months thereafter. The first five annuities were paid at reduced amounts in July 2012 and adjusted thereafter in May 2013, while the subsequent annuities were paid after their due dates. The amount involved in the matter is ₹ 158.12 million along with interest until date of payment. The matter is currently pending.

4. NSEL filed a claim before the NHAI for idling charges of machinery and plant and equipment on account of deletion of the non-forest road length from the scope of work. Pursuant to the letter of award, 36 km of the road was initially taken up for the NSEL Project. NSEL had deployed necessary plant, equipment and manpower for completion the NSEL Project within the stipulated time. Subsequently, the work in the 8.74 km of the non-forest road was suspended pursuant to the orders of the Collector, Seoni. However, NSEL commenced demobilisation of its resources in such area only after the NHAI communicated its decision to delink the 8.74 km from the NSEL Project. The failure of the NHAI to hand over the right of way in 8.74 km of the non-forest road to NSEL and the delinking of such area from the NSEL Project resulted in under utilisation and prolonged idling of the resources of NSEL. The amount involved in the matter is ₹ 261.38 million along with interest till date of payment. The matter is currently pending.

G. RPTPL

Litigation filed against RPTPL

Direct Tax Proceedings

1. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to RPTPL along with a demand notice for ₹ 0.05 million amount in relation to the assessment year 2012-13. Pursuant to the aforesaid assessment order, the ACIT, Central Circle – 1(1), Ahmedabad treated the interest income from fixed deposit as income from other sources and added ₹ 0.17 million to the total income. RPTPL preferred an appeal before the CIT, Appeals-I, Ahmedabad. The aggregate amount involved is ₹ 0.05 million. RPTPL has paid the amount of ₹ 0.05 million. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad served a notice to RPTPL seeking further information regarding the return of income submitted by RPTPL for assessment year 2013-14. RPTPL has submitted the details to the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad has issued a demand notice to RPTPL aggregating to ₹13.73 million. RPTPL preferred an appeal before the CIT, Appeals- 11, Ahmedabad. The amount involved is ₹13.73 million. The matter is currently pending.

Notices

1. The ACIT, Central Circle – 1(1), Ahmedabad issued a show cause notice to RPTPL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2012-13. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to RPTPL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the

alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2013-14. The matter is currently pending.

Litigation filed by RPTPL

Claims before the concessioning authority

1. RPTPL has filed a claim before the NHAI in relation to increase in costs incurred for the RPTPL Project as a result of change in law. RPTPL has submitted its bid for the RPTPL Project on November 30, 2009. Subsequent to submission of the bid, Haryana state government imposed a ban on mining of minor minerals in Haryana effective from February 28, 2010. As a result of this ban, RPTPL had to obtain quarry run material from Rajasthan at a cost higher than the estimated cost. Pursuant to Article 41 read with Article 34 of the concession agreement dated March 9, 2010 entered into between RPTPL and NHAI, RPTPL is entitled to claim an increase in costs as a result of change in law and has claimed an amount of ₹ 959.67 million. The NHAI has dismissed the claim. The amount involved in the matter is ₹ 959.67 million. The matter is currently pending.

2. RPTPL has filed a claim before the Project Director, PIU – Rohtak, NHAI. RPTPL was granted the provisional certificate on November 26, 2013. However, RPTPL was permitted to collect toll from the RPTPL Project only from January 9, 2014. Hence, toll for the period from November 26, 2013 to January 8, 2014 was not collected. Accordingly, RPTPL has claimed an aggregate amount of ₹ 155.92 million (calculated at the rate of ₹ 3.3 million per day along with interest at the rate of 18% p.a from November 26, 2013 to May 10, 2014) for loss of revenue arising due to delay in grant of permission for collection of toll. Further, RPTPL has claimed interest payable till the date of actual payment. The NHAI has dismissed the claim. The matter is currently pending.

H. SUTPL

Litigation that may have an impact on SUTPL

The Mining Engineer, Mines and Geology Department, Udaipur (the "Mining Engineer") issued a show cause notice to SEL for imposing a penalty of ₹ 8.12 million, on the grounds of alleged illegal mining by SEL with regard to the SUTPL Project. For further details, refer to "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against SEL – Civil Proceedings" on page 526.

Notices

1. The DCIT, TDS Circle, Ahmedabad, issued a notice under Section 133(6) of the IT Act to SUTPL in relation to the financial years 2012-13 and 2013-14 to seek information including details with respect to operation and maintenance of toll plaza carried out by SUTPL and copy of the agreement executed with the sub-contractor in relation to toll collection. The matter is currently pending

2. The Income Tax Officer, Ward 8(3) (now known as Income Tax Officer, Ward 4(1)(3)), Ahmedabad, issued notices under Section 142(1) of the IT Act to SUTPL to furnish information in relation to the assessment year 2013-14. SUTPL has submitted the details to the Income Tax Officer, Ward 4(1)(3).The matter is currently pending.

Inquiries, inspections or investigations under the Companies Act

Nil

In addition to details of past penalties as indicated above, our Subsidiaries have also paid penalties in relation to delayed filings of forms with the registrar of companies for delayed filings from time to time.

III. Litigation involving our Promoters

A. SEL

Litigation filed against SEL

Civil Proceedings

1. MCL, Kanubhai Patel and Mrunal Patel filed a company petition before the Company Law Board, Regional Bench, Bombay against our Company, SEL, BHTPL, Vishnubhai M. Patel, Vasistha Patel, Nitinkumar R. Patel, Shashin V. Patel and Ravi Kapoor under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956 alleging certain irregularities in relation to corporate and other matters pertaining to BHTPL. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company" on pages 514 and 515.

2. Sarda Energy and Minerals Limited ("Sarda Energy") filed a suit for recovery before the 6th Joint Civil Judge, Senior Division, Nagpur (the "Civil Judge") against SEL, its directors and officers (including Vishnubhai M. Patel, Nitinkumar R. Patel and Shashin V. Patel) for recovery of ₹ 4.64 million as balance payment towards sale of steel and thermo – mechanically treated bars to SEL (the "Impugned Order"). Pursuant to the Impugned Order, the Civil Judge directed SEL along with its directors and officers to pay ₹ 3.1 million to Sarda Energy along with an interest of 6% per annum. Subsequently, SEL along with its directors and officers preferred an appeal before the Bombay High Court, Nagpur bench against the Impugned Order challenging the jurisdiction of the Civil Judge along with an application for stay of the Impugned Order. The Bombay High Court, Nagpur bench, through its interim order, granted a stay pending the decision of the appeal and directed SEL to deposit 50% of the amount of the decree passed by the Civil Judge. SEL has paid ₹ 2.12 million. The aggregate amount involved is ₹ 4.64 million. The matter is currently pending.

3. The Mining Engineer, Mines and Geology Department, Udaipur (the "Mining Engineer") issued a show cause notice to SEL for imposing a penalty of ₹ 8.12 million, on the grounds of alleged illegal mining by SEL with regard to the SUTPL Project. SEL has filed its reply, *inter alia*, stating that it had submitted the consumption statement as required by the Mining Engineer in its letter. The Mining Engineer (Recovery), Mines and Geology Department, Udaipur (Rajasthan) (the "Mining Department") through its order, directed SEL to pay a penalty of ₹ 8.12 million, failing which the same would be recovered under the proceedings of the Rajasthan Land Revenue Act, 1956 (the "Impugned Order"). Subsequently, SEL filed a civil writ petition before the Rajasthan High Court, Jodhpur bench against the State of Rajasthan, through the Secretary Department of Mines and Geology and the Mining Engineer, challenging the validity and propriety of the recovery proceedings initiated by the Mining Department and challenging the Impugned Order. The Rajasthan High Court, Jodhpur bench, through its order, granted a stay on the Impugned Order and directed SEL to deposit a sum of ₹ 3 million and provide a solvent surety for the remaining outstanding dues. The aggregate amount involved is ₹ 8.12 million. The matter is currently pending.

4. Osho Venture FZE ("Osho Venture") filed a civil miscellaneous application before the City Civil Court, Ahmedabad against SEL, Vishnubhai M. Patel, Ocean Bright Corporation Limited ("OBCL") and Sadbhav Natural Resources Private Limited ("SNRPL") (collectively, the "Respondents") seeking an order directing SEL and Vishnubhai M. Patel to pay an amount of USD 6.69 million being the amount due to Osho Venture on account of purchase of the business of the four subsidiaries of Osho Venture (the "Osho Subsidiaries") and the prospecting licenses held by them. OBCL was a joint venture entity incorporated by SEL and Vishnubhai M. Patel along with Osho Ventures pursuant to a memorandum of understanding for acquisition of the business of the Osho Subsidiaries, together with the prospecting licenses held by the Osho Subsidiaries. SNRPL held 74% of equity capital of OBCL and Osho Venture held 26% of the equity capital of OBCL. Pursuant to the aforementioned memorandum of

understanding, Osho Venture transferred the shares held by it in the Osho Subsidiaries to OBCL. Osho Venture has sought, *inter alia*: (i) an order restraining the Respondents from selling any assets or properties of OBCL; (ii) an order restraining SEL and SNRPL from allotting additional shares of OBCL in favour of SEL or SNRPL; (iii) an order directing SEL, Vishnubhai M. Patel and SNRPL to submit list of properties of OBCL. The City Civil Court passed an order, restraining the Respondents from allotting additional shares of OBCL in favour of SEL or SNRPL. SEL, Vishnubhai M. Patel and OBCL have preferred an appeal before the Gujarat High Court challenging the order passed by the City Civil Court. In the appeal, SEL, Vishnubhai M. Patel and OBCL have sought that the order be quashed on the grounds that the City Civil Court erred in its decision restraining the allotment of shares. The aggregate amount involved is USD 6.69 million. The matter is currently pending.

5. Paramjeet Singh Kalsi has filed a public interest litigation ("PIL") before the Bombay High Court, Nagpur bench against State of Maharashtra, SEL and others (collectively the "Respondents") in relation to the illegalities and irregularities committed by SEL in respect of modernization of the check post. For further details, refer to "Outstanding Litigation and Material Developments – Litigation involving our Subsidiaries – Litigation impacting MBCPNL" on pages 522 and 523.

Arbitration Proceedings

Siddharth Infraprojects Private Limited (the "Claimant") has initiated an arbitration proceeding against SEL in relation to a sub-contract agreement dated October 31, 2007 between the Claimant and SEL. Pursuant to the aforesaid sub-contract agreement, SEL sub contracted the work under the main contract between SEL and MPRDC for rehabilitation and upgradation of package 11 of Seoni Chiraidongri Road. The Claimant has alleged that SEL had committed breaches of the terms of the sub-contract agreement by unilaterally reducing its scope of work covered under the sub-contract agreement without the permission of the MPRDC. The Claimant has claimed an aggregate amount of ₹ 816.00 million on account of, *inter alia*: (i) amount not paid for the work done; (ii) overhead losses suffered by the Claimant; (iii) losses suffered on account of profit not earned at appropriate time; (iv) loss of productivity; (v) opportunity losses; (vi) compensation for interest charges paid to the bank; (vii) loss due to under utilised tools, plants and machineries. SEL has submitted its statement of defence before the Arbitral Tribunal. The aggregate amount involved is ₹ 816.00 million. The matter is currently pending.

Labour Disputes

The Joint Director, Regional Office, ESI Corporation, Hubli, through its order, demanded a payment of ₹ 0.25 million and held that the employees of SEL working on a project at Grasim Industries at Kumarapatnam in relation to the construction of pond are entitled to benefits under the ESI Act (the "Impugned Order"). SEL filed an application before the Employees' State Insurance Court, Hubli against the Impugned Order. Pursuant to mutual consent based on assurance by ESI Corporation, Hubli, all damages have been paid. However, the issue related to de-coverage is currently pending before the Employees' State Insurance Court, Hubli. The matter is currently pending.

Direct Tax Proceedings

1. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to SEL along with a demand notice for ₹ 1.21 million in relation to the assessment year 2001-02 on account of disallowance of TDS claimed on mobilization / machinery advances received by SEL. SEL preferred an appeal before the CIT (Appeals) XIV, Ahmedabad, against the said assessment order. Subsequently, the CIT Appeals, through its order, confirmed the demand and dismissed the appeal. SEL preferred an appeal before the ITAT. ITAT, through its order, dismissed the appeal. Subsequently, SEL preferred an appeal before the Gujarat High Court challenging the order passed by ITAT. The aggregate amount involved is ₹ 1.21 million. The matter is currently pending.

2. The ACIT, Circle 8, Ahmedabad served an assessment order to SEL along with a demand notice for ₹ 6.17 million in relation to the assessment year 2002-03 on account of disallowance of TDS claimed on mobilization / machinery advances received by SEL. SEL preferred an appeal before the CIT (Appeals) XIV, Ahmedabad (the "CIT Appeals"), against the said assessment order. Subsequently, the CIT Appeals, through its order, confirmed the demand and dismissed the appeal. SEL preferred an appeal before the ITAT. ITAT, through its order, dismissed the appeal. Subsequently, SEL preferred an appeal before the Gujarat High Court challenging the order passed by ITAT. The aggregate amount involved is ₹ 6.17 million. The matter is currently pending.

3. The DCIT, Circle – 8, Ahmedabad served an assessment order to SEL in relation to adjustment of losses incurred by the undertaking of SEL against the eligible income of the undertakings while computing the deductions and other expenses for the assessment year 2005 – 06 (the "Impugned Order"). SEL preferred an appeal before the CIT (Appeals) – XIV (the "CIT Appeals") challenging the Impugned Order. The CIT Appeals, through its order, partly disallowed SEL's claim for deduction and other expenses under Section 80-IA of the IT Act and other expenses, aggregating to ₹ 35.22 million (the "CIT (A) Order"). Subsequently, SEL preferred an appeal before the ITAT challenging the CIT (A) Order and the DCIT, Circle – 8 also preferred an appeal before the ITAT against the CIT(A) Order. The ITAT, through its order, allowed deductions under Section 80-IA of the IT Act (the "ITAT Order"). The CIT filed a review petition before the ITAT. Subsequently, the CIT preferred an appeal before the Gujarat High Court against the ITAT Order. The aggregate amount involved is ₹ 11.97 million. The matter is currently pending.

4. The ACIT, Central Circle – 1(1), Ahmedabad served an assessment order to SEL in relation to adjustment of losses incurred by the undertaking of SEL against the eligible income of the undertakings while computing the deductions and other expenses for the assessment year 2006 – 07 (the "Impugned Order"). SEL preferred an appeal before the CIT (Appeals) – XIV (the "CIT Appeals") challenging the Impugned Order. The CIT Appeals, through its order, partly disallowed SEL's claim for deduction and other expenses under Section 80-IA of the IT Act and other expenses, aggregating to ₹ 5.07 million (the "CIT(A) Order"). Subsequently, SEL preferred an appeal before the ITAT challenging CIT (A) Order and the ACIT, Central Circle – 1(1), Ahmedabad also preferred an appeal before the ITAT against the CIT(A) Order. The ITAT, through its order, allowed deductions under Section 80-IA of the IT Act (the "ITAT Order"). The CIT filed a review petition before the ITAT. Subsequently, the CIT preferred an appeal before the Gujarat High Court against the ITAT Order. The aggregate amount involved is ₹ 0.85 million. The matter is currently pending.

5. The ACIT, Range – 8, Ahmedabad served an assessment order to SEL in relation to adjustment of losses incurred by the undertaking of SEL against the eligible income of the undertakings while computing the deductions and other expenses for the assessment year 2007 – 08 (the "Impugned Order"). SEL preferred an appeal before the CIT (Appeals) – XIV (the "CIT Appeals") challenging the Impugned Order. The CIT Appeals, through its order, partly disallowed SEL's claim for deduction and other expenses under Section 80-IA of the IT Act and other expenses, aggregating to ₹ 9.80 million (the "CIT (A) Order"). Subsequently, SEL preferred an appeal before the ITAT challenging the CIT (A) Order and the ACIT, Range – 8, Ahmedabad also preferred an appeal before the ITAT against the order. The ITAT, through its order, allowed deductions under Section 80-IA of the IT Act (the "ITAT Order"). The CIT filed a review petition before the ITAT. Subsequently, the CIT also preferred an appeal before the Gujarat High Court against the ITAT Order. The aggregate amount involved is ₹ 2.58 million. The matter is currently pending.

6. The ACIT, Central Circle 1(1), Ahmedabad served five assessment orders to SEL along with five demand notices for an aggregate amount of ₹ 127.70 million in relation to the assessment years 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 on account of disallowance of some expenditure and deductions under Section 80-IA of the IT Act. SEL preferred an appeal before the CIT (Appeals). The CIT Appeals, through its order, allowed the expenditure and deductions amounting to ₹ 574.68 million. Subsequently, the ACIT, Central Circle 1(1), Ahmedabad preferred an appeal before the ITAT. The aggregate amount involved is ₹ 195.33 million. The matter is currently pending.

7. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2007-08. SEL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing penalty to SEL along with a demand notice of ₹ 0.68 million (the "Penalty Order"). Subsequently, SEL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 0.68 million. The said demand is adjusted against the refund of the assessment year 2013-14. The matter is currently pending.

8. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act in relation to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2008-09. SEL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing penalty to SEL along with a demand notice of ₹ 3.72 million (the "Penalty Order"). Subsequently, SEL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 3.72 million. The said demand is adjusted against the refund of the assessment year 2013-14. The matter is currently pending.

9. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act in relation to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2009-10. SEL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing penalty to SEL along with a demand notice of ₹ 0.01 million (the "Penalty Order"). Subsequently, SEL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 0.01 million. The said demand is adjusted against the refund of the assessment year 2013-14. The matter is currently pending.

10. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act in relation to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2010-11. SEL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing penalty to SEL along with a demand notice of ₹ 0.28 million (the "Penalty Order"). Subsequently, SEL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 0.28 million. The said demand is adjusted against the refund of the assessment year 2013-14. The matter is currently pending.

11. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act in relation to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2011-12. SEL filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing penalty to SEL along with a demand notice of ₹ 1.32 million (the "Penalty Order"). Subsequently, SEL has preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. The aggregate amount involved is ₹ 1.32 million. The said demand is adjusted against the refund of the assessment year 2013-14. The matter is currently pending.

12. The CIT (Appeals), through its order, allowed deductions of ₹ 82.24 million in favour of SEL and under Section 80-IA(4) of the Income Tax Act, 1961 for the assessment year 2008-2009 (the "Impugned Order"). The ACIT, Central Circle – 8, Ahmedabad preferred an appeal before the ITAT, Ahmedabad challenging the Impugned Order stating that CIT Appeals has, *inter alia*, erred in allowing the plea of SEL for allowance of expenditure and deduction of ₹ 90.70 million as business expenditure. SEL has filed a cross – objection appeal. The aggregate amount involved is ₹ 30.83 million. The matter is currently pending.

13. CIT (Appeals) -I, Central Circle – 1(1), Ahmedabad (the "CIT Appeals"), through its order, disallowed certain expenses and deductions for assessment years 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 with respect to certain payments made by SEL to a sub-contractor on the grounds that such payments were not genuine the work for which such payments were made was bogus in nature. SEL preferred an appeal before the ITAT, Ahmedabad. The aggregate amount involved is ₹ 5.79 million. The matter is currently pending.

14. The DCIT, Central Circle 1(1), Ahmedabad, through its order, disallowed SEL's claim for deduction for a sum of ₹ 37.95 million under Section 80IA(4) of the IT Act for assessment years 2012-13 with respect to agreements entered with GoI and state governments for construction of highways and roads. The DCIT, Central Circle 1(1), Ahmedabad further held that SEL is a contractor who executed the work and was not eligible for such deductions. SEL preferred an appeal before the CIT, Central Circle- 1(1). The aggregate amount involved is ₹ 0.46 million. The matter is currently pending.

15. The DCIT, Central Circle 1(1), Ahmedabad, through its order, disallowed SEL's claim for deduction for a sum of ₹ 809.46 million under Section 80IA(4) of the IT Act for assessment year 2013-14 with respect to expenditure on employee stock options & delayed payments to Employees' State Insurance Corporation. SEL has filed an appeal before the CIT- (A). The amount involved in the matter is ₹ 809.46 million. The matter is currently pending.

Indirect Tax Proceedings

1. The Customs Department, Mumbai issued a show cause notice to SEL, seeking reasons for not demanding ₹ 11.66 million with respect to the customs duty on importing asphalt mixing plant, which was valued at ₹ 27.90 million by SEL. The Customs Department contended that SEL wrongly claimed a nil rate of customs duty as per Notification No. 17/ 2001, pertaining to exemption from payment of custom duty. The Deputy Commissioner of Customs, Ballard Estate, Mumbai through its order, confirmed the demand in the show cause notice. Subsequently, SEL preferred an appeal before the Commissioner of Customs (Appeals), Mumbai (the "CCA"). The CCA, through its order, dismissed the appeal and directed SEL to deposit ₹ 11.66 million. SEL applied for a waiver from the payment of pre-deposit before the CESTAT, Mumbai, which was allowed. Subsequently, SEL filed a special civil application before the Gujarat High Court for a stay against the demand made in the aforesaid show cause notice. The Gujarat High Court, through its order, directed SEL to deposit 10% of the customs duty demanded by the Customs Department and remanded the matter to the CCA. The aggregate amount involved is ₹ 27.90 million. The matter is currently pending.

2. The Assistant Commissioner of Commercial Tax, Unit – 7, Ahmedabad served an assessment order to Jilin Sadbhav Joint Venture ("JS-JV") along with a demand notice for an amount of ₹ 70.20 million. JS-JV filed a revision application against the State of Gujarat before the Gujarat Value Added Tax Tribunal, Ahmedabad (the "Tribunal"). The Tribunal, through its order, granted a stay against the recovery of outstanding demand on payment of ₹ 1.5 million. The aggregate amount involved is ₹ 70.20 million. The matter is currently pending.

3. The Commissioner of Service Tax, Ahmedabad, through its order, imposed a penalty of ₹ 6.73 million on SEL in relation to the assessment year 2005-06. SEL preferred an appeal before the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad (the "CESTAT"). The CESTAT, through its interim order, allowed the stay petition. The aggregate amount involved is ₹ 6.73 million. The matter is currently pending.

4. The Commissioner of Service Tax, Ahmedabad, through its order, demanded recovery of CENVAT credit of input services and capital goods of ₹ 19.91 million as being wrongly availed by our Company and imposed a penalty of ₹ 34.59 million for suppressing material facts which resulted in wrong availment of CENVAT credit of input services and capital goods. SEL preferred an appeal before the CESTAT. The aggregate amount involved is ₹ 54.5 million. The matter is currently pending.

Criminal Proceedings

The Mining Engineer, Mines and Geology Department, Udaipur (the "Mining Engineer") registered a first information report (the "FIR") at Sukher Police Station, Udaipur alleging that Jitendra Singh Chauhan, employee of SEL and others (the "Petitioners") were excavating and transporting minerals without the requisite authorisation. The Petitioners filed a criminal petition before the Rajasthan High Court, Jodhpur bench, against the State of Rajasthan and another in relation to the FIR. The Rajasthan High Court, through its order, observed that the FIR lodged against the Petitioners was misconceived as it was evident from the photographs placed on record that the materials in the truck was only debris and nothing else. The Rajasthan High Court passed an interim order staying any further proceedings under the FIR. The matter is currently pending.

Notices

1. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2012-13. Subsequently, the Assessing Officer issued another show cause notice providing SEL an opportunity for a fresh hearing and seeking reasons for not imposing the aforementioned penalty. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad served a notice under Section 148 of the IT Act for reassessment of income in relation to the return of income submitted by SEL for assessment year 2011-12. The matter is currently pending.

3. The DCIT, Central Circle 1(1), Ahmedabad issued a show cause notice to SEL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2013-14. The matter is currently pending.

4. Deepak Sharma, issued a legal notice ("Notice") to SEL and others, in relation to the accident caused due to alleged negligence at the Delhi metro construction site at the Rohtak Road because of which Deepak Sharma was hit by a crane carrying iron. Deepak Sharma has claimed an aggregate amount of ₹ 8.80 million among other things, towards medical expenditure and towards loss of income for remaining employment years. SEL through its reply to the Notice stated that the allegations by Deepak Sharma are false and fabricated and has stated to resolve the issue pursuant to discussions. SEL has made a counter claim of ₹ 0.02 million against Deepak Sharma.

Past Penalties

SEL has paid certain penalties in the past to various regulatory and statutory authorities. The details of past penalties paid by SEL in the current financial year and past five financial years in relation to *inter alia* over loading of material in vehicles, service tax, entry tax, VAT, CST, TDS, use of agricultural land, royalty, use of agricultural land. The aggregate amount involved is ₹ 5.23 million. The details of these penalties are set out below:

Sr. No.	**Particulars**	**Amount involved (In ₹ million)**
1.	Overloading of material in vehicle	2.77
2.	Paid to Forest Department	0.06
3.	Paid to traffic police	0.03
4.	Penalty for NMC, Division – 2, Gandhinagar	0.14
5.	Royalty penalty	0.08
6.	Penalty under the Labour Act	0.002
7.	Penalty in relation to tax disposable at source ("TDS")	0.05
8.	Penalty paid to the Mines and Geology Department	1.04
9.	Service tax penalty	0.02
10.	Penalty in relation to entry tax	0.05

Sr. No.	Particulars	Amount involved (In ₹ million)
11.	Penalty in relation to VAT and CST	0.48
12.	Penalty in relation to using agricultural land	0.31
13.	Other penalties	0.20
Total		**5.23**

Litigation filed by SEL

Civil Proceedings

1. SEL initiated arbitration proceedings against Reliance Industries Limited ("RIL") in relation to various disputes that arose due to payment of additional costs incurred by SEL during the execution of a project with RIL involving the construction of roads in the refinery and township at Jamnagar, Gujarat. The Arbitral Tribunal, through its award, directed RIL to make payment of ₹ 7.00 million along with interest of ₹ 5.00 million to SEL (the "Arbitral Award"). Subsequently, RIL filed an application before the District Court, Jamnagar against SEL challenging the Arbitral Award. The aggregate amount involved is ₹ 12.00 million. The matter is currently pending.

   Sadbhav-Prakash JV initiated arbitration proceedings against the State of Gujarat before the Arbitral Tribunal. SEL had formed a joint venture with PBA under the name of "Sadbhav-Prakash JV" for the purpose of strengthening and paving of shoulders between Viramgam and Halvad for the Roads and Buildings Department, Gujarat. Sadbhav-Prakash JV had requested the payment towards the project in Indian Rupees and the Government of Gujarat had verbally agreed to make the entire payment in Indian Rupees. However, at the time of making the payment, the Government of Gujarat made 80% of the payment in Indian Rupees and the balance payment of 20% was made in US Dollars. Consequently, Sadbhav-Prakash JV suffered a loss in revenue. The Arbitral Tribunal, through its order, ruled in favour of the Government of Gujarat (the "Arbitral Award"). Sadbhav-Prakash JV preferred an appeal before District Court, Gandhinagar, against State of Gujarat under the provisions of the Arbitration and Conciliation Act, 1996 against the Arbitral Award. The aggregate amount involved is ₹ 29.3 million. The matter is currently pending.

Arbitration Proceedings

1. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to the refusal by SSNNL to pay additional costs incurred by SEL during construction of a canal syphons across river Khari-I on Narmada main river from Ch. 263.21 km to 357.20 km aggregating to ₹ 36.86 million. The aggregate amount involved is ₹ 36.86 million. The matter is currently pending.

2. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to refusal by SSNNL to pay additional costs incurred by SEL during the construction of a canal syphons across river Pushpavati on Narmada main canal from Ch. 263.21 km to 357.20 km aggregating to ₹ 34.74 million. The aggregate amount involved is ₹ 34.74 million. The matter is currently pending.

3. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to refusal by SSNNL to pay additional costs incurred by SEL during execution of certain works on Saurashtra branch canal for slice III from 19.80 km to 29.50 km aggregating to ₹ 16.21 million. The aggregate amount involved is ₹ 16.21 million. The matter is currently pending.

4. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to refusal by SSNNL to pay additional costs incurred by SEL during execution of certain works on Saurashtra branch canal from 29.50 km to 40.40 km for slice IV aggregating to ₹ 16.77 million. The aggregate amount involved is ₹ 16.77 million. The matter is currently pending.

5. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to the non payment of the costs incurred by SEL during construction of Narmada main canal from 155.00 km to 163.00 km (package-II), phase-II aggregating to aggregating to ₹ 311.11 million. The aggregate amount involved is ₹ 311.11 million. The matter is currently pending.

6. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad non payment for the work executed by SEL for the construction, extension and improvement of Shedhi Branch Canal from Ch. 0.00 km to 46.03 km aggregating to ₹ 105.75 million which SEL claims to have completed prior to the scheduled date. The aggregate amount involved is ₹ 105.75 million. The matter is currently pending.

7. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to the non payment of the costs incurred by SEL during construction of Narmada main canal in reach 290.605 km to 300.326 km (package-4) aggregating to ₹ 44.12 million. The aggregate amount involved is ₹ 44.12 million. The matter is currently pending.

8. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad in relation to the non payment of the costs incurred by SEL during construction of Narmada main canal in reach km 314.356 to km 328.846 aggregating to ₹ 49.23 million. The aggregate amount involved is ₹ 49.23 million. The matter is currently pending.

9. SEL initiated arbitration proceedings against SSNNL before the Gujarat Public Works Contracts Disputes Arbitration Tribunal, Ahmedabad suffered losses due to, *inter alia*, the excess work done by SEL, the estimates of quantities in respect of several items of work were inaccurate and the damages aggregating to ₹ 328.15 million was not paid to SEL in time by SSNNL during construction of canal across the river Watrak on Narmada main canal in the reach between 144.500 km to 264.00 km at chainage 196.18 km. The aggregate amount involved is ₹ 328.15 million. The matter is currently pending.

Litigation or legal action pending or taken by any ministry or government department or statutory authority against SEL during the last five years

The Registrar of Companies, Gujarat has filed a *suo-moto* application in relation to inspection of books of accounts of SEL. SEL has made a compounding application under Section 211 of the Companies Act, 1956 and the same is currently pending before the Office of Regional Director.

B. Vishnubhai M. Patel

Litigation filed against Vishnubhai M. Patel

Civil Proceedings

1. MCL, Kanubhai Patel and Mrunal Patel filed a company petition before the Company Law Board, Regional Bench, Bombay against our Company, SEL, BHTPL, Vishnubhai M. Patel, Vasistha Patel, Nitinkumar R. Patel, Shashin V. Patel and Ravi Kapoor under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956 alleging certain irregularities in relation to corporate and other matters pertaining to BHTPL. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company" from pages 514 to 515.

2. Sarda Energy and Minerals Limited filed a suit for recovery before the 6th Joint Civil Judge, Senior Division, Nagpur against SEL, its directors and officers (including Vishnubhai M. Patel, Nitinkumar R. Patel and Shashin V. Patel) for recovery of ₹ 4.64 million as balance payment towards sale of steel and thermo – mechanically treated bars to SEL. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against SEL" on page 526.

3. Osho Venture FZE filed a civil miscellaneous application before the City Civil Court, Ahmedabad against SEL, Vishnubhai M. Patel, Ocean Bright Corporation Limited and Sadbhav Natural Resources Private Limited seeking an order directing SEL and Vishnubhai M. Patel to pay an amount of USD 6.69 million being the amount due to Osho Venture on account of purchase of the business of the Osho Subsidiaries and the prospecting licenses held by them. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against SEL" on pages 526 and 527.

Direct tax proceedings

1. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to Vishnubhai M. Patel, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2008-09. Vishnubhai M. Patel filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to Vishnubhai M. Patel along with a demand notice of ₹ 21.12 million (the "Penalty Order"). Subsequently, Vishnubhai M. Patel preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. Subsequently, Vishnubhai M. Patel filed a stay application ("**Stay Application**") before the DCIT, Central Circle 1(1), Ahmedabad seeking stay of demand made by the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad, rejected the Stay Application and directed Vishnubhai M. Patel to make payment of 50% of the total demand within the stipulated time and the remaining outstanding demand in 12 (twelve) equal installments. Vishnubhai M. Patel has paid the said demand of ₹ 21.12 million. The amount involved is ₹ 21.12 million. The matter is currently pending.

2. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to Vishnubhai M. Patel, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2009-10. Vishnubhai M. Patel filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to Vishnubhai M. Patel along with a demand notice of ₹ 43.43 million (the "Penalty Order"). Subsequently, Vishnubhai M. Patel preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. Subsequently, Vishnubhai M. Patel filed the Stay Application before the DCIT, Central Circle 1(1), Ahmedabad seeking stay of demand made by the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad, rejected the Stay Application and directed Vishnubhai M. Patel to make payment of 50% of the total demand within the stipulated time and the remaining outstanding demand in 12 (twelve) equal installments. Vishnubhai M. Patel has paid an amount of ₹ 28.10 million. The amount involved is ₹ 43.43 million. The matter is currently pending.

3. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to Vishnubhai M. Patel, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2010-11. Vishnubhai M. Patel filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to Vishnubhai M. Patel along with a demand notice of ₹ 0.50 million (the "Penalty Order"). Subsequently, Vishnubhai M. Patel preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. Subsequently, Vishnubhai M. Patel filed the Stay Application before the DCIT, Central Circle 1(1), Ahmedabad seeking stay of demand made by the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad, rejected the Stay Application and directed Vishnubhai M. Patel to make payment of 50% of the total demand within the stipulated time and the remaining outstanding demand in 12 (twelve) equal installments. Vishnubhai M. Patel has paid an amount of ₹ 0.50 million. The amount involved is ₹ 0.50 million. The matter is currently pending.

4. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to Vishnubhai M. Patel, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2011-12. Vishnubhai M. Patel filed a reply to the show cause

notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to Vishnubhai M. Patel along with a demand notice of ₹ 0.01 million (the "Penalty Order"). Subsequently, Vishnubhai M. Patel preferred an appeal before the CIT, Appeals- 1, Ahmedabad against the Penalty Order. Subsequently, Vishnubhai M. Patel filed the Stay Application before the DCIT, Central Circle 1(1), Ahmedabad seeking stay of demand made by the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad, rejected the Stay Application and directed Vishnubhai M. Patel to make payment of 50% of the total demand within the stipulated time and the remaining outstanding demand in 12 (twelve) equal installments. Vishnubhai M. Patel has paid an amount of ₹ 0.01 million. The amount involved is ₹ 0.01 million. The matter is currently pending.

5. The DCIT, Central Circle 1(1), Ahmedabad, issued a show cause notice to Vishnubhai M. Patel, seeking reasons for not imposing a penalty under Section 271AAA of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2011-12. Vishnubhai M. Patel filed a reply to the show cause notice. The DCIT, Central Circle 1(1), Ahmedabad passed an order imposing a penalty to Vishnubhai M. Patel along with a demand notice of ₹ 30.00 million (the "Penalty Order"). Subsequently, Vishnubhai M. Patel preferred an appeal before the CIT, Appeals- 11, Ahmedabad against the Penalty Order. Subsequently, Vishnubhai M. Patel filed a Stay Application before the DCIT, Central Circle 1(1), Ahmedabad seeking stay of demand made by the DCIT, Central Circle 1(1), Ahmedabad. The DCIT, Central Circle 1(1), Ahmedabad rejected the Stay Application. The amount involved is ₹ 30.00 million. The matter is currently pending.

IV. Litigation involving our Group Companies

A. DPTL

Litigation filed against DPTL

Civil Proceedings filed against DPTL

1. Salauddin Shaik (the "Petitioner") has filed a petition against Somnath Patil, a driver employed by DPTL, DPTL and The New India Assurance Company Limited (collectively, the "Respondents") under the Motor Vehicles Act, 1988, (the "Motor Vehicles Act") before the Motor Accident Claims Tribunal, Dhule (the "Tribunal"). The Petitioner has claimed from the Respondents compensation under Sections 140 and 166 of the Motor Vehicles Act for bodily injuries and permanent disablement resulting from an accident allegedly caused due to negligence of the driver. The aggregate amount involved is ₹ 0.12 million along with 18% interest from the date of application till realisation. The matter is currently pending.

2. Dhanraj Ragho Patil (the "Petitioner") filed a petition before the Motor Accident Claims Tribunal, Dhule (the "Tribunal") against Somnath Patil, a driver employed by DPTL, DPTL and The New India Assurance Company Limited (collectively, the "Respondents") under the Motor Vehicles Act. The Petitioner has allegedly claimed from the Respondents compensation under Section 140 and 166 of the Motor Vehicles Act for bodily injuries and permanent disablement resulting from an accident allegedly caused due to negligence of the driver. Somnath Patil has submitted a written statement before the Tribunal. The aggregate amount involved is ₹ 0.12 million along with 18% interest from the date of application till realisation. The matter is currently pending.

Criminal Proceedings against DPTL

1. Ananda Dagadu Mali, a police constable filed a complaint on behalf of the government against Somnath Patil, a driver at DPTL and two other drivers for an accident that occurred at Devbhane, Dhule due to the carelessness of the drivers. The matter is currently pending.

2. Chandan Harish Tolani filed an FIR at Shirpur police station against Rakesh Deore, a PRO assistant at DPTL and others under Sections 34, 323, 324, 325, 504 and 506 of the IPC for alleged manhandling by DPTL's personnel. The matter is currently pending.

Direct Tax Proceedings

1. The Income Tax Officer, Ward 10(3)(1), Mumbai (the "Assessing Officer") served an assessment order to DPTL along with a demand notice for ₹ 2.20 million in relation to assessment year 2010-11 (the "Impugned Order"). Pursuant to the Impugned Order, the Assessing Officer treated the difference between the amount paid by DPTL to the sub-contractor for utility shifting and the reimbursement claimed from NHAI for the same as income from other sources and added ₹ 10.05 million to the total income of DPTL. Subsequently, DPTL preferred an appeal before the CIT (Appeals)- 22, Mumbai, on *inter alia* the grounds that the Assessing Officer had erred *inter alia,* in (i) treating ₹ 10.05 million as income from other sources for that year and (ii) excluding dividend earned on mutual funds aggregating to ₹ 0.50 million from being credited to the capital work in progress account. The CIT (Appeals)- 22, Mumbai, partly allowed the appeal and held that the addition of the income by the Assessing Officer would be sustained to the extent of ₹ 5.62 million and not ₹ 10.05 million. The CIT (Appeals)- 22, Mumbai further held that DPTL should have accounted the difference of ₹ 5.62 million for utility shifting charges in 2010-11 instead of accounting the same in 2011-12. In addition, the CIT (Appeals)- 22, Mumbai approved the exclusion of the dividend earned on mutual funds aggregating to ₹ 0.50 million from being credited to the capital work in progress account. DPTL has preferred an appeal before the ITAT, Mumbai against the order of the CIT (Appeals)- 22, Mumbai on the ground that CIT (Appeals) – 22, Mumbai erred *inter alia,* in the treatment of ₹ 5.62 million under the head 'income from other sources'. The aggregate amount involved in the matter is ₹ 0.28 million. The matter is currently pending.

2. The Assessing Officer issued a show cause notice to DPTL, seeking reasons for not imposing a penalty under Section 271(1)(c) of the IT Act with respect to the alleged concealment of particulars of income and inaccurate particulars being furnished for assessment year 2010-11. DPTL filed a reply to the show cause notice. The matter is currently pending.

Notices

1. The NHAI had levied certain claims against DPTL on the recommendations of the Independent Engineer for failure to rectify defects and deficiencies relating to, *inter alia,* non-maintenance of emergency call boxes and failure to repair potholes and damaged pavement. The claims levied are for (i) ₹ 1.91 million as damages for failure to rectify defects or deficiencies in the DPTL Project from February 6, 2013 to July 31, 2013, (ii) ₹ 0.02 million per day as damages from August 1, 2013 and (iii) ₹ 0.01 million per day as damages from February 6, 2013 for non-maintenance of emergency call boxes. DPTL denied the claims levied against it by the NHAI. Subsequently, the Independent Engineer addressed a letter to the NHAI recommending that additional damages be levied on DPTL at the rate of ₹ 0.02 million per day with effect from April 15, 2013, aggregating to ₹ 6.2 million. DPTL, through its response to NHAI, *inter alia,* requested the NHAI and the Independent Engineer to hold a joint meeting and inspection of the DPTL Project and resolve the issue.

   Subsequently, the NHAI, through its letter, stated that DPTL had failed to comply with its O&M obligations under the DPTL Concession Agreement dated June 24, 2009 and the directions given by the NHAI and the Independent Engineer, specified through various letters and monthly O&M reports. Further, the NHAI directed DPTL to complete the work and deposit a penalty amount of ₹ 1.91 million, failing which necessary action under the concession agreement would be taken and DPTL would be intimated regarding the damages for non-compliance of its O&M obligations. The Independent Engineer, through its letter addressed to the NHAI, set out the details of pending work and DPTL's response to the same. DPTL responded to the NHAI and the Independent Engineer and denied that it had breached its O&M obligations under the concession agreement. Pursuant to a joint meeting held between DPTL, the Independent Engineer and NHAI, it was agreed that DPTL would rectify the emergency call boxes, solar blinkers and solar light and would submit an alternate proposal to avoid theft of aforementioned items in the future. Subsequently, DPTL submitted an alternate proposal to NHAI towards emergency call boxes and solar blinkers due to continuous theft. The Regional Officer, however, directed DPTL to adhere to the provisions of the DPTL Concession Agreement. The Independent Engineer has computed the damages payable for inadequate maintenance as on March 31, 2015 aggregating to ₹ 16.88 million. The NHAI has directed DPTL to deposit damages imposed by the Independent Engineer for an amount of ₹ 16.88 million for the period up to March 31, 2015. The NHAI also directed DPTL to rectify the defects recorded and communicated by the Independent Engineer, failing which NHAI would initiate action against DPTL in accordance with the DPTL Concession Agreement. Subsequently, DPTL through its letter, has requested the Project Director to refrain from recovering any amounts from the escrow account pending review of the recommendations of the Independent Engineer. DPTL issued a letter to Independent Engineer requesting it to not recommend damages with respect to the non-compliances highlighted by it. The matter is currently pending.

2. The NHAI had issued a notice to DPTL requiring DPTL to submit evidence that labour welfare cess had been deducted / deposited from the bills raised by and payments made to SEL, its EPC contractor. DPTL responded to the NHAI stating that the deposition of labour welfare cess is applicable for the EPC contracts executed on or after July 1, 2010 and as the EPC contract between DPTL and SEL was entered into on December 18, 2009 ("DPTL EPC Contract"), the deposition of labour welfare cess would not be applicable to the DPTL EPC Contract. DPTL through its letter dated January 3, 2013 requested SEL to obtain a written confirmation from the concerned authority that the deposition of labour welfare cess is not applicable to the DPTL EPC Contract. DPTL further stated that if SEL does not provide a response within 30 days of the letter, DPTL reserves the right to deduct the amounts from the balance payment due to SEL for payment as deposit to the relevant authority. The matter is currently pending.

Past penalties

DPTL has paid ₹ 95,000 to the Reserve Bank of India in relation to delay in reporting certain foreign investments under the Foreign Exchange Management Act, 1999.

Litigation filed by DPTL

Criminal Proceedings

1. Rakesh Shivaji Deore, a PRO assistant at DPTL filed an FIR at Shirpur police station against Mahinder Singh Rajput with other accused persons (the "Accused") under Sections 392, 327, 504 and 506 of the India Penal Code, 1860. The Accused had forcefully collected money from the vehicle drivers and threatened the employees of the Shirpur toll plaza. The matter is currently pending.

2. Rakesh Shivaji Deore, a PRO assistant at DPTL filed an FIR at Shirpur police station against Sachin Rajput, and Amardeep Girase under Sections 323, 324, 504 and 506 of the IPC for alleged manhandling of DPTL's personnel at Shirpur toll plaza. The matter is currently pending.

3. Samadhan Santosh Kuwar, a toll collector at DPTL filed an FIR at Shirpur police station against Ambalal Rajput, Yogesh Mahen and Rakesh Deshmukh (the "Accused") under Sections 323, 504, 427 and 34 of the IPC for allegedly damaging the premises at the Shirpur Toll Plaza, including damage to computer keyboards and barriers and abusing the staff under the influence of alcohol. The matter is currently pending.

4. Shaikh Zakir Hajir Shoukat, a senior electrician at DPTL (the "Complainant") filed an FIR at Songir police station against Vinayak Ananda Dhangar and Sonu under Sections 424, 323, 504, 506 and 34 of the IPC. The Complainant alleged that the accused had thrown stone at the Complainant's head. The matter is currently pending.

5. Harish Chandra Jadhav, a representative of DPTL (the "Complainant") filed an FIR at Songir police station against accused Bharat Sudhakar Suryawanshi under Section 379 of the IPC, for theft of the property, i.e. certain aluminum and iron plates and a truck belonging to the

Complainant. The matter is currently pending.

6. Gaurav Premanand Vispute, a helper at Songir toll plaza filed an FIR at Songir police station against Mr. Kiran bhavu and another under Sections 143, 147, 427, 323, and 504 of the IPC for manhandling and injuring the crew members of the toll plaza and damaging *inter alia* the barricades, windows at the toll plaza. The matter is currently pending.

B. MNEL

Litigation filed against MNEL

Civil Proceedings filed against MNEL

1. Vakas Mushtaque Patel and others filed a writ petition before the Bombay High Court against the State of Maharashtra, MNEL and others for quashing the notification dated December 12, 2008 issued under Section 3D (ii) of the provisions of the NH Act and notification dated December 17, 2007 issued under Section 3A(i) of the provisions of the NH Act pursuant to which a declaration was made for acquisition of land near the toll plaza stretch at village Arjun Ali. The Bombay High Court directed that status quo be maintained in respect of the possession of the land in dispute. The matter is currently pending.

2. Trambak Parbat Chavan (the "Plaintiff") filed a suit before the Civil Judge Court, Igatpuri against MNEL seeking possession of land taken on lease by MNEL and claiming arrears of rent of ₹ 0.25 million. The aggregate amount involved is ₹ 0.25 million. The Civil Judge dismissed the suit. Subsequently, the Plaintiff preferred an appeal before the District Court, Nasik. The matter is currently pending.

3. Nasik Citizen Forum (the "Petitioner") filed a public interest litigation before the Bombay High Court against State of Maharashtra, MNEL and others. The Petitioner contended that the road was depleted and was not maintained by MNEL. The Petitioner sought directions from the Bombay High Court for (i) issuance of writ of mandamus directing MNEL carry out necessary repairs of the road and dividers; and (ii) restraining MNEL from collecting toll charge, till the road is repaired. The matter is currently pending.

Notices

The NHAI has issued a notice to MNEL to provide proof of deducted and deposited labour welfare cess from the bill raised by and payments made to EPC contractor alongwith copy of relevant sub-escrow account. The matter is currently pending.

Claims before the concessioning authority

1. MNEL has filed a claim before the NHAI for delay in fulfilment of obligations of NHAI under Section X of the MNEL Concession Agreement. Pursuant to Schedule H of the MNEL Concession Agreement, NHAI was required to take necessary steps for land acquisition and handing over the acquired land to MNEL within a stipulated period for the purposes of the construction work. However, NHAI failed to provide the requisite land within the stipulated period, which resulted in delay in the execution of the construction work. There were certain other factors, not attributable to MNEL, including delays in diversion of forest land, shifting of utilities, and in construction of toll plaza, which resulted in delay in the MNEL Project, incurrence of additional expenditure on the MNEL Project and an extension of the construction work for a period from April 2009 to December 2011 (the "Extended Period"). Subsequently, MNEL filed a claim before the NHAI towards additional costs incurred due to loss of productivity of plant and equipment deployed in the Extended Period. MNEL has also requested the NHAI to confirm the extension in the concession period. The amount involved in the matter is ₹ 1,246.90 million. The matter is currently pending.

2. MNEL has filed a claim before the NHAI for additional costs incurred due to loss of productivity of manpower deployed during the Extended Period. The amount involved in the matter is ₹ 36.00 million. The matter is currently pending.

3. MNEL has filed a claim before the NHAI for additional indirect cost of site overheads incurred during the Extended Period. The amount involved in the matter is ₹ 758.30 million. The matter is currently pending.

4. MNEL has filed a claim before the NHAI for loss of profits due to extension of the contract. The amount involved in the matter is ₹ 554.00 million. The matter is currently pending.

5. MNEL has filed a claim before the NHAI for escalation due to extended stay at the construction site. The amount involved in the matter is ₹ 365.30 million. The matter is currently pending.

6. MNEL has filed a claim before the NHAI for the additional fees which were required to be paid to the independent consultant during the Extended Period. The amount involved in the matter is ₹ 25.00 million. The matter is currently pending.

7. MNEL has filed a claim before the NHAI for the additional expenditure incurred due to accumulated maintenance liabilities on the exiting two lane road during development phase and construction phase. The amount involved in the matter is ₹ 55.60 million. The matter is currently pending.

8. MNEL has filed a claim before the NHAI for the additional expenditure incurred for construction of the bus shelters. The amount involved in the matter is ₹ 6.20 million. The matter is currently pending.

9. MNEL has filed a claim before the NHAI for the additional royalty due to enhancement of royalty rates under change in law clause under the MNEL Concession Agreement. The amount involved in the matter is ₹ 93.20 million. The matter is currently pending.

10. MNEL has filed a claim before the NHAI for the additional fees paid to the lenders' engineer during the Extended Period. The amount involved in the matter is ₹ 2.70 million. The matter is currently pending.

11. MNEL has filed a claim before the NHAI for loss of toll revenue due to delay in fee notification. The provisional COD for Section 1 for a continuous stretch of 50 km was granted on December 23, 2009, in respect of which MNEL had already submitted its request for fee notification in August 2009. However, the fee notification was published in April 2010 resulting in delay of 120 days from the grant of the COD, which subsequently resulted in loss of toll revenue to MNEL. The amount involved in the matter is ₹ 182.30 million alongwith interest until date of payment. The matter is currently pending.

12. MNEL has filed a claim before the NHAI for interest on penalty for delay in completion of the road over bridge ("ROB"). NHAI had recovered a penalty from the grant due to MNEL. NHAI accepted the plea of MNEL and agreed to waive such penalty provided that MNEL submitted an undertaking to not claim any damages on account of delayed completion of the ROBs. Accordingly, MNEL had submitted the undertaking in the prescribed format. Although, NHAI reversed the damages and credited the amounts to MNEL, the interest on the amounts was not credited. The amount involved in the matter is ₹ 5.15 million. The matter is currently pending.

13. MNEL has filed a claim before the NHAI in relation to the refund of operation and maintenance damages imposed by NHAI from time to time on account of poor maintenance during the operation and maintenance period. Pursuant to clause 18.12 of the MNEL Concession Agreement, the concessionaire is required to pay damages towards operation and maintenance if the concessionaire does not maintain and repair the project highway in accordance with the specifications and standards prescribed. MNEL has contended that MNEL has been complying with all the maintenance obligations as per the provisions under the MNEL Concession Agreement and has claimed the amounts as the damages were unlawfully imposed by NHAI. The amount involved in the matter is ₹ 17.90 million along with interest. The matter is currently pending.

14. MNEL has filed a claim before the NHAI for increase in interest during the construction period on account of delay in completion of the MNEL Project. The amount involved in the matter is ₹ 570.20 million. The matter is currently pending.

15. MNEL has filed a claim before the NHAI for rent paid by MNEL due to non availability of land for construction of toll plaza building. Since, NHAI has not handed over the land at Arjunali toll plaza to MNEL. MNEL was required to take land on a leasehold basis for construction of toll plaza building and ancillary structures. The rent payable in respect of such land is liable to be revised at the rate of 5.00% every year. Additionally, MNEL had also taken land on leasehold basis at Ghoti toll plaza for a period of 3 years. The amount involved in the matter is ₹ 3.90 million. The matter is currently pending.

16. MNEL has filed a claim before the NHAI for additional expenses that would be incurred by MNEL due to extension in the concession period. Pursuant to Article III of the MNEL Concession Agreement, the concession period is to be extended by 780 days on account of delay in fulfilment of obligations of NHAI. The divestment of the MNEL Project would thus be extended by a period of 780 days. Further, MNEL would also be required to maintain the road for an additional period. The amount involved in the matter is ₹ 164.70 million. The matter is currently pending.

17. MNEL has filed a claim before the NHAI for loss of toll revenue due to stoppage of toll collection at Arjunali Toll Plaza. The stoppage was by local public in support of local leaders. The amount involved in the matter is ₹ 72.90 million. The matter is currently pending.

18. MNEL has filed a claim before the NHAI for loss of revenue due to non-payment of toll by the locals. The locals have been provided concessions on payment of toll, however, despite the same, the locals did not pay the toll at the prescribed concessional rates. The amount involved in the matter is ₹ 122.4 million. The matter is currently pending.

C. SPCT

Litigation filed against SPCT

Notices

The ACIT (CPC) has served a demand notice to SPCT aggregating to ₹ 580.00 under Section 156 of the IT Act. The aggregate amount involved is ₹ 580.00. The matter is currently pending.

D. SQWPL

Litigation filed against SQWPL

Notices

The ACIT (CPC) issued a notice of intimation under Section 143(1) of the IT Act to SQWPL in relation to the assessment year 2014-15. Subsequently, SQWPL has filed a rectification application in relation to the same. The amount involved in the matter is ₹ 0.49 million. The matter is currently pending.

Past penalties

SQWPL has paid penalty of ₹ 0.03 million to the Mines and Geology Department for late submission of stock details in Form "H" to the Mines and Geology Department.

E. SEL GKC

Arbitration proceedings

SEL GKC had filed a petition before the Patna High Court against the State of Bihar and others (the "Respondents") seeking to refrain the Respondents from *inter alia* taking any coercive steps in relation to invocation of performance advance and retention payments bank guarantees amounting to ₹ 448.30 million provided by SEL GKC to the Respondents. SEL GKC also sought for a direction from the Patna High Court to treat the contract between SEL GKC and the Respondents as terminated. The Patna High Court through its interim order restrained the Respondents from taking any coercive steps against the invocation of bank guarantee. Subsequently, the Respondents filed an interlocutory application before the Patna High Court seeking, *inter alia*, recovery of mobilisation advance money payable by SEL GKC by invoking the bank guarantee. The Patna High Court through its order with consent of the parties directed the matter to be referred to arbitration and ordered that in the event the arbitrator does not pronounce its award within the stipulated time, SEL GKC shall be under an obligation to extend the further period of validity of its bank guarantee for a period as may be fixed by the arbitrator. The matter is currently pending.

F. VMP HUF

Litigation by VMP HUF

1. VMP HUF has filed an application for rectification (the "Rectification Application") before the Wealth Tax Officer, Ward- 4 (2)(1), Ahmedabad under Section 35(1)(aa) of the Wealth Tax Act in relation to the assessment year 2008-09. VMP HUF while filing return of wealth for the assessment year 2008-09 also paid wealth tax on agricultural lands which are not subject to levy of wealth tax. VMP HUF through the Rectification Application seeks refund of the wealth tax paid in relation to the agricultural lands. The amount involved in the matter is ₹ 0.22 million together with interest from date of payment until date of refund. The matter is currently pending.

2. VMP HUF has filed an application for rectification (the "Rectification Application") before the Wealth Tax Officer, Ward- 4 (2)(1), Ahmedabad under Section 35(1)(aa) of the Wealth Tax Act in relation to the assessment year 2009-10. VMP HUF while filing return of wealth for the assessment year 2009-10 also paid wealth tax on agricultural lands which are not subject to levy of wealth tax. VMP HUF through the Rectification Application seeks refund of the wealth tax paid in relation to the agricultural lands. The amount involved in the matter is ₹ 0.22 million together with interest from date of payment until date of refund. The matter is currently pending.

3. VMP HUF has filed an application for rectification (the "Rectification Application") before the Wealth Tax Officer, Ward- 4 (2)(1), Ahmedabad under Section 35(1)(aa) of the Wealth Tax Act in relation to the assessment year 2010-11. VMP HUF while filing return of wealth for the assessment year 2010-11 also paid wealth tax on agricultural lands which are not subject to levy of wealth tax. VMP HUF through the Rectification Application seeks refund of the wealth tax paid in relation to the agricultural lands. The amount involved in the matter is ₹ 0.22 million together with interest from date of payment until date of refund. The matter is currently pending.

4. VMP HUF has filed an application for rectification (the "Rectification Application") before the Wealth Tax Officer, Ward- 4 (2)(1), Ahmedabad under Section 35(1)(aa) of the Wealth Tax Act in relation to the assessment year 2011-12. VMP HUF while filing return of wealth for the assessment year 2011-12 also paid wealth tax on agricultural lands which are not subject to levy of wealth tax. VMP HUF through the Rectification Application seeks refund of the wealth tax paid in relation to the agricultural lands. The amount involved in the matter is ₹ 0.22 million together with interest from date of payment until date of refund. The matter is currently pending.

V. Litigation involving our Directors

1. MCL, Kanubhai Patel and Mrunal Patel filed a company petition before the Company Law Board, Regional Bench, Bombay against our Company, SEL, BHTPL, Vishnubhai M. Patel, Vasistha Patel, Nitinkumar R. Patel, Shashin V. Patel and Ravi Kapoor under Sections 397 and 398 read with 399, 402 and 403 of the Companies Act, 1956 alleging certain irregularities in relation to corporate and other matters pertaining to BHTPL. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Company –

Litigation filed against our Company" on pages 514 and 515.

2. Sarda Energy and Minerals Limited filed a suit for recovery before the 6th Joint Civil Judge, Senior Division, Nagpur against SEL, its directors and officers (including Vishnubhai M. Patel, Nitinkumar R. Patel, Sandip V. Patel and Shashin V. Patel) for recovery of ₹ 4.64 million as balance payment towards sale of steel and thermo – mechanically treated bars to SEL. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against SEL" on page 526.

3. Osho Venture FZE filed a civil miscellaneous application before the City Civil Court, Ahmedabad against SEL, Vishnubhai M. Patel, Ocean Bright Corporation Limited and Sadbhav Natural Resources Private Limited seeking an order directing SEL and Vishnubhai M. Patel to pay an amount of USD 6.69 million being the amount due to Osho Venture on account of purchase of the business of the Osho Subsidiaries and the prospecting licenses held by them. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against SEL" on pages 526 and 527.

4. The DCIT, Central Circle-1(1), Ahmedabad, served assessment orders along with demand notices to Vishnubhai M. Patel in relation to the assessment years 2008-09, 2009-10, 2010-11 and 2011-12 for concealment of particulars of income and furnishing inaccurate particulars of income. Vishnubhai M. Patel has preferred appeals before the CIT, Appeals- 11, Ahmedabad against the orders of the DCIT, Central Circle-1(1), Ahmedabad. For further details, see "Outstanding Litigation and Material Developments – Litigation involving our Promoters – Litigation filed against Vishnubhai M. Patel" on pages 534 and 535.

VI. Material Developments

For details of material developments, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on page 494.

GOVERNMENT AND OTHER APPROVALS

Our Company has received the necessary consents, licenses, permissions, registrations and approvals from the Government, various governmental agencies and other statutory and/or regulatory authorities required for carrying out its present transport sector development activities and except as mentioned below, no further material approvals are required for carrying on our present transport sector development activities. Our Company undertakes to obtain all approvals and licenses and permissions required to operate our transport sector development activities. Unless otherwise stated, these approvals or licenses are valid as of the date of this Red Herring Prospectus. For further details in connection with the applicable regulatory and legal frame work, see "Regulations and Policies" beginning on page 235.

The approvals required to be obtained by our Company include the following:

1. Approvals in relation to the Issue

For details, see "Other Regulatory and Statutory Disclosures" on page 551.

2. Approvals for our Company

(a) Certificate of incorporation dated January 18, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(b) Certificate for commencement of business dated February 7, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(c) Permanent account number of our Company is AAKCS5538G.

(d) Tax deduction account number of our Company is AHMS14698F.

(e) Professional tax registration certificate number of our Company is PRC015130284.

(f) Professional tax enrolment certificate number of our Company is PE/C015132255.

(g) Service tax code number of our Company is AAKCS5538GSD001.

(h) Tax payer identification number of our Company is 27530771534C under the CST Rules and the CST Act.

(i) Tax payer identification number of our Company is 27530771534V under the Maharashtra Value Added Tax Act, 2002.

(j) Registration number of our Company is 24073405935 under the Gujarat Value Added Tax Act, 2003.

(k) Letter bearing reference number GJ/PFC/AHD/57297/ENF-II/T.1/2219 dated October 17, 2011 issued by the Assistant Provident Fund Commissioner, Employees' Provident Fund Organisation, bringing our Company under the purview of the EPF Act with effect from August 1, 2011 and allotting a code number GJ/57297 under the EPF Act to our Company.

(l) Registration Certificate of Establishment bearing registration number PII/EL/05/0004483 dated August 25, 2014 issued by the Ahmedabad Municipal Corporation registering our Company as a commercial establishment under the Bombay Shops and Establishments Act, 1948. The said registration has been renewed on January 7, 2015 and is valid till December 31, 2019.

(m) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

3. Approvals for our Subsidiaries

Our Subsidiaries operate across various business segments and are required to obtain approvals and licences for undertaking their business activities. The approvals and licenses typically obtained by our

Subsidiaries for undertaking their business activities include:

Subsidiaries undertaking operational projects

(a) **ARRIL**

(i) Certificate of incorporation dated August 31, 2006 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Certificate for commencement of business dated September 5, 2006 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(iii) Permanent account number of ARRIL is AAFCA8978H.

(iv) Tax deduction account number of ARRIL is AHMA06590D.

(v) Professional tax registration certificate number of ARRIL is PR0734000718.

(vi) Professional tax enrolment certificate number of ARRIL is PE/C015130020.

(vii) Service tax code number of ARRIL is AAFCA8978HST001.

(viii) Registration number of ARRIL is 24573404848 under the CST Rules and the CST Act.

(ix) Registration number of ARRIL is 24073404848 under the Gujarat Value Added Tax Act, 2003.

(x) Letter bearing reference number GJ/PFC/AHD/52817/ENF/1591 dated February 12, 2007 issued by the Employees' Provident Fund Organisation, Ministry of Labour, Government of India, bringing ARRIL under the purview of the EPF Act with effect from December 21, 2006 and allotting code number GJ/AHD/ 52817 under the EPF Act to ARRIL.

(xi) Letter bearing reference number 37/27863/67 dated July 8, 2009 issued by the Gujarat Regional Office, Employee State Insurance Corporation, Ahmedabad bringing ARRIL under the purview of the ESI Act, 1948 with effect from February 1, 2008 and allotting a code number under the ESI Act.

(xii) Certificate of IEC dated April 12, 2007 issued by the Regional Joint Director General of Foreign Trade, Ministry of Commerce allotting IEC number 0807000752 to ARRIL.

(xiii) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

(xiv) Registration Certificate of Establishment bearing reference number PII/EL/10/0000043 dated September 25, 2006 issued by the Ahmedabad Municipal Corporation registering ARRIL as a commercial establishment under the Maharashtra Shops and Establishments Act, 1948. The said registration has been renewed on November 19, 2014 and is valid till December 31, 2018.

(b) **AJTL**

(i) Certificate of incorporation dated January 19, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Certificate for commencement of business dated February 9, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(iii) Permanent account number of AJTL is AAGCA1318J.

(iv) Tax deduction account number of AJTL is AHMA07262D.

(v) Professional tax registration certificate number of AJTL is 27425234904P.

(vi) Service tax code number of AJTL is AAGCA1318JSD001.

(vii) Tax payer identification number of AJTL is 27425234904P under the CST Rules and the CST Act.

(viii) Letter bearing reference number MH/AB/83411/APP/ZII/2009/196 dated November 13, 2009 issued by the Office of the Assistant Provident Fund Commissioner, Aurangabad bringing AJTL under the purview of the EPF Act with effect from August 1, 2009 and allotting a code number MH/AB/83411 to AJTL.

(ix) Certificate of Registration bearing reference number AWB/1037/2010 dated June 23, 2010 issued by the Office of the Registering Officer, Aurangabad, Government of Maharashtra under the Contract Labour Act for 70 housekeeping, gatekeeping, unplanned workers and assistant to the employers of AJTL. The contract period of the contractors has been renewed on November 14, 2014 and is valid up to December 31, 2015.

(x) Registration Certificate of Establishment bearing reference number JALNA/23/5747/2011 dated June 14, 2011 issued by the Government Labour Officer, Jalna registering AJTL as a commercial establishment under the Maharashtra Shops and Establishments Act, 1948. The said registration has been renewed on March 12, 2014 and is valid up to December 31, 2015.

(xi) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

(c) **BHTPL**

(i) Certificate of incorporation dated February 22, 2010 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of BHTPL is AAECB0143L.

(iii) Tax deduction account number of BHTPL is AHMB05094F.

(iv) Professional tax registration certificate number of BHTPL is 352466471.

(v) Profession tax enrollment certificate number of BHTPL is 191434198.

(vi) Service tax code number of BHTPL is AAECB0143LSD001.

(vii) Tax payer identification number of BHTPL is 29260610969 under the Karnataka Value Added Tax Act, 2003.

(viii) Tax payer identification number of BHTPL is 29260610969 under the CST Act and CST Rules.

(ix) Letter bearing reference number GJ/PFC/AHD/57788/ENF-I/T.11/2621 dated March 20, 2012 issued by the Assistant Provident Fund Commissioner, Employees' Provident Fund Organisation, bringing BHTPL under the purview of the EPF Act with effect from November 1, 2011 and allotting a code number GJ/57788 under the EPF Act to BHTPL.

(x) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

(xi) Registration certificate of establishment bearing reference number L/C/V/1/6 V/N: 158 2014-2015 issued by Government of Karnataka, Department of Labour for registration under Karnataka Shops & Establishments Act, 1961. The registration has been renewed on January 16, 2015 and is valid until December 31, 2019.

(xii) Registration certificate bearing registration number 01/2015-RLC/BLY dated January 5, 2015 issued by the Government of India, Ministry of Labour and Environment under the Contract Labour Act for road maintenance, toll collections and security services at NH-50 from km 225/800 to 323/012 in the state of Karnataka. The registration is valid up to November 30, 2015.

(xiii) Certificate of IEC dated September 16, 2010 issued by the Office of Joint Director General of Foreign Trade, Ministry of Commerce and Industry, Government of India allotting IEC number 0810014050 to BHTPL.

(d) **HYTPL**

(i) Certificate of incorporation dated January 20, 2010 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of HYTPL is AACCH3521J.

(iii) Tax deduction account number of HYTPL is AHMH03386F.

(iv) Professional tax registration certificate number of HYTPL is 28515055719.

(v) Professional tax payer enrolment certificate number of HYTPL is 28839308708.

(vi) Service tax code number of HYTPL is AACCH3521JSD001.

(vii) Tax payer identification number of HYTPL is 36624849915 under the Andhra Pradesh Value Added Tax Act, 2005.

(viii) Tax payer identification number of HYTPL is 36624849915 (Central) under the CST Act and the CST Rules.

(ix) Letter bearing reference number GJ/PFC/AHD/58661/ENF-I/T.11/1644 dated January 2, 2013 issued by the Assistant Provident Fund Commissioner, Employees Provident Fund Organisation, bringing HYTPL under the purview of the EPF Act with effect from January 20, 2010 and allotting a code number GJ/58661 under the EPF Act to HYTPL.

(x) Certificate of Registration bearing reference number 08/2010 dated May 26, 2010, issued by the Office of the Assistant Labour Commissioner (Central) – I & Registering Officer, Hyderabad, Ministry of Labour and Employment under the Contract Labour Act for a maximum of 150 construction labourers.

(xi) Certificate of Registration bearing reference number DCL/53/2013 dated January 28, 2013 issued by the Labour Department, Government of Andhra Pradesh, registering HYTPL as a commercial establishment under the Andhra Pradesh Shops and Establishments Act, 1988. The said registration has been renewed on March 5, 2015 and is valid up to December 31, 2015.

(xii) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

(xiii) Certificate of IEC dated September 23, 2011 issued by Office of Joint Director General Foreign Trade allotting IEC number 0811015246 to HYTPL.

(e) **MBCPNL**

(i) Certificate of incorporation dated March 9, 2009 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Certificate for commencement of business dated April 15, 2009 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(iii) Permanent account number of MBCPNL is AAFCM9410L.

(iv) Tax deduction account number of MBCPNL is AHMM09605B.

(v) Professional tax registration certificate number of MBCPNL is 27140892853P.

(vi) Professional tax enrolment certificate number of MBCPNL is 99871751411P.

(vii) Service tax code number of MBCPNL is AAFCM9410LSD001.

(viii) Tax payer identification number of MBCPNL is 27140892853C under the CST Act and CST Rules.

(ix) Tax payer identification number of MBCPNL is 27140892853V under the Maharashtra Value Added Tax Act, 2002.

(x) Letter bearing reference number GJ/PFC/AHD/57298/ENF-II/T.1/2216 dated October 17, 2011 issued by the Assistant Provident Fund Commissioner, Employees Provident Fund Organisation, bringing MBCPNL under the purview of the EPF Act with effect from November 1, 2010 and allotting a code number GJ/57298 under the EPF Act to MBCPNL.

(xi) Certificate of Registration bearing reference number CL/CLA/REGN/PVT/122/Sion/DESK-20 dated July 20, 2010 issued by the Office of Registering Officer, Mumbai, Government of Maharashtra under the Contract Labour Act.

(xii) Registration Certificate of Establishment bearing registration number 760139015 / Commercial II Ward L dated April 17, 2010 issued by the Office of the Inspector registering MBCPNL as a commercial II establishment under the Maharashtra Shops and Establishments Act, 1948. The said registration has been renewed and is valid till December 31, 2016.

(xiii) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

Pending Approvals for MBCPNL

(i) Application for registration certificate under the Contract Labour Act to include details of contractors providing 27 labourers engaged in security services from May 20, 2014 to May 19, 2015 in relation to the check post at Ramtek.

(ii) Application for registration certificate under the Contract Labour Act to include details of contractors providing 39 labourers engaged in security services from May 20, 2014 to May 19, 2015 in relation to the check post at Pimpalkutti.

(iii) Application dated November 13, 2014 addressed to Assistant Commissioner of Labour, Solapur for amending the registration certificate under the Contract Labour Act to include details of contractor providing 56 labourers engaged in security services from June 1, 2014 to May 31, 2015 in relation to the check post at Solapur.

(iv) Application for registration certificate under the Contract Labour Act to include details of contractors providing 27 labourers engaged in security services from

October 1, 2014 to September 30, 2015 in relation to the check post at Saoner.

Approvals required but not obtained by MBCPNL

(i) Application has been made for obtaining registration certificate under the Contract Labour Act to include details of contractors providing 27 labourers engaged in security services from May 20, 2014 to May 19, 2015 in relation to the check post at Ramtek. However, no subsequent application for engaging services of contractors post May 19, 2015 has been made.

(ii) Application has been made for obtaining registration certificate under the Contract Labour Act to include details of contractors providing 39 labourers engaged in security services from May 20, 2014 to May 19, 2015 in relation to the check post at Pimpalkutti. However, no subsequent application for engaging services of contractors post May 19, 2015 has been made.

(f) **NSEL**

(i) Certificate of incorporation dated February 8, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Certificate for commencement of business dated February 12, 2007 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(iii) Permanent account number of NSEL is AACCN4552H.

(iv) Tax deduction account number of NSEL is AHMN03327C.

(v) Service tax code number of NSEL is AACCN4552HSD001.

(vi) Tax payer identification number of NSEL is 23206005659 under the Madhya Pradesh Value Added Tax Act, 2002.

(vii) Tax payer identification number of NSEL is 23206005659 under the CST Act and the CST Rules.

(g) **RPTPL**

(i) Certificate of incorporation dated January 25, 2010 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of RPTPL is AAECR6724P.

(iii) Tax deduction account number of RPTPL is AHMR06224B.

(iv) Service tax code number of RPTPL is AAECR6724PSD001.

(v) Tax payer identification number of RPTPL is 06982917758 under the Haryana Value Added Tax Act, 2003.

(vi) Tax payer identification number of RPTPL is 06982917758 under the CST Act and CST Rules.

(vii) Letter bearing reference number GJ/PFC/AHD/59224/ENF-1/T.11/265 dated May 14, 2013 issued by the Assistant Provident Fund Commissioner, Employees Provident Fund Organisation, bringing RPTPL under the purview of the EPF Act with effect from January 25, 2010 and allotting a code number 59224 under the EPF Act to RPTPL.

(viii) ISO 9001:2008 Certificate dated November 6, 2013 bearing registration number 44100 135194 issued by TUV Nord for operation and maintenance of toll roads, bridges and related infrastructure. The said registration is valid up to November 5, 2016.

(ix) Registration certificate bearing reference number PSA/REG/RTK/LI-RTK-2/0118599 dated November 24, 2014 issued by the Labour Department, Haryana for registration under the Punjab Shops & Commercial Establishments Act, 1958. The said registration is valid up to March 31, 2016.

(x) Certificate of IEC dated September 23, 2011 issued by Office of Joint Director General Foreign Trade allotting IEC number 0811015238 to RPTPL.

Approvals required but not obtained by RPTPL

(i) Letter dated September 11, 2014 bearing reference number 46(R)- Misc)/2014/ALK issued by the Office of the Assistant Labour Commissioner (C), Karnal, Haryana informing RPTPL that NHAI is a principal employer and requiring RPTPL to apply for license under the Contract Labour Act after obtaining a Form V from NHAI.

(ii) Letter dated November 11, 2014 addressed to the NHAI seeking advice in relation to registration under the Contract Labour Act.

Subsidiaries managing under-development projects

All applicable permits in relation to development for under-development projects required under the relevant concession agreements are required to be obtained by our EPC contractors in its own name, in accordance with the provisions of the EPC contracts entered into by us.

(a) **BRTPL**

(i) Certificate of incorporation dated December 5, 2012 issued by the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of BRTPL is AAFCB3819A.

(iii) Tax deduction account number of BRTPL is AHMB06324D.

(iv) Professional tax enrollment certificate number of BRTPL is PE/C015134373.

(v) Service tax code number of BRTPL is AAFCB3819ASD001.

(vi) Registration Certificate of Establishment bearing reference number PII/EL/01/0005106 dated December 2, 2013 issued by the Ahmedabad Municipal Corporation registering BRTPL as a commercial establishment under the Maharashtra Shops & Establishments Act, 1948. The said registration has been renewed on February 21, 2014 and is valid till December 31, 2018.

(vii) Certificate of IEC dated June 15, 2015 issued by Office of Joint Director General Foreign Trade allotting IEC number 0815005326 to BRTPL.

(b) **RHTPL**

(i) Certificate of incorporation dated April 11, 2013 issued by the Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of RHTPL is AAGCR4799A.

(iii) Tax deduction account number of RHTPL is AHMR08248C.

(iv) Service tax code number of RHTPL is AAGCR4799ASD001.

(v) Tax payer identification number of RHTPL is 06402921084 under the CST Rules and the CST Act.

(vi) Tax payer identification number of RHTPL is 06402921084 under the Haryana Value Added Tax Act, 2003.

(vii) Certificate of Registration bearing reference number 46 (R-01)/2014/ALK dated January 20, 2014 issued by the Office of the Registering Officer & Assistant Labour Commissioner (Central), Ministry of Labour and Employment under the Contract Labour Act for construction of road, bridges ETC and collection of toll.

(c) **SUTPL**

(i) Certificate of incorporation dated March 30, 2012 issued by the Registrar of Companies, Gujarat, Dadra and Nagar Haveli.

(ii) Permanent account number of SUTPL is AARCS3766K.

(iii) Tax deduction account number of SUTPL is AHMS22249D.

(iv) Professional tax enrollment certificate number of SUTPL is PE/C015134527.

(v) Service tax code number of SUTPL is AARCS3766KSD001.

(vi) Tax payer identification number of SUTPL is 08954006421 (Central) under the CST Rules and the CST Act.

(vii) Tax payer identification number of SUTPL is 08954006421 under the Rajasthan Value Added Tax Act, 2003.

(viii) Registration Certificate of Establishment dated August 13, 2014 bearing reference number PII/EL/01/0005221 issued by the Ahmedabad Municipal Corporation registering SUTPL as a commercial establishment under the Bombay Shops and Establishments Act, 1948. The said registration has been renewed on January 3, 2015 and is valid till December 31, 2019.

(ix) Certificate of IEC dated June 12, 2015 issued by the Office of Joint Director General of Foreign Trade allotting IEC number 0815005237 to SUTPL.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Issue

Our Board of Directors has approved the Issue pursuant to the resolution passed at their meeting held on October 22, 2014 and April 14, 2015 and our Shareholders have approved the Issue pursuant to a resolution passed at the EGM held on October 22, 2014 and April 15, 2015.

The Offer for Sale has been authorised by (1) Xander pursuant to resolution passed by its board of directors on May 20, 2015; and (2) Norwest pursuant to resolution passed by its board of directors on May 20, 2015. By consent letters dated August 14, 2015, Xander and Norwest have provided their consent to offer up to 3,235,762 Equity Shares and up to 3,235,762 Equity Shares, respectively. The Selling Shareholders have confirmed that they have held the Equity Shares proposed to be offered and sold in the Offer for Sale for at least one year prior to the date of filing the Draft Red Herring Prospectus and the Equity Shares proposed to be offered and sold by them are free from any lien, charge, encumbrance or contractual transfer restrictions. The Selling Shareholders have also confirmed that they are the legal and beneficial owners of the Equity Shares being offered under the Offer for Sale.

Our Company received in-principle approvals from the BSE and the NSE for the listing of the Equity Shares pursuant to letters dated June 8, 2015 and June 18, 2015, respectively.

Prohibition by SEBI or other Governmental Authorities

Our Company, our Promoters or natural persons behind SEL, our Directors, the members of the Promoter Group, the Group Companies, the persons in control of our Company and the Selling Shareholders have not been debarred from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

The companies, with which our Promoters, Directors or persons in control of our Company are or were associated as promoter, directors or persons in control have not been debarred from accessing in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

None of the entities that our Directors are associated with are associated with securities market and are registered with SEBI.

Prohibition by RBI

Neither our Company, nor our Promoters, relatives (as defined under the Companies Act, 2013) of our Promoters, Directors, Group Companies, nor the Selling Shareholders have been identified as wilful defaulters by the RBI or any other governmental authority. There are no violations of securities laws committed by them in the past or are pending against them.

Eligibility for the Issue

Our Company is eligible for the Issue in accordance with the Regulation 26(2) of the SEBI Regulations, which states as follows:

(2) "*An issuer not satisfying the condition stipulated in sub-regulation (1) may make an initial public offer if the issue is made through the book-building process and the issuer undertakes to allot, at least seventy five percent of the net offer to public, to qualified institutional buyers and to refund full subscription money if it fails to make the said minimum allotment to qualified institutional buyers.*"

We are an unlisted company not complying with the conditions specified in Regulation 26(1) of the SEBI Regulations and are therefore required to meet the conditions detailed in Regulation 26(2) of the SEBI Regulations which are set out below.

- We are complying with Regulation 26(2) of the SEBI Regulations and at least 75% of the Net Issue is proposed to be Allotted to QIBs and in the event we fail to do so, the full application monies shall be refunded to the Bidders.

- We are complying with Regulation 43(2A) of the SEBI Regulations and Non-Institutional Bidders and Retail Individual Bidders will be allocated not more than 15% and 10% of the Issuer, respectively.

Hence, we are eligible for the Issue under Regulation 26(2) of the SEBI Regulations.

Further, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted shall not be less than 1,000 failing which the entire application monies shall be refunded forthwith.

DISCLAIMER CLAUSE OF SEBI

AS REQUIRED, A COPY OF THE DRAFT RED HERRING PROSPECTUS HAS BEEN SUBMITTED TO SEBI. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED 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 THE DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGERS, KOTAK MAHINDRA CAPITAL COMPANY LIMITED, INGA CAPITAL PRIVATE LIMITED, EDELWEISS FINANCIAL SERVICES LIMITED, ICICI SECURITIES LIMITED AND MACQUARIE CAPITAL SECURITIES (INDIA) PRIVATE LIMITED HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS AND THE SELLING SHAREHOLDERS WILL BE RESPONSIBLE ONLY FOR THE STATEMENTS SPECIFICALLY CONFIRMED OR UNDERTAKEN BY THEM IN THE DRAFT RED HERRING PROSPECTUS IN RELATION TO THEMSELVES FOR THEIR RESPECTIVE PROPORTION OF THE EQUITY SHARES OFFERED BY WAY OF THE OFFER FOR SALE, THE BOOK RUNNING LEAD MANAGERS ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY AND THE SELLING SHAREHOLDERS DISCHARGE THEIR RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGERS HAVE FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED MAY 25, 2015 WHICH READS AS FOLLOWS:

WE, THE BOOK RUNNING LEAD MANAGERS TO THE ABOVE MENTIONED FORTHCOMING ISSUE, STATE AND CONFIRM AS FOLLOWS:

1. **WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIAL DOCUMENTS IN CONNECTION WITH THE FINALISATION OF THE DRAFT RED HERRING PROSPECTUS PERTAINING TO THE SAID ISSUE;**

2. **ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE COMPANY, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES, AND INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE ISSUE, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS AND OTHER PAPERS FURNISHED BY THE COMPANY AND THE SELLING SHAREHOLDERS, WE CONFIRM THAT:**

    (A) THE DRAFT RED HERRING PROSPECTUS FILED WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA ("SEBI") IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE ISSUE;

    (B) ALL THE LEGAL REQUIREMENTS RELATING TO THE ISSUE AS ALSO THE REGULATIONS, GUIDELINES, INSTRUCTIONS, ETC. FRAMED/ISSUED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA, THE CENTRAL GOVERNMENT AND ANY OTHER COMPETENT AUTHORITY IN THIS BEHALF

HAVE BEEN DULY COMPLIED WITH; AND

(C) THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED ISSUE AND SUCH DISCLOSURES ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, AS AMENDED (THE "SEBI REGULATIONS") AND OTHER APPLICABLE LEGAL REQUIREMENTS.

3. WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THE DRAFT RED HERRING PROSPECTUS ARE REGISTERED WITH SEBI AND THAT TILL DATE SUCH REGISTRATION IS VALID.

4. WE HAVE SATISFIED OURSELVES ABOUT THE CAPABILITY OF THE UNDERWRITERS TO FULFIL THEIR UNDERWRITING COMMITMENTS. - <u>NOTED FOR COMPLIANCE.</u>

5. WE CERTIFY THAT WRITTEN CONSENT FROM THE PROMOTERS HAS BEEN OBTAINED FOR INCLUSION OF THEIR EQUITY SHARES AS PART OF PROMOTER'S CONTRIBUTION SUBJECT TO LOCK-IN AND THE EQUITY SHARES PROPOSED TO FORM PART OF PROMOTER'S CONTRIBUTION SUBJECT TO LOCK-IN SHALL NOT BE DISPOSED/SOLD/TRANSFERRED BY THE PROMOTERS DURING THE PERIOD STARTING FROM THE DATE OF FILING THE DRAFT RED HERRING PROSPECTUS WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA TILL THE DATE OF COMMENCEMENT OF LOCK-IN PERIOD AS STATED IN THE DRAFT RED HERRING PROSPECTUS.

6. WE CERTIFY THAT REGULATION 33 OF THE SEBI REGULATIONS, WHICH RELATES TO EQUITY SHARES INELIGIBLE FOR COMPUTATION OF PROMOTERS' CONTRIBUTION, HAS BEEN DULY COMPLIED WITH AND APPROPRIATE DISCLOSURES AS TO COMPLIANCE WITH THE SAID REGULATION HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS. – <u>COMPLIED WITH AND</u> <u>NOTED FOR COMPLIANCE.</u>

7. WE UNDERTAKE THAT SUB-REGULATION (4) OF REGULATION 32 AND CLAUSE (C) AND (D) OF SUB-REGULATION (2) OF REGULATION 8 OF THE SEBI REGULATIONS SHALL BE COMPLIED WITH. WE CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE RECEIVED AT LEAST ONE DAY BEFORE THE OPENING OF THE ISSUE. WE UNDERTAKE THAT AUDITORS' CERTIFICATE TO THIS EFFECT SHALL BE DULY SUBMITTED TO SEBI. WE FURTHER CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTER'S CONTRIBUTION SHALL BE KEPT IN AN ESCROW ACCOUNT WITH A SCHEDULED COMMERCIAL BANK AND SHALL BE RELEASED TO THE COMPANY ALONG WITH THE PROCEEDS OF THE PUBLIC ISSUE. <u>NOT APPLICABLE.</u>

8. WE CERTIFY THAT THE PROPOSED ACTIVITIES OF THE COMPANY FOR WHICH THE FUNDS ARE BEING RAISED IN THE PRESENT ISSUE FALL WITHIN THE 'MAIN OBJECTS' LISTED IN THE OBJECT CLAUSE OF THE MEMORANDUM OF ASSOCIATION OR OTHER CHARTER OF THE COMPANY AND THAT THE ACTIVITIES WHICH HAVE BEEN CARRIED OUT UNTIL NOW ARE VALID IN TERMS OF THE OBJECT CLAUSE OF ITS MEMORANDUM OF ASSOCIATION. <u>COMPLIED WITH TO THE EXTENT APPLICABLE.</u>

9. WE CONFIRM THAT NECESSARY ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT THE MONEYS RECEIVED PURSUANT TO THE ISSUE ARE KEPT IN A SEPARATE BANK ACCOUNT AS PER THE PROVISIONS OF SUB SECTION (3) OF SECTION 73 OF THE COMPANIES ACT, 1956 AND THAT SUCH MONEYS SHALL BE RELEASED BY THE SAID BANK ONLY AFTER PERMISSION IS OBTAINED FROM ALL THE STOCK EXCHANGES MENTIONED IN THE PROSPECTUS. WE FURTHER CONFIRM THAT THE

AGREEMENT ENTERED INTO BETWEEN THE BANKERS TO THE ISSUE AND THE COMPANY SPECIFICALLY CONTAINS THIS CONDITION. - NOTED FOR COMPLIANCE. ALL MONIES RECEIVED OUT OF THE ISSUE SHALL BE CREDITED/TRANSFERRED TO A SEPARATE BANK ACCOUNT AS REFERRED TO IN SUB-SECTION (3) OF SECTION 40 OF THE COMPANIES ACT, 2013.

10. WE CERTIFY THAT A DISCLOSURE HAS BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS THAT THE INVESTORS SHALL BE GIVEN AN OPTION TO GET THE SHARES IN DEMAT OR PHYSICAL MODE. NOT APPLICABLE. UNDER SECTION 29 OF THE COMPANIES ACT, 2013, EQUITY SHARES IN THE ISSUE HAVE TO BE ISSUED IN DEMATERIALISED FORM ONLY.

11. WE CERTIFY THAT ALL THE APPLICABLE DISCLOSURES MANDATED IN THE SEBI REGULATIONS HAVE BEEN MADE IN ADDITION TO DISCLOSURES WHICH, IN OUR VIEW, ARE FAIR AND ADEQUATE TO ENABLE THE INVESTOR TO MAKE A WELL INFORMED DECISION.

12. WE CERTIFY THAT THE FOLLOWING DISCLOSURES HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS:

(A) AN UNDERTAKING FROM THE COMPANY THAT AT ANY GIVEN TIME, THERE SHALL BE ONLY ONE DENOMINATION FOR THE EQUITY SHARES OF THE COMPANY; AND

(B) AN UNDERTAKING FROM THE COMPANY THAT IT SHALL COMPLY WITH SUCH DISCLOSURE AND ACCOUNTING NORMS SPECIFIED BY SEBI FROM TIME TO TIME.

13. WE UNDERTAKE TO COMPLY WITH THE REGULATIONS PERTAINING TO ADVERTISEMENT IN TERMS OF THE SEBI REGULATIONS WHILE MAKING THE ISSUE. –NOTED FOR COMPLIANCE.

14. WE ENCLOSE A NOTE EXPLAINING HOW THE PROCESS OF DUE DILIGENCE HAS BEEN EXERCISED BY US IN VIEW OF THE NATURE OF CURRENT BUSINESS BACKGROUND OF THE COMPANY, SITUATION AT WHICH THE PROPOSED BUSINESS STANDS, THE RISK FACTORS, PROMOTERS' EXPERIENCE, ETC.

15. WE ENCLOSE A CHECKLIST CONFIRMING REGULATION-WISE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SEBI REGULATIONS, CONTAINING DETAILS SUCH AS THE REGULATION NUMBER, ITS TEXT, THE STATUS OF COMPLIANCE, PAGE NUMBER OF THE DRAFT RED HERRING PROSPECTUS WHERE THE REGULATION HAS BEEN COMPLIED WITH AND OUR COMMENTS, IF ANY.

16. WE ENCLOSE STATEMENT ON 'PRICE INFORMATION OF PAST ISSUES HANDLED BY MERCHANT BANKERS (WHO ARE RESPONSIBLE FOR PRICING THE ISSUE)', AS PER FORMAT SPECIFIED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA THROUGH CIRCULAR.

17. WE CERTIFY THAT PROFITS FROM RELATED PARTY TRANSACTIONS HAVE ARISEN FROM LEGITIMATE BUSINESS TRANSACTIONS. – COMPLIED WITH TO THE EXTENT OF THE RELATED PARTY TRANSACTIONS OF THE COMPANY, IN ACCORDANCE WITH ACCOUNTING STANDARD 18 AND INCLUDED IN THE DRAFT RED HERRING PROSPECTUS.

The filing of this Red Herring Prospectus does not, however, absolve our Company from any liabilities under Section 34 or Section 36 of the Companies Act, 2013 or from the requirement of obtaining such statutory or other clearances as may be required for the purpose of the Issue. SEBI further reserves the right to take up, at any point of time, with the BRLMs any irregularities or lapses in this Red Herring Prospectus and the Prospectus.

The filing of this Red Herring Prospectus does not absolve the Selling Shareholders from any liabilities to the extent of the statements made by them in respect of their proportion of the Equity Shares offered by such Selling

Shareholders, as part of the Offer for Sale, under Section 34 or Section 36 of the Companies Act, 2013.

All legal requirements pertaining to the Issue will be complied with at the time of filing of this Red Herring Prospectus with the RoC in terms of Section 32 of the Companies Act, 2013. All legal requirements pertaining to the Issue will be complied with at the time of registration of the Prospectus with the RoC in terms of Sections 26, 30 and 32 of the Companies Act, 2013.

Caution - Disclaimer from our Company, the Selling Shareholders and the BRLMs

Our Company, the Directors and the BRLMs accept no responsibility for statements made otherwise than in this Red Herring Prospectus or in the advertisements or any other material issued by or at our Company's instance and anyone placing reliance on any other source of information, including our Company's website www.sadbhavinfra.co.in, would be doing so at his or her own risk. The Selling Shareholders, their respective directors, affiliates, associates and officers accept/ undertake no responsibility for any statements made by any other Selling Shareholder other than those made in relation to them and to the Equity Shares offered by them respectively, by way of the Offer for Sale.

The BRLMs accept no responsibility, save to the limited extent as provided in the Offer Agreement and the Underwriting Agreement to be entered into between the Underwriters, the Selling Shareholders and our Company.

All information shall be made available by our Company, the Selling Shareholders and the BRLMs to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever, including at road show presentations, in research or sales reports, at bidding centres or elsewhere.

None among our Company, the Selling Shareholders or any member of the Syndicate is liable for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

Investors who Bid in the Issue will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the Equity Shares.

The BRLMs and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Selling Shareholders and their respective group companies, affiliates or associates or third parties in the ordinary course of business and have engaged, or may in the future engage, in commercial banking and investment banking transactions with our Company, the Selling Shareholders and their respective group companies, affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

Price information of past issues handled by the BRLMs

A. Kotak

1. Price information of past issues handled by Kotak

Sr No.	Issue Name	Issue Size (₹ in million)	Issue price (₹)	Listing date	Opening price on listing date	Closing price on listing date	% Change in Price on listing date (Closing) vs. Issue Price	Benchmark index on listing date (Closing)	Closing price as on 10th calendar day from listing day	Benchmark index as on 10th calendar days from listing day (Closing)	Closing price as on 20th calendar day from listing day	Benchmark index as on 20th calendar days from listing day (Closing)	Closing price as on 30th calendar day from listing day	Benchmark index as on 30th calendar days from listing day (Closing)
1.	Manpasand Beverages Limited	4,000.00	320.00	July 9, 2015	300.00	327.75	2.42%	8,328.55	338.90	8,609.85	367.70	8,337.00	394.25	8,564.60
2.	Adlabs Entertainment Limited(1)	3,745.94	180.00	April 6, 2015	162.20	192.65	7.03%	8,659.90	175.90	8,750.20	144.45	8,305.25	146.95	8,324.80
3.	Ortel Communications Limited	1,736.49	181.00	March 19, 2015	160.05	162.25	-10.36%	8,634.65	147.50	8,492.30	156.00	8,660.30	174.35	8,606.00

Source: www.nseindia.com

(1) *In Adlabs Entertainment Limited the issue price to retail individual investor was ₹168 per equity share after a discount of ₹12 per equity share. The Anchor Investor Issue price was ₹221 per equity share.*

NA: Not available

2. Summary statement of price information of past issues handled by Kotak

Financial Year	Total No. of IPOs	Total Funds Raised (₹ Million)	No. of IPOs trading at discount on listing date			No. of IPOs trading at premium on listing date			No. of IPOs trading at discount as on 30th calendar day from listing day			No. of IPOs trading at premium as on 30th calendar day from listing day		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25.00-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
April 1, 2015 – till date of filing of this RHP	2	7,745.94	-	-	-	-	-	2	-	-	1	-	-	1
2014-2015	1	1,736.49	-	-	1	-	-	-	-	-	1	-	-	-
2013-2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-

NA: Not available

Note: In the event any day falls on a holiday, the price/index of the immediately succeeding working day has been considered.

B. *Inga*

1. Price information of past issues handled by Inga

Sr. No	Issue Name	Issue Size (₹ In million)	Issue Price (₹)	Listing Date	Opening Price on listing date (₹)	Closing price on listing date (₹)	% change in price on listing date (Closing) vs. Issue Price	Benchmark index on listing date (Closing)	Closing price as on 10th calendar day from listing day	Benchmark index as on 10th calendar days from listing day (closing)	Closing price as on 20th calendar day from listing day	Bechmark index as on 20th calendar days from listing day (Closing)	Closing price as on 30th calendar day from listing day	Benchmark index as on 30th calendar days from listing day (Closing)
1	MEP Infrastructure Developers Limited	3,240.00	63.00	May 6, 2015	65.00	58.40	-7.30%	8,097.00	59.70	8,373.65	62.15	8,339.35	53.55	8,114.70

Notes:
Source: www.nseindia.com
In MEP Infrastructure Developers Ltd, the anchor investor issue price was ₹ 65 per equity shares
In the event any day falls on a holiday, the price/ index of the immediately succeeding working day has been considered.
All prices are according to trades on NSE and the benchmark index is the NIFTY.

2. Summary statement of price information of past issues handled by Inga

Financial Year	Total No. of IPOs	Total Funds Raised (₹ Million)	No. of IPOs trading at discount on listing date			No. of IPOs trading at premium on listing date			No. of IPOs trading at discount as on 30th calendar day from listing day			No. of IPOs trading at premium as on 30th calendar day from listing day		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25.00-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
April 1, 2015 till the date of filing this RHP	1	3,240	-	-	1	-	-	-	-	-	1	-	-	-
2014-15	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2013-14	-	-	-	-	-	-	-	-	-	-	-	-	-	-

C. *Edelweiss*

1. Price information of past issues handled by Edelweiss

Sr. No.	Issue Name	Issue Size (₹ in million)	Issue price (₹)[(a)]	Listing date	Opening price on listing date (₹)	Closing price on listing date (₹)	% Change in Price on listing date (Closing) vs. Issue Price	Benchmark index on listing date (Closing) [(b)]	Closing price as on 10th calendar day from listing day[(b)] (₹)	Benchmark index as on 10th calendar day from listing day (Closing) [(b) (c)]	Closing price as on 20th calendar day from listing day[(b)] (₹)	Benchmark index as on 20th calendar day from listing day (Closing) [(b) (c)]	Closing price as on 30th calendar day from listing day[(b)] (₹)	Benchmark index as on 30th calendar day from listing day (Closing) [(b) (c)]
1.	Inox Wind Limited*	10,205.34	325	April 9, 2015	400	438	34.77%	28,885.21	450.75	27,886.21	430.15	27,396.38	416.80	27,105.39
2.	Monte Carlo Fashions Limited	3,504.3	645	December 19, 2014	585	566.40	(12.19%)	27,371.84	526.40	27,395.73	503.35	26,908.82	473.90	28,262.01
3.	Sharda Cropchem Limited	3,518.6	156	September 23, 2014	254.1	231.45	48.37%	26,775.69	256.00	26,271.97	255.70	26,384.07	250.75	26,787.23
4.	Wonderla Holidays Limited	1,812.5	125	May 9, 2014	164.75	157.6	26.08%	22,994.23	167	24,363.05	210.1	24,556.09	216	25,580.21

Source: www.bseindia.com

** Discount of ₹15 per equity share offered to retail investors and eligible employees. All calculations are based on Issue Price of ₹325.00 per equity share.*

Notes:

(a). Based on date of listing

(b). Wherever 10th/ 20th / 30th calendar day from listing day is a holiday, the closing data of the next trading day has been considered.

(c). The S&P BSE Sensex is considered as the Benchmark Index

2. Summary statement of price information of past issues handled by Edelweiss

Financial Year	Total No. of IPOs	Total Funds Raised (₹ in million)	No. of IPOs trading at discount on listing date			No. of IPOs trading at premium on listing date			No. of IPOs trading at discount as on 30th calendar day from listing day			No. of IPOs trading at premium as on 30th calendar day from listing day		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
April 1, 2015 till date of filing of this RHP	1	10,205.34	-	-	-	-	1	-	-	-	-	-	1	-
2014-2015	3	8,835.40	-	-	1	-	2	-	-	1	-	2	-	-
2013-2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

1. *Based on date of listing.*
2. *Wherever 10th/20th/30th calendar day from listing day is a holiday, the closing data of the next trading day has been considered*
3. *The S&P BSE Sensex is considered as the Benchmark Index.*

D. I-Sec

1. Price information of past issues handled by I-Sec

Sr. No.	Issue Name	Issue size (₹ in million)	Issue price (₹ in million)	Listing date	Opening price on listing date	Closing price on listing date	% Change in Price on listing date (Closing) vs. Issue Price	Benchmark index on listing date (Closing)	Closing price as on 10th calendar day from listing day	Benchmark index as on 10th calendar day from listing day (Closing)	Closing price as on 20th calendar day from listing day	Benchmark index as on 20th calendar day from listing day (Closing)	Closing price as on 30th calendar day from listing day	Benchmark index as on 30th calendar day from listing day (Closing)
1.	Shemaroo Entertainment Limited	1,200.00	170(1)	October 1, 2014	180	171.00	0.59%	7945.55	154.00	7,859.95	160.35	7927.75	163.95	8322.20
2.	Wonderla Holidays Limited	1,812.50	125	May 9, 2014	160	157.80	26.24%	6858.80	166.80	7,263.55	212.60	7235.65	216.15	7654.60
3.	VRL Logistics Limited	4,678.78	205	April 30, 2015	288	294.10	43.46%	8181.50	279.95	8325.25	301.25	8,423.25	306.55	8433.40
4.	PNC Infratech Limited	4,884.41	378	May 26, 2015	387.00	360.50	(4.63%)	8339.35	379.45	8114.70	379.90	8.013.90	390.35	8,398.00
5.	Manpasand Beverages Limited	4,000.00	320	July 9, 2015	300.00	327.75	2.42%	8328.55	352.75	8603.45	373.05	8375.05	434.70	8525.60

(1) Discount of ₹17 per equity share offered to retail investors. All calculations are based on Issue Price of ₹170.00 per equity share

Notes:

1. *All data sourced from www.nseindia.com*
2. *Benchmark index considered is NIFTY*
3. *10th, 20th, 30th calendar day from listed day have been taken as listing day plus 10, 20 and 30 calendar days, except wherever 10th, 20th, 30th calendar day is a holiday, in which case we have considered the closing data of the next trading date/day*

2. Summary statement of price information of past issues handled by I-Sec

Fiscal Year	Total No. of IPOs	Total Funds Raised (₹ in million)	No. of IPOs trading at discount on listing date			No. of IPOs trading at premium on listing date			No. of IPOs trading at discount as on 30th calendar day from listing day			No. of IPOs trading at premium as on 30th calendar day from listing day		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
April 1, 2015- till date of the RHP	3	13,563.19	0	0	1	0	1	1	0	0	0	0	2	1
2014-15	2	3,012.50	0	0	0	0	1	1	0	0	1	1	0	0
2013-14	0	Nil	0	0	0	0	0	0	0	0	0	0	0	0

(1) Equity shares of PNC Infratech Limited are yet to be listed

E. Macquarie

Macquarie has not handled any public offerings in the last three years.

Track record of past issues handled by the BRLMs

For details regarding the track record of the BRLMs, as specified in Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by the SEBI, see the websites of the BRLMs, as set forth in the table below:

Sr. No	Name of the BRLMs	Website
1.	Kotak	http://www.investmentbank.kotak.com
2.	Inga	http://www.ingacapital.com
3.	Edelweiss	http://www.edelweissfin.com/FinancialServices/CapitalMarkets/InvestmentBanking/TrackRecord_ECM.aspx
4.	I-Sec	http://www.icicisecurities.com
5.	Macquarie	http://www.macquarie.com/in/about/disclosures/india-list-of-offer-documents

Disclaimer in respect of Jurisdiction

This Issue is being made in India to persons resident in India (including Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, Indian Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), or trusts under applicable trust law and who are authorised under their constitution to hold and invest in shares, insurance companies registered with the IRDAI, permitted provident funds and pension funds, insurance funds set up and managed by the army, navy or airforce of the Union of India and insurance funds set up and managed by the Department of Posts, India) and to FIIs, Eligible NRIs, eligible FPIs and other eligible foreign investors (viz. bilateral and multilateral development financial institution). This Red Herring Prospectus does not, however, constitute an invitation to subscribe to shares offered hereby in any jurisdiction other than India to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of the Issue will be subject to the jurisdiction of appropriate court(s) in Mumbai only.

No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that the Draft Red Herring Prospectus had been filed with SEBI for its observations and SEBI has issued its observations. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and this Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Red Herring Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of our Company, the Subsidiaries or the Selling Shareholders since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

The Equity Shares have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws. Accordingly, the Equity Shares are being offered and sold outside the United States in offshore transactions in reliance on Regulation S under the Securities Act and applicable laws of the jurisdictions where such offers and sales occur.

Disclaimer Clause of BSE

BSE Limited ("the Exchange") has given vide its letter dated June 8, 2015, permission to this Company to use the Exchange's name in this offer document as one of the stock exchanges on which this Company's securities are proposed to be listed. The Exchange has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. The Exchange does not in any manner:-

a) warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or

b) warrant that this Company's securities will be listed or will continue to be listed on the Exchange; or

c) take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that this offer document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.

Disclaimer Clause of the NSE

As required, a copy of this Offer Document has been submitted to Natinoal Stock Exchange of India Limited (hereinafter referred to as NSE). NSE has given vide its letter Ref.: NSE/LIST/30544 dated June 18, 2015 permission to the Issuer to use the Exchange's name in this Offer Document as one of the stock exchanges on which this Issuer's securities are proposed to be listed. The Exchange has scurtinized this draft offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that the offer document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completness of any of the contents of this offer document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer; its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription /acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

Filing

A copy of the Draft Red Herring Prospectus was filed with SEBI at Corporate Finance Department, Plot No.C4-A,'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051.

A copy of this Red Herring Prospectus, along with the documents required to be filed under Section 32 of the Companies Act, 2013 has been delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 26 of the Companies Act, 2013 would be delivered for registration with RoC at the Office of the Registrar of Companies, ROC Bhavan, Opposite Rupal Park Society, behind Ankur Bus Stop, Naranpura, Ahmedabad 380 013, Gujarat.

Listing

Applications have been made to the Stock Exchanges for permission to deal in and for an official quotation of the Equity Shares. BSE will be the Designated Stock Exchange with which the Basis of Allotment will be finalised.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchanges mentioned above, the Issuer and the Selling Shareholders may forthwith repay, without interest, all moneys received from the Bidders / Applicants in pursuance of this Red Herring Prospectus / Prospectus. If such money is not repaid within the prescribed time after the Issuer and the Selling Shareholders become liable to repay it, then the Issuer and every Director of the Issuer who is an officer in default may, on and from such expiry of such period, be liable to repay the money, with interest, as disclosed in this Red Herring Prospectus or the Prospectus.

Our Company and the Selling Shareholders shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all Stock Exchanges mentioned above are taken within 12 Working Days of the Bid/Issue Closing Date. Further, the Selling Shareholders confirm that they shall provide assistance to our Company, the BRLMs, as may be reasonably required and necessary, for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within 12 Working Days of the Bid/Issue Closing Date.

If our Company does not Allot Equity Shares pursuant to the Issue within 12 Working Days from the Bid/Issue Closing Date or within such timeline as prescribed by SEBI, it shall repay, without interest, all monies received from Bidders, failing which interest shall be due to be paid to the Bidders at the rate of 15% per annum for the delayed period.

Consents

Consents in writing of: (a) our Directors, our Company Secretary and Compliance Officer, our Chief Financial Officer, legal advisors, Banker/Lenders to our Company, (b) CRISIL for information pertaining to the CRISIL Report and V R Tech for information pertaining to the Technical Note, and (c) the BRLMs, the Syndicate Members, the Escrow Collection Banks, Refund Bank and the Registrar to the Issue to act in their respective capacities, have been obtained prior to filing of this Red Herring Prospectus with the RoC and filed along with a copy of this Red Herring Prospectus with the RoC as required under the Companies Act and such consents shall not be withdrawn up to the time of delivery of this Red Herring Prospectus for registration with the RoC.

In accordance with the Companies Act, 2013 and the SEBI Regulations, our Joint Auditors, M/s Manubhai & Shah, Chartered Accountants and M/s S.R.B.C & Co., LLP, Chartered Accountants, have given their written consent to the inclusion of their examination reports dated August 14, 2015 on consolidated and unconsolidated Restated Financial Statements and the statement of tax benefits dated August 14, 2015 included in this Red Herring Prospectus and such consent have not been withdrawn as on the date of this Red Herring Prospectus.

In accordance with the Companies Act, 2013 and the SEBI Regulations, the auditor of DPTL, Gianender & Associates, Chartered Accountants, have given their written consent dated August 14, 2015 to the inclusion of their audit reports on the audited financial statements included in this Red Herring Prospectus and such consent has not been withdrawn as on the date of this Red Herring Prospectus.

Experts to the Issue

Except as stated below, our Company has not obtained any expert opinions:

Our Company has received written consent from the Joint Auditors namely, M/s. Manubhai & Shah, Chartered Accountants and M/s S.R.B.C & Co. LLP, Chartered Accountants, to include their names as required under Section 26(1)(a)(v) of the Companies Act, 2013 in this Red Herring Prospectus and as "expert" as defined under section 2(38) of the Companies Act, 2013 in respect of the reports of the Joint Auditors on the consolidated Restated Financial Statements and unconsolidated Restated Financial Statements, each dated August 14, 2015 and the statement of tax benefits dated August 14, 2015 included in this Red Herring Prospectus and such consents have not been withdrawn as on the date of this Red Herring Prospectus. However, the term "expert" shall not be construed to mean an "expert" as defined under the Securities Act.

V R Tech has given its written consent to be named as an expert under Section 26 of the Companies Act, 2013 in this Red Herring Prospectus and to the inclusion of its report in the form and in the context it appears in this Red Herring Prospectus and such consent and report has not been withdrawn as on the date of this Red Herring Prospectus.

Our Company has received written consent dated August 14, 2015 from the auditor of DPTL namely, M/s Gianender & Associates, Chartered Accountants, to include their names as required under Section 26(1)(a)(v) of the Companies Act, 2013 in this Red Herring Prospectus and as "expert" as defined under section 2(38) of the Companies Act, 2013 in respect of the report of the auditors on the audited financial statements included in this Red Herring Prospectus and such consent has not been withdrawn as on the date of this Red Herring Prospectus.

Issue Expenses

The expenses of this Issue include, among others, underwriting and management fees, selling commissions, printing and distribution expenses, legal fees, statutory advertisement expenses, registrar and depository fees and listing fees. For further details of Issue expenses, see "Objects of the Issue" on page 166.

Other than the listing fees which shall be borne by the Company, the Issue expenses will be shared between our Company and the Selling Shareholders on a pro-rata basis in proportion of the Equity Shares issued and allotted by our Company in the Fresh Issue and the Equity Shares sold by the Selling Shareholders in the Offer for Sale.

Fees Payable to the Syndicate

The total fees payable to the Syndicate (including underwriting commission and selling commission and reimbursement of their out-of-pocket expense) will be as per the engagement letter dated May 25, 2015 with the BRLMs.

Commission payable to SCSBs and Registered Brokers

For details of the commission payable to SCSBs and Registered Brokers, see "Objects of the Issue" on page 166.

Fees Payable to the Registrar to the Issue

The fees payable by our Company and the Selling Shareholders to the Registrar to the Issue for processing of application, data entry, printing of Allotment Advice/CAN/refund order, preparation of refund data on magnetic tape, printing of bulk mailing register will be as per the Agreement dated May 22, 2015 entered into, between our Company, the Selling Shareholders and the Registrar to the Issue, as amended by Amendment Agreement dated May 25, 2015, a copy of which is available for inspection at the Registered Office.

The Registrar to the Issue will be reimbursed for all out-of-pocket expenses including cost of stationery, postage, stamp duty and communication expenses. Adequate funds will be provided to the Registrar to the Issue to enable it to send refund orders or Allotment advice by registered post/speed post/under certificate of posting.

The Selling Shareholders will reimburse our Company a part of the expenses incurred proportionately.

Particulars regarding public or rights issues by our Company during the last five years

Our Company has not made any public or rights issues during the five years preceding the date of this Red Herring Prospectus.

Previous issues of Equity Shares otherwise than for cash

Except as disclosed in "Capital Structure" on pages 139 and 140, our Company has not issued any Equity Shares for consideration otherwise than for cash.

Commission and Brokerage paid on previous issues of the Equity Shares

Since this is the initial public issue of Equity Shares, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares since our Company's inception.

Previous capital issue during the previous three years by listed Group Companies and subsidiaries of our Company

None of our Group Companies or Subsidiaries are listed on any Stock Exchange.

Performance vis-à-vis objects – Public/rights issue of our Company and/or listed Group Companies and associates of our Company

Our Company has not undertaken any previous public or rights issue. None of the Group Companies or subsidiaries of our Company have undertaken any public or rights issue in the last ten years preceding the date of this Red Herring Prospectus.

Outstanding Debentures or Bonds

Other than the debentures issued to (i) IL&FS Infrastructure Debt Fund Series 1 – A and IL&FS Infrastructure Debt Fund Series 1 - B under the terms of the Debenture Trust cum Mortgage Deed dated June 6, 2014; (ii) HDFC Corporate Debt Opportunities Fund, HDFC Short Term Plan and HDFC High Interest Fund Short Term Plan under terms of Debenture Trust Deed dated January 1, 2015; and (iii) ICICI Prudential Regular Savings Plan, ICICI Prudential Fixed Maturity Plan Series 75-1246 Days Plan U, ICICI Prudential Asset Management Company Limited Account, and ICICI Prudential Mutual Fund – ICICI Prudential Regular Saving Fund under the terms of the Debenture Trust Deed dated February 25, 2015, there are no outstanding debentures or bonds as of the date of filing this Red Herring Prospectus. For further details on debentures issued, see "Financial Indebtedness" on pages 454, 456, 457 and 458.

Outstanding Preference Shares

Our Company does not have any outstanding preference shares as on date of this Red Herring Prospectus.

Partly Paid-up Shares

Our Company does not have any partly paid-up Equity Shares as on the date of this Red Herring Prospectus.

Stock Market Data of Equity Shares

This being an initial public offer of our Company, the Equity Shares are not listed on any stock exchange.

Mechanism for Redressal of Investor Grievances

The agreement between the Registrar to the Issue, our Company and the Selling Shareholders provides for retention of records with the Registrar to the Issue for a period of at least three years from the last date of despatch of the letters of Allotment, demat credit and refund orders to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, application number, address of the applicant, number of Equity Shares applied for, the Bid Amount paid on submission of the Bid cum Application Form and the entity and centre where the Bid cum Application Form was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue with a copy to the relevant SCSB and the Syndicate Members at the Specified Locations or the Registered Broker with whom the Bid cum Application Form was submitted. In addition to the information indicated above, the ASBA Bidder should also specify the Designated Branch or the collection centre of the SCSB or the address of the centre of the Syndicate Member at the Specified Locations or the Registered Broker at the Broker Centre where the Bid cum Application Form was submitted by the ASBA Bidder.

Further, with respect to the Bid cum Application Forms submitted with the Registered Brokers, the investor shall also enclose the acknowledgment from the Registered Broker in addition to the documents/information mentioned hereinabove.

Disposal of Investor Grievances by our Company

Our Company estimates that the average time required by our Company or the Registrar to the Issue or the SCSB in case of ASBA Bidders, for the redressal of routine investor grievances shall be 10 Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

Our Company has constituted a Shareholder/Investor Grievance/Stakeholder Relationship Committee comprising Nitinkumar R. Patel, Vasistha Patel, Arunbhai S. Patel and Sandip V. Patel as members. For details, see “Our Management” on page 274.

Our Company has also appointed Gaurav Vesasi, Company Secretary of our Company as the Compliance Officer for the Issue and he may be contacted in case of any pre-Issue or post-Issue related problems at the following address:

Gaurav Vesasi

Sadbhav House
Opposite Law Garden
Police Chowki, Ellisbridge
Ahmedabad 380 006
Tel: (91 79) 2646 3384
Fax: (91 79) 2640 0210
Email: investor@sadbhavinfra.co.in

Changes in auditors

Except as stated below, there has been no change in the auditors during the last three years:

Name of auditor	Date of change	Reason
S.V. Ghatalia & Associates LLP, Chartered Accountants	May 8, 2014	Resignation
S.R.B.C & Co. LLP, Chartered Accountants	May 8, 2014	Appointment

Capitalisation of Reserves or Profits

Our Company has not capitalised its reserves or profits at any time during the last five years.

Revaluation of Assets

Our Company has not re-valued its assets at any time in the last five years.

SECTION VII: ISSUE INFORMATION

TERMS OF THE ISSUE

The Equity Shares being issued pursuant to this Issue are subject to the provisions of the Companies Act, the SEBI Regulations, SCRA, SCRR, the Memorandum of Association and Articles of Association, the terms of this Red Herring Prospectus, the Prospectus, the abridged prospectus, Bid cum Application Form, the Revision Form, the CAN, the Allotment Advice and other terms and conditions as may be incorporated in the Allotment Advices and other documents/certificates that may be executed in respect of the Issue. The Equity Shares shall also be subject to laws as applicable, guidelines, rules, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, the Government of India, the Stock Exchanges, the RBI, RoC and/or other authorities, as in force on the date of the Issue and to the extent applicable or such other conditions as may be prescribed by the SEBI, the RBI, the Government of India, the Stock Exchanges, the RoC and/or any other authorities while granting its approval for the Issue.

Ranking of the Equity Shares

The Equity Shares being issued and Allotted pursuant to the Issue shall be subject to the provisions of the Companies Act, the Memorandum of Association and Articles of Association and shall rank *pari-passu* in all respects with the existing Equity Shares including in respect of the rights to receive dividend. The Allottees upon Allotment of Equity Shares under the Issue, will be entitled to dividend and other corporate benefits, if any, declared by our Company after the date of Allotment. For further details, see “Main Provisions of Articles of Association” beginning on page 629.

Mode of Payment of Dividend

Our Company shall pay dividends, if declared, to the shareholders of our Company in accordance with the provisions of the Companies Act, the Memorandum of Association and Articles of Association and provisions of the Equity Listing Agreement to be entered into with the Stock Exchanges. For further details in relation to dividends, see “Dividend Policy” and “Main Provisions of the Articles of Association” beginning on pages 294 and 629, respectively.

Face Value and Issue Price

The face value of each Equity Share is ₹ 10 and the Issue Price is ₹ [●] per Equity Share. The Anchor Investor Issue Price is ₹ [●] per Equity Share.

The Price Band and the minimum Bid Lot size for the Issue will be decided by our Company and the Selling Shareholders in consultation with the BRLMs and advertised in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard and the Ahmedabad edition of the Gujarati newspaper Jaihind, (Gujarati being the regional language of Gujarat, where our Registered Office is located) each with wide circulation, at least five Working Days prior to the Bid/Issue Opening Date. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price, shall be pre-filled in the Bid cum Application Forms available at the websites of the Stock Exchanges.

At any given point of time, there shall be only one denomination of Equity Shares.

Compliance with the SEBI Regulations

Our Company shall comply with all the disclosure and accounting norms as specified by SEBI from time to time.

Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the Articles of Association, our equity shareholders shall have the following rights:

- Right to receive dividends, if declared;
- Right to attend general meetings and exercise voting rights, unless prohibited by law;
- Right to vote on a poll either in person or by proxy, in accordance with the provisions of the

Companies Act;

- Right to receive offers for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation, subject to any statutory and preferential claim being satisfied;
- Right of free transferability, subject to applicable laws including any RBI rules and regulations; and
- Such other rights, as may be available to a shareholder of a listed public company under the Companies Act, the terms of the Equity Listing Agreements with the Stock Exchange(s) and the Memorandum of Association and Articles of Association of our Company.

For a detailed description of the main provisions of the Articles of Association of our Company relating to voting rights, dividend, forfeiture and lien, transfer, transmission and/or consolidation/splitting, see "Main Provisions of Articles of Association" beginning on page 629.

Market Lot and Trading Lot

Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares shall be allotted only in dematerialised form. As per the SEBI Regulations, the trading of the Equity Shares shall only be in dematerialised form. In this context, two agreements have been signed among our Company, the respective Depositories and the Registrar to the Issue:

- Agreement dated January 11, 2011 between NSDL, our Company and the Registrar to the Issue;
- Agreement dated December 25, 2010 between CDSL, our Company and the Registrar to the Issue.

Since trading of the Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in this Issue will be only in electronic form in multiples of one Equity Share subject to a minimum Allotment of [•] Equity Shares.

Nomination facility to investors

In accordance with Section 72 of the Companies Act, 2013, the sole Bidder, or the first Bidder along with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest, in accordance with Section 72 of the Companies Act, 2013. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to equity share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale of Equity Share(s) by the person nominating. A nomination may be cancelled, or varied by nominating any other person in place of the present nominee, by the holder of the Equity Shares who has made the nomination, by giving a notice of such cancellation or variation to our Company in the prescribed form.

Any person who becomes a nominee by virtue of the provisions of Section 72 of the Companies Act, 2013 shall upon the production of such evidence as may be required by the Board, elect either:

a) to register himself or herself as the holder of the Equity Shares; or

b) to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, the Board may, at any time, give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, the Board may thereafter withhold payment of all dividends, interests, bonuses or other moneys payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Issue will be made only in dematerialized form, there is no requirement to make a separate nomination with our Company. Nominations registered with respective depository participant of the Bidder would prevail. If the Bidder wants to change the nomination, they are requested to inform their respective depository participant.

Period of operation of subscription list –

See "Issue – Bid/Issue Programme" on page 574.

Minimum Subscription

If our Company does not receive (i) the minimum subscription of 90% of the Fresh Issue; and (ii) a subscription in the Issue equivalent to at least 10% post-Issue paid up Equity Share capital of our Company (the minimum number of securities as specified under Rule 19(2)(b)(iii) of the SCRR), our Company shall forthwith refund the entire subscription money received, but not later than: (a) 15 days of the Bid/Issue Closing Date in case of a non-under written Issue; and (b) in 70 days in case of an underwritten Issue where minimum subscription including devolvement obligations paid by Underwriters is not received within 60 days from the date of Bid/ Issue Closing Date. Such application money to be refunded shall be credited only to the bank account from which the subscription was remitted. If there is a delay beyond the prescribed time, our Company shall pay interest prescribed under the Companies Act, 2013, the SEBI Regulations and applicable law. In the event the post-Issue Equity Share capital of our Company calculated at the Issue Price is lower than ₹40,000 million but is more than ₹16,000 million, then the Issue will be deemed to be undertaken in terms of Rule 19(2)(b)(ii) of the SCRR where the minimum offer to public will be at least such percentage of the post-Issue Equity Share capital which will be equivalent to ₹4,000 million calculated at the Issue Price.

The requirement for minimum subscription is not applicable to the Offer for Sale. In case of under-subscription in the Issue, the Equity Shares in the Fresh Issue will be issued prior to the sale of Equity Shares in the Offer for Sale.

If at least 75% of the Net Issue is not Allotted to QIBs, the entire application money shall be refunded forthwith.

Further, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted shall not be less than 1,000.

Arrangements for Disposal of Odd Lots

There are no arrangements for disposal of odd lots.

Restrictions on Transfer and Transmission of Equity Shares

Except for the lock-in of the pre-Issue capital of our Company, Promoter's minimum contribution and the Anchor Investor lock-in of Equity Shares as provided in "Capital Structure" from pages 141 to 143 and except as provided in the Articles of Association, there are no restrictions on transfer of Equity Shares. Further, there are no restrictions on the transmission of the Equity Shares / debentures of our Company and on their consolidation or splitting, except as provided in the Articles of Association. For details, see "Main Provisions of the Articles of Association" beginning on page 629.

Option to receive Equity Shares in Dematerialized Form

Allotment of Equity Shares to successful Bidders will only be in the dematerialized form. Bidders will not have the option of Allotment of the Equity Shares in physical form. The Equity Shares on Allotment will be traded only in the dematerialized segment of the Stock Exchanges.

ISSUE STRUCTURE

Issue of up to [●] Equity Shares for cash at price of ₹ [●] per Equity Share (including a premium of ₹ [●] per Equity Share) aggregating to ₹ [●] million comprising of a Fresh Issue of up to [●] Equity Shares aggregating to ₹ 4,250 million by our Company and the Offer for Sale of up to 6,471,524 Equity Shares aggregating to ₹ [●] million by the Selling Shareholders. The Issue comprises a Net Issue of [●] Equity Shares to the Public and a reservation of [●] Equity Shares aggregating to ₹ 250 million for Eligible Employees bidding in the Employee Reservation Portion. The Issue will constitute [●]% of the post-Issue paid-up Equity Share capital of our Company and the Net Issue will constitute [●]% of the post-Issue paid-up equity share capital of our Company.

The Issue is being made through the Book Building Process.

Particulars	**Eligible Employees**	**QIBs[1]**	**Non Institutional Bidders**	**Retail Individual Bidders**
Number of Equity Shares available for Allotment/allocation [2]	Not more than [●] Equity Shares available for allocation.	At least [●] Equity Shares.	Not more than [●] Equity Shares available for allocation.	Not more than [●] Equity Shares available for allocation.
Percentage of Issue Size available for Allotment/allocation	Approximately [●]% of the Issue Size.	At least 75% of the Net Issue Size Up to 5% of the QIB Portion (excluding the Anchor Investor Portion) will be available for allocation for mutual funds only.	Not more than 15% of the Net Issue Size.	Not more than 10% of the Net Issue Size.
Basis of Allotment/ allocation if respective category is oversubscribed	Proportionate.	Proportionate as follows (excluding the Anchor Investor Portion): (a) up to [●] Equity Shares shall be available for allocated on a proportionate basis to Mutual Funds only; and (b) [●] Equity Shares shall be allotted on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above.	Proportionate.	In the event, the Bids received from Retail Individual Bidders exceeds [●] Equity Shares, then the maximum number of Retail Individual Bidders who can be Allotted the minimum Bid Lot will be computed by dividing the total number of the Equity Shares available for Allotment to Retail Individual Bidders by the minimum Bid Lot (“Maximum RIB Allottees”). The Allotment to Retail Individual Bidders will then be made in the following manner: • In the event the number of Retail Individual

Particulars	Eligible Employees	QIBs[1]	Non Institutional Bidders	Retail Individual Bidders
				Bidders who have submitted valid Bids in the Issue is equal to or less than Maximum RIB Allottees, (i) Retail Individual Bidders shall be Allotted the minimum Bid Lot; and (ii) the balance Equity Shares, if any, remaining in the Retail Category shall be Allotted on a proportionate basis to the Retail Individual Bidders who have received Allotment as per (i) above for less than the Equity Shares Bid by them (*i.e.* who have Bid for more than the minimum Bid Lot). • In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is more than Maximum RIB Allottees, the Retail Individual Bidders (in that category) who will then be Allotted

Particulars	Eligible Employees	QIBs[1]	Non Institutional Bidders	Retail Individual Bidders
				minimum Bid Lot shall be determined on draw of lots basis. For details, see "Issue Procedure" beginning on page 576.
Mode of Bidding	ASBA and non-ASBA.	ASBA only.	ASBA only.	ASBA and non-ASBA.
Minimum Bid	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	Such number of Equity Shares that the Bid Amount exceeds ₹ 200,000 and in multiples of [●] Equity Shares thereafter.	Such number of Equity Shares that the Bid Amount exceeds ₹ 200,000 and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.
Maximum Bid	Such number of Equity Shares so that the Bid Amount does not exceed ₹ 200,000.	Such number of Equity Shares not exceeding the Issue Size, subject to applicable limits.	Such number of Equity Shares not exceeding the Issue Size, subject to applicable limits.	Such number of Equity Shares so that the Bid Amount does not exceed ₹ 200,000.
Mode of Allotment	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.
Allotment Lot	[●] Equity Shares and in multiples of one Equity Share thereafter.	[●] Equity Shares and in multiples of one Equity Share thereafter.	[●] Equity Shares and in multiples of one Equity Share thereafter.	[●] Equity Shares and in multiples of one Equity Share thereafter.
Trading Lot	One Equity Share.	One Equity Share.	One Equity Share.	One Equity Share.
Who can apply[3]	Eligible Employees.	Public financial institutions as specified in Section 2(72) of the Companies Act, 2013, scheduled commercial banks, Mutual Funds, FPIs other than category III Foreign Portfolio Investors, FIIs and sub-accounts registered with SEBI (other than a sub-account which is a foreign corporate or foreign individual), VCFs, FVCIs, AIFs multilateral	Resident Indian individuals, Eligible NRIs, HUFs (in the name of Karta), companies, corporate bodies, scientific institutions societies and trusts, Category III Foreign Portfolio Investors.	Resident Indian individuals, Eligible NRIs and HUFs (in the name of Karta).

Particulars	Eligible Employees	QIBs[1]	Non Institutional Bidders	Retail Individual Bidders
		and bilateral development financial institutions, state industrial development corporation, insurance company registered with IRDAI, provident fund (subject to applicable law) with minimum corpus of ₹ 250 million, pension fund with minimum corpus of ₹ 250 million, in accordance with applicable law and National Investment Fund set up by the Government of India, insurance funds set up and managed by army, navy or air force of the Union of India and insurance funds set up and managed by the Department of Posts, India.		
Terms of Payment	Full Bid Amount shall be payable at the time of submission of the Bid cum Application Form.[5]	Full Bid Amount shall be payable at the time of submission of the Bid cum Application Form (including for Anchor Investors)[4][5].	Full Bid Amount shall be payable at the time of submission of the Bid cum Application Form.[5]	Full Bid Amount shall be payable at the time of submission of the Bid cum Application Form.[5]

(1) *Our Company and the Selling Shareholders may allocate up to 60% of the QIB Category to Anchor Investors on a discretionary basis in accordance with the SEBI Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. For details, see "Issue Procedure" on page 576. Subject to valid Bids being received at or above the Issue Price. This Issue is being made in accordance with Rule 19(2)(b)(iii) of the SCRR and under the SEBI Regulations. In the event the post-Issue Equity Share capital of our Company calculated at the Issue Price is lower than ₹40,000 million but is more than ₹16,000 million, then the Issue will be deemed to be undertaken in terms of Rule 19(2)(b)(ii) of the SCRR where the minimum offer to public will be at least such percentage of the post-Issue Equity Share capital which will be equivalent to ₹4,000 million calculated at the Issue Price. This Issue will be made through the Book Building Process wherein at least 75% of the Net Issue will be Allotted on a proportionate basis to QIBs, provided that our Company may, in consultation with the Selling Shareholders and the BRLMs, allocate up to 60% of the QIB Category to Anchor Investors on a discretionary basis in accordance with the SEBI Regulations. 5% of the QIB Category (excluding the Anchor Investor Portion), shall be available for allocation on a proportionate basis to Mutual Funds only and the remainder of the QIB Category shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors) including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue will be available for allocation to Retail Individual Bidders in accordance with the SEBI Regulations, subject to valid Bids being received at or above the Issue Price.*

(2) *In case of joint Bids, the Bid cum Application Form should contain only the name of the first Bidder whose name should also appear as the first holder of the beneficiary account held in joint names. The signature of only such first Bidder would be required in the Bid cum Application Form and such first Bidder would be deemed to have signed on behalf of the joint holders.*

(3) *Bid Amount shall be payable by the Anchor Investors at the time of submission of the Bid cum Application Forms. The balance, if any, shall be paid within the two Working Days of the Bid/Issue Closing Date.*

(4) *In case of ASBA Bidders, the SCSBs shall be authorised to block such funds in the ASBA Account of the Bidder that are specified in the Bid cum Application Form.*

Under subscription, if any, in any category except in the QIB Category, would be met with spill-over from the other categories at the discretion of our Company and the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange.

A total of up to [●] Equity Shares shall be available for allocation on a proportionate basis to Eligible Employees, subject to valid Bids being received at or above the Issue Price. Under-subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue Portion.

Withdrawal of the Issue

Our Company and the Selling Shareholders, in consultation with the BRLMs, reserve the right not to proceed with the Issue at any time after the Bid/Issue Opening Date but before the Allotment. In such an event, our Company shall issue a public notice in the newspapers in which the pre-Issue advertisements were published, within two days of the Bid/Issue Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Issue. The BRLMs, through the Registrar to the Issue, shall notify the SCSBs to unblock the bank accounts of the ASBA Bidders within one day from the date of receipt of such notification. Our Company shall also inform the same to the Stock Exchanges on which Equity Shares are proposed to be listed.

If our Company and the Selling Shareholders withdraw the Issue after the Bid/Issue Closing Date and thereafter determine that they will proceed with a fresh issue / offer for sale of the Equity Shares, our Company shall file a fresh draft red herring prospectus with SEBI. Notwithstanding the foregoing, this Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and (ii) the final RoC approval of the Prospectus after it is filed with the RoC.

Bid/Issue Programme

BID/ISSUE OPENS ON	August 31, 2015 [1]
BID/ISSUE CLOSES ON	September 2, 2015

(1) *Our Company may, in consultation with the Selling Shareholders and the BRLMs, consider participation by Anchor Investors. The Anchor Investor Bid/Issue Period shall be one Working Day prior to the Bid / Issue Opening Date in accordance with the SEBI Regulations.*

An indicative timetable in respect of the Issue is set out below:

Event	Indicative Date
Bid/Issue Closing Date	September 2, 2015
Finalisation of Basis of Allotment with the Designated Stock Exchange	On or about September 11, 2015
Initiation of refunds	On or about September 11, 2015
Credit of Equity Shares to demat accounts of Allottees	On or about September 15, 2015
Commencement of trading of the Equity Shares on the Stock Exchanges	On or about September 18, 2015

The above timetable is indicative and does not constitute any obligation on our Company or the Selling Shareholders or the BRLMs.

While our Company and the Selling Shareholders shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Equity Shares on the Stock Exchanges are taken within 12 Working Days of the Bid/Issue Closing Date, the timetable may change due to various factors, such as extension of the Bid/Issue Period by our Company and the Selling Shareholders, revision of the Price Band or any delay in receiving the final listing and trading approval from the Stock Exchanges. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges and in accordance with the applicable laws. The Selling Shareholders confirm that they shall extend all reasonable co-operation required by our Company and the BRLMs for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares (offered by each such Selling Shareholder in the Offer for Sale) at all Stock Exchanges within 12 Working Days from the Bid/Issue Closing Date.

Except in relation to the Bids received from Anchor Investors, Bids and any revision in Bids shall be accepted **only between 10.00 a.m. and 5.00 p.m**. (Indian Standard Time, "IST") during the Bid/ Issue Period (except the Bid/Issue Closing Date) as mentioned above at the bidding centres and the Designated Branches as mentioned on the Bid cum Application Form or by members of the Syndicate at the Specified Locations or by the Registered Broker at the Broker Centre.

On the Bid/ Issue Closing Date, the Bids and any revision in the Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (IST) and shall be uploaded until (i) 4.00 p.m. (IST) in case of Bids by QIBs and Non-Institutional Bidders, and (ii) until 5.00 p.m. (IST) or such extended time as permitted by the Stock Exchanges, in case of Bids by Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion after taking into account the total number of applications received up to the closure of timings and reported by the BRLMs to the Stock Exchanges. On the Bid/Offer Closing Date, extension of time may be granted by the Stock Exchanges only for uploading the Bids received by Retail Individual Bidders after taking into account the total number of Bids received and as reported by the BRLMs to the Stock Exchanges. It is clarified that the Bids not uploaded on the electronic bidding would be rejected.

Due to limitation of time available for uploading Bids on the Bid/ Issue Closing Date, Bidders are advised to submit their Bids one day prior to the Bid/ Issue Closing Date and no later than 1.00 p.m. (IST) on the Bid/ Issue Closing Date. Bidders are cautioned that in the event a large number of Bids are received on Bid/ Issue Closing Date, as is typically experienced in public offerings, some Bids may not get uploaded due to lack of sufficient time. Such Bids that cannot be uploaded will not be considered for allocation under the Issue. Bids will be accepted only on Business Days, *i.e.*, Monday to Friday (excluding any public holiday). Our Company, the Selling Shareholders and the members of Syndicate are not liable for any failure in uploading Bids due to faults in any software/hardware system or otherwise. Any time mentioned in this Red Herring Prospectus is Indian Standard Time.

In case of any discrepancy in the data entered in the electronic book vis-a-vis the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the Bid file received from the Stock Exchanges may be taken as the final data for the purpose of Allotment. In case of discrepancy in the data entered in the electronic book vis-a-vis the data contained in the physical or electronic Bid cum Application Form, for a particular ASBA Bidder, the Registrar to the Issue shall ask the relevant SCSB or the member of the Syndicate for rectified data.

Our Company and the Selling Shareholders in consultation with the BRLMs, reserve the right to revise the Price Band during the Bid/Issue Period, provided that the Cap Price shall be less than or equal to 120% of the Floor Price and the Floor Price shall not be less than the face value of the Equity Shares. The revision in the Price Band shall not exceed 20% on either side *i.e.* the Floor Price can move up or down to the extent of 20% of the Floor Price and the Cap Price will be revised accordingly.

In case of revision in the Price Band, the Bid/Issue Period shall be extended for at least three additional Working Days after such revision, subject to the Bid/Issue Period not exceeding 10 Working Days. Any revision in Price Band, and the revised Bid/Issue Period, if applicable, shall be widely disseminated by notification to the Stock Exchanges, by issuing a press release and also by indicating the change on the websites of the BRLMs and at the terminals of the Syndicate Members.

ISSUE PROCEDURE

All Bidders should review the General Information Document for investing in public issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013 notified by SEBI (the "General Information Document") included below under section "- Part B – General Information Document", which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 and the SEBI Regulations. The General Information Document has been updated to include reference to the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 and certain notified provisions of the Companies Act, 2013 and amendments to the SEBI Regulations, to the extent applicable to a public issue. The General Information Document is also available on the websites of the Stock Exchanges, the BRLMs. Please refer to the relevant provisions of the General Information Document which are applicable to the Issue.

Our Company, the Selling Shareholders and the BRLMs do not accept any responsibility for the completeness and accuracy of the information stated in this section, and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws and do not exceed the investment limits or maximum number of the Equity Shares that can be held by them under applicable law or as specified in this Red Herring Prospectus.

PART A

Book Building Procedure

The Issue is being made through the Book Building Process wherein at least 75% of the Net Issue shall be Allotted on a proportionate basis to QIBs, provided that our Company and the Selling Shareholders may allocate up to 60% of the QIB Category to Anchor Investors on a discretionary basis, in accordance with the SEBI Regulations, of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from them at or above the Anchor Investor Allocation Price. 5% of the QIB Category (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Category shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Issue Price. If at least 75% of the Net Issue cannot be Allotted to QIBs, then the entire application money shall be refunded forthwith. Further, not more than 15% of the Net Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Issue shall be available for allocation to Retail Individual Bidders in accordance with the SEBI Regulations, subject to valid Bids being received at or above the Issue Price. [●] Equity Shares aggregating up to ₹ 250 million shall be made available for allocation on a proportionate basis to the Eligible Employees bidding in the Employee Reservation Portion, subject to valid Bids being received at or above the Issue Price.

Under-subscription, if any, in any category, except in the QIB Category, would be allowed to be met with spill over from any other category or combination of categories (including the Employee Reservation Portion), at the discretion of our Company in consultation with the Selling Shareholders and the BRLMs and the Designated Stock Exchange.

The Equity Shares, on Allotment, shall be traded only in the dematerialized segment of the Stock Exchanges.

Bid cum Application Form

Please note that there is a common Bid cum Application Form for ASBA Bidders as well as for non-ASBA Bidders. Copies of the Bid cum Application Form and the abridged prospectus will be available at the offices of the BRLMs, the Syndicate Members, the Registered Brokers, the SCSBs and the Registered Office of our Company. An electronic copy of the Bid cum Application Form will also be available on the websites of the SCSBs, the NSE (www.nseindia.com) and the BSE (www.bseindia.com) and the terminals of the Registered Brokers. Physical Bid cum Application Forms for Anchor Investors shall be made available at the offices of the BRLMs.

QIBs (other than Anchor Investors) and Non-Institutional Bidders shall mandatorily participate in the Issue only through the ASBA process. Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion can participate in the Issue through the ASBA process as well as the non-ASBA process.

Anchor Investors are not permitted to participate in the Issue through the ASBA process.

ASBA Bidders must provide bank account details in the relevant space provided in the Bid cum Application Form and the Bid cum Application Form that does not contain such details are liable to be rejected. In relation to non-ASBA Bidders, the bank account details shall be available from the depository account on the basis of the DP ID, Client ID and PAN provided by the non-ASBA Bidders in their Bid cum Application Form.

Bidders shall ensure that the Bids are made on Bid cum Application Forms bearing the stamp of a member of the Syndicate or the Registered Broker or the SCSBs, as the case may be, submitted at the Bidding centres only (except in case of electronic Bid cum Application Forms) and the Bid cum Application Forms not bearing such specified stamp are liable to be rejected.

The prescribed colour of the Bid cum Application Form for the various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians and Eligible NRIs applying on a non-repatriation basis	White
Eligible NRIs, FIIs, FPIs or FVCIs, registered Multilateral and Bilateral Development Financial Institutions applying on a repatriation basis	Blue
Anchor Investors	White
Eligible Employees bidding in the Employee Reservation Portion	Pink

* *Excluding electronic Bid cum Application Form*

Who can Bid?

In addition to the categories of Bidders set forth under "– *General Information Document for Investing in Public Issues – Category of Investors Eligible to Participate in an Issue*", the following persons are also eligible to invest in the Equity Shares under all applicable laws, regulations and guidelines, including:

- FPIs other than Category III foreign portfolio investor;
- Category III foreign portfolio investors, which are foreign corporates or foreign individuals only under the Non Institutional Investors (NIIs) category;
- Eligible Employees bidding in the Employee Reservation Portion;
- Scientific and/or industrial research organisations authorised in India to invest in the Equity Shares.

Participation by associates and affiliates of the BRLMs and the Syndicate Members

The BRLMs and the Syndicate Members shall not be allowed to purchase in this Issue in any manner, except towards fulfilling their underwriting obligations. However, the associates and affiliates of the BRLMs and the Syndicate Members may purchase the Equity Shares in the Issue, either in the QIB Category or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. All categories of investors, including associates or affiliates of the BRLMs and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

The BRLMs and any persons related to the BRLMs (other than the Mutual Funds sponsored by entities related to BRLMs) or the Promoters and the Promoter Group cannot apply in the Issue under the Anchor Investor Portion.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged with the Bid cum Application Form. Failing this, the Company and the Selling Shareholders reserve the right to reject any Bid without assigning any reason thereof. Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

No Mutual Fund scheme shall invest more than 10% of its net asset value in equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in index funds or sector or industry specific funds. No Mutual Fund under all its schemes

should own more than 10% of any company's paid-up share capital carrying voting rights.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

Bids by Eligible NRIs

Eligible NRIs may obtain copies of Bid cum Application Form from the offices of the BRLMs, the Syndicate Members, the Registered Brokers and the SCSBs. Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs (applying on a non-repatriation basis) should make payments by inward remittance in foreign exchange through normal banking channels or out of funds held in Non-Resident External ("NRE") Accounts or Foreign Currency Non-Resident ("FCNR") Accounts or Non-Resident Ordinary ("NRO") Account. Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for Residents (white in colour). Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting an NRE or FCNR or NRO Account.

Eligible NRIs intending to make payment through freely convertible foreign exchange and bidding on a repatriation basis could make payments through Indian Rupee drafts purchased abroad or cheques or bank drafts or by debits to their NRE or FCNR accounts, maintained with banks authorized by the RBI to deal in foreign exchange. Eligible NRIs bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents (blue in colour), accompanied by a bank certificate confirming that the payment has been made by debiting to the NRE or FCNR account, as the case may be. Payment for Bids by non-resident Bidder bidding on a repatriation basis will not be accepted out of NRO accounts.

Non ASBA Bids by NRIs shall be submitted only in the locations specified in the Bid cum Application Form.

Bids by FPIs (including FIIs)

On January 7, 2014, SEBI notified the SEBI FPI Regulations pursuant to which the existing classes of portfolio investors namely 'foreign institutional investors' and 'qualified foreign investors' were subsumed under a new category namely 'foreign portfolio investors' or 'FPIs'. RBI on March 13, 2014 amended the FEMA Regulations and laid down conditions and requirements with respect to investment by FPIs in Indian companies.

In terms of the SEBI FPI Regulations, an FII who holds a valid certificate of registration from SEBI shall be deemed to be a registered FPI until the expiry of the block of three years for which fees have been paid as per the SEBI FII Regulations. An FII or sub-account may, subject to payment of conversion fees under the SEBI FPI Regulations, participate in the Issue, until the expiry of its registration with the SEBI as an FII or sub-account, or if it has obtained a certificate of registration as an FPI, whichever is earlier. Accordingly, such FIIs can participate in this Issue in accordance with Schedule 2 of the FEMA Regulations. An FII shall not be eligible to invest as an FII after registering as an FPI under the SEBI FPI Regulations. Further, a qualified foreign investor who has not obtained a certificate of registration as an FPI could only continue to buy, sell or otherwise deal in securities until January 6, 2015. Accordingly, qualified foreign investors who have not registered as FPIs under the SEBI FPI Regulations shall not be eligible to participate in the Issue.

In terms of the SEBI FPI Regulations, the purchase of Equity Shares and total holding by a single FPI or an investor group (which means the same set of ultimate beneficial owner(s) investing through multiple entities) must be below 10% of our post-Issue Equity Share capital. Further, in terms of the FEMA Regulations, the total holding by each FPI shall be below 10% of the total paid-up Equity Share capital of our Company and the total holdings of all FPIs put together shall not exceed 24% of the paid-up Equity Share capital of our Company. The aggregate limit of 24% may be increased up to the sectoral cap by way of a resolution passed by the Board of Directors followed by a special resolution passed by the Shareholders of our Company and subject to prior intimation to RBI. In terms of the FEMA Regulations, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs as well as holding of FIIs (being deemed FPIs) shall be included.

The existing individual and aggregate investment limits for an FII or sub account in our Company is 10% and 24% of the total paid-up Equity Share capital of our Company, respectively.

FPIs are permitted to participate in the Issue subject to compliance with conditions and restrictions which may be specified by the Government from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 22 of the SEBI FPI Regulations, an FPI, other than Category III foreign portfolio investors and unregulated broad based funds, which are classified as Category II foreign portfolio investor by virtue of their investment manager being appropriately regulated, may issue or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by a FPI against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; and (ii) such offshore derivative instruments are issued after compliance with 'know your client' norms. An FPI is also required to ensure that no further issue or transfer of any offshore derivative instrument is made by or on behalf of it to any persons that are not regulated by an appropriate foreign regulatory authority.

Further, pursuant to a circular dated November 24, 2014 issued by the SEBI, FPIs are permitted to issue offshore derivative instruments only to subscribers that (i) meet the eligibility criteria set forth in Regulation 4 of the SEBI FPI Regulations; and (ii) do not have opaque structures, as defined under the SEBI FPI Regulations.

Bids by SEBI registered VCFs, AIFs and FVCIs

The SEBI VCF Regulations and the SEBI FVCI Regulations, *inter alia*, prescribe the investment restrictions on the VCFs and FVCIs registered with SEBI. Further, the SEBI AIF Regulations prescribe, among others, the investment restrictions on AIFs.

Accordingly, the holding by any individual VCF registered with SEBI in one venture capital undertaking should not exceed 25% of the investible funds of the VCF. Further, VCFs and FVCIs can invest only up to 33.33% of the investible funds by way of subscription to an initial public offering.

The category I and II AIFs cannot invest more than 25% of the investible funds in one investee company. A category III AIF cannot invest more than 10% of the investible funds in one investee company. A venture capital fund registered as a category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than 1/3rd of its investible funds by way of subscription to an initial public offering of a venture capital undertaking. Additionally, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the VCF Regulations until the existing fund or scheme managed by the fund is wound up and such funds shall not launch any new scheme after the notification of the SEBI AIF Regulations.

Bids by limited liability partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with the RBI, certified copies of: (i) the certificate of registration issued by the RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form, failing which our Company reserves the right to reject any Bid without assigning any reason therefor.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended (the "Banking Regulation Act"), and the Master Circular dated July 1, 2014 – Para-banking Activities, is 10% of the paid-up share capital of the investee company or 10% of the banks' own paid-up share capital and reserves, whichever is less. Further, the investment in a non-financial services company by a banking company together with its subsidiaries, associates, joint ventures, entities directly or indirectly controlled by the bank and mutual funds managed by asset management companies controlled by the banking company cannot exceed 20% of the investee company's paid-up share capital. A banking company may hold up to 30% of the paid-up share capital of the investee company with the prior approval of the RBI provided that the investee company is engaged in non-financial activities in which banking companies are permitted to engage under the Banking Regulation Act.

Bids by Eligible Employees

The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter so as to ensure that the Bid Price payable by the Eligible Employee does not exceed ₹200,000. The Allotment in the Employee Reservation Portion will be on a proportionate basis. Eligible Employees under the Employee Reservation Portion may Bid at Cut-off Price.

Bids under Employee Reservation Portion by Eligible Employees shall be:

(a) Made only in the prescribed Bid cum Application Form or Revision Form (*i.e.* pink colour form).

(b) The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter so as to ensure that the Bid Amount payable by the Eligible Employee does not exceed ₹200,000. The maximum Bid in this category by an Eligible Employee cannot exceed ₹200,000.

(c) Eligible Employees should mention their employee number at the relevant place in the Bid cum Application Form.

(d) The Bidder should be an Eligible Employee as defined above. In case of joint bids, the first Bidder shall be an Eligible Employee.

(e) Only Eligible Employees would be eligible to apply in this Issue under the Employee Reservation Portion.

(f) Bids by Eligible Employees will have to Bid like any other Bidder. Only those Bids, which are received at or above the Issue Price, would be considered for Allotment under this category.

(g) Eligible Employees can apply at Cut-off Price. The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter subject to a maximum Bid Amount of ₹200,000.

(h) Bid by Eligible Employees can be made also in the "Net Issue to the Public" and such Bids shall not be treated as multiple Bids.

(i) If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full allocation shall be made to the Eligible Employees to the extent of their demand.

(j) Under-subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue. In case of under-subscription in the Net Issue, spill over to the extent of under-subscription shall be permitted from the Employee Reservation Portion subject to the Net Issue constituting 10% of the post-Issue share capital of the Company.

(k) If the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, the allocation shall be made on a proportionate basis. For the method of proportionate basis of allocation, refer to "Issue Procedure – Allotment Procedure and Basis of Allotment" from pages 617 to 618.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, Eligible FPIs (including FIIs), Mutual Funds, insurance companies and provident funds with a minimum corpus of ₹250 million and pension funds with a minimum corpus of ₹250 million (in each case, subject to applicable law and in accordance with their respective constitutional documents), a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws, as applicable must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reasons thereof.

Bids by insurance companies

In case of Bids made by insurance companies registered with the IRDAI, a certified copy of certificate of registration issued by IRDAI must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid without assigning any reason thereof.

The exposure norms for insurers, prescribed under the Insurance Regulatory and Development Authority (Investment) Regulations, 2000, as amended, are broadly set forth below:

(a) equity shares of a company: the lower of 10% of the outstanding equity shares (face value) or 10% of the respective fund in case of life insurer or 10% of investment assets in case of general insurer or reinsurer;

(b) the entire group of the investee company: not more than 15% of the respective fund in case of a life insurer or 15% of investment assets in case of a general insurer or reinsurer or 15% of the investment assets in all companies belonging to the group, whichever is lower; and

(c) the industry sector in which the investee company operates: not more than 15% of the fund of a life insurer or a general insurer or a reinsurer or 15% of the investment asset, whichever is lower.

The maximum exposure limit, in case of an investment in equity shares, cannot exceed the lower of an amount of 10% of the investment assets of a life insurer or a general insurer and the amounts calculated under points (a), (b) and (c) above, as the case may be.

Insurance Companies participating in this Issue shall comply with all applicable regulations, guidelines and circulars issued by IRDAI from time to time.

Bids by SCSBs

SCSBs participating in the Issue are required to comply with the terms of the SEBI circulars dated September 13, 2012 and January 2, 2013. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for ASBA applications.

Bids by provident funds/pension funds

In case of Bids made by provident funds/pension funds, subject to applicable laws, with minimum corpus of ₹250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason thereof.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLMs are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that any single Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable law or regulation or as specified in this Red Herring Prospectus.

General Instructions

***Do's*:**

1. Check if you are eligible to apply as per the terms of the Red Herring Prospectus and under applicable law;

2. Ensure that you have Bid within the Price Band;

3. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;

4. Ensure that the details about the PAN, DP ID and Client ID are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in the dematerialised form only;

5. Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of the Syndicate or Registered Broker or SCSB (except in case of electronic forms).

6. In relation to the ASBA Bids, ensure that your Bid cum Application Form is submitted either at a Designated Branch of a SCSB where the ASBA Account is maintained or with the Syndicate in the

Specified Locations or with a Registered Broker at the Broker Centres, and not to the Escrow Collection Banks (assuming that such bank is not a SCSB) or to our Company or the Selling Shareholders or the Registrar to the Issue;

7. With respect to the ASBA Bids, ensure that the Bid cum Application Form is signed by the account holder in case the applicant is not the account holder. Ensure that you have mentioned the correct bank account number in the Bid cum Application Form;

8. QIBs (other than Anchor Investors) and the Non-Institutional Bidders should submit their Bids through the ASBA process only;

9. With respect to Bids by SCSBs, ensure that you have a separate account in your own name with any other SCSB having clear demarcated funds for applying under the ASBA process and that such separate account (with any other SCSB) is used as the ASBA Account with respect to your Bid;

10. Ensure that you request for and receive a TRS for all your Bid options;

11. Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the Bid cum Application Form under the ASBA process to the respective member of the Syndicate (in the Specified Locations), the SCSBs or the Registered Broker (at the Broker Centres);

12. Ensure that you have funds equal to the Bid Amount in your bank account before submitting the Bid cum Application Form under non-ASBA process to the Syndicate or the Registered Brokers;

13. With respect to non-ASBA Bids, ensure that the full Bid Amount is paid for the Bids and with respect to ASBA Bids, ensure funds equivalent to the Bid Amount are blocked;

14. Instruct your respective banks to not release the funds blocked in the ASBA Account under the ASBA process;

15. Submit revised Bids to the same member of the Syndicate, SCSB or Registered Broker, as applicable, through whom the original Bid was placed and obtain a revised TRS;

16. Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of the SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, and (ii) Bids by persons resident in the state of Sikkim, who, in terms of the SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the demographic details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the demographic details evidencing the same;

17. Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects;

18. Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;

19. Ensure that the signature of the First Bidder in case of joint Bids, is included in the Bid cum Application Forms;

20. Ensure that the name(s) given in the Bid cum Application Form is/are exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case of joint Bids, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names;

21. Ensure that the category and sub-category is indicated;

22. Ensure that in case of Bids under power of attorney or by limited companies, corporate, trust etc.,

relevant documents are submitted;

23. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;

24. Ensure that the DP ID, the Client ID and the PAN mentioned in the Bid cum Application Form and entered into the electronic bidding of the Stock Exchanges by the Syndicate, the SCSBs or the Registered Brokers, as the case may be, match with the DP ID, Client ID and PAN available in the Depository database;

25. In relation to the ASBA Bids, ensure that you use the Bid cum Application Form bearing the stamp of the Syndicate (in the Specified Locations) and/or relevant SCSB and/ or the Designated Branch and/ or the Registered Broker at the Broker Centres (except in case of electronic forms);

26. Ensure that you tick the correct investor category, as applicable, in the Bid cum Application Form to ensure proper upload of your Bid in the online IPO system of the Stock Exchanges;

27. Ensure that the Bid cum Application Forms are delivered by the Bidders within the time prescribed as per the Bid cum Application Form and the Red Herring Prospectus;

28. ASBA Bidders bidding through a member of the Syndicate should ensure that the Bid cum Application Form is submitted to a member of the Syndicate only in the Specified Locations and that the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has named at least one branch at that location for the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries, updated from time to time). ASBA Bidders bidding through a Registered Broker should ensure that the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has named at least one branch at that location for the Registered Brokers to deposit Bid cum Application Forms;

29. Ensure that you have mentioned the correct ASBA Account number in the Bid cum Application Form;

30. Ensure that the entire Bid Amount is paid at the time of submission of the Bid or in relation to the ASBA Bids, ensure that you have correctly signed the authorization/undertaking box in the Bid cum Application Form, or have otherwise provided an authorisation to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form; and

31. In relation to the ASBA Bids, ensure that you receive an acknowledgement from the Designated Branch of the SCSB or from the member of the Syndicate in the Specified Locations or from the Registered Broker at the Broker Centres, as the case may be, for the submission of your Bid cum Application Form.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Don'ts:

1. Do not Bid for lower than the minimum Bid size;

2. Do not Bid/revise Bid Amount to less than the Floor Price or higher than the Cap Price;

3. Do not Bid on another Bid cum Application Form after you have submitted a Bid to the Syndicate, the SCSBs or the Registered Brokers, as applicable;

4. Do not pay the Bid Amount in cash, by money order or by postal order or by stockinvest;

5. If you are an ASBA Bidder, the payment of the Bid Amount in any mode other than blocked amounts in the bank account maintained with an SCSB shall not be accepted under the ASBA process;

6. Do not send Bid cum Application Forms by post; instead submit the same to the Syndicate, the SCSBs or the Registered Brokers only;

7. Do not submit the Bid cum Application Forms to the Escrow Collection Bank(s) (assuming that such bank is not a SCSB), our Company, the Selling Shareholders or the Registrar to the Issue;

8. Do not Bid on a physical Bid cum Application Form that does not have the stamp of the Syndicate, the Registered Brokers or the SCSBs;

9. Anchor Investors should not Bid through the ASBA process;

10. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Bidders);

11. Do not Bid for a Bid Amount exceeding ₹200,000 (for Bids by Retail Individual Bidders and Eligible Employees bidding under the Employee Reservation Portion);

12. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the Issue size and/ or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of the Red Herring Prospectus;

13. Do not submit the GIR number instead of the PAN;

14. In case you are a Bidder other than an ASBA Bidder, do not submit the Bid without payment of the entire Bid Amount. In case you are an ASBA Bidder, do not submit the Bid without ensuring that funds equivalent to the entire Bid Amount are blocked in the relevant ASBA Account;

15. In case you are an ASBA Bidder, do not instruct your respective banks to release the funds blocked in the ASBA Account;

16. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue;

17. Do not submit Bids on plain paper or on incomplete or illegible Bid cum Application Forms or on Bid cum Application Forms in a colour prescribed for another category of Bidder;

18. If you are a QIB, do not submit your Bid after 3.00 pm on the Bid/Issue Closing Date for QIBs;

19. If you are a Non-Institutional Bidder or Retail Individual Investor, do not submit your Bid after 3.00 pm on the Bid/Issue Closing Date;

20. Do not Bid if you are not competent to contract under the Indian Contract Act, 1872, as amended (other than minors having valid depository accounts as per Demographic Details provided by the Depositories);

21. In case of ASBA Bidders, do not submit more than five Bid cum Application Forms per ASBA Account;

22. Do not submit ASBA Bids to a member of the Syndicate at a location other than the Specified Locations or to the brokers other than the Registered Brokers at a location other than the Broker Centres;

23. Do not submit ASBA Bids to a member of the Syndicate in the Specified Locations unless the SCSB where the ASBA Account is maintained, as specified in the Bid cum Application Form, has named at least one branch in the relevant Specified Location, for the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI at http://www.sebi.gov.in/sebiweb/home/ list/5/33/0/0/Recognised-Intermediaries, updated from time to time); and

24. Do not submit ASBA Bids to a Registered Broker unless the SCSB where the ASBA Account is maintained, as specified in the Bid cum Application Form, has named at least one branch in that location for the Registered Broker to deposit the Bid cum Application Forms.

25. For Bids by QIB Bidders and Non-Institutional Bidders, do not withdraw your Bids or lower the size of your Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Payment instructions

In terms of RBI circular no. DPSS.CO.CHD.No./133/04.07.05/2013-14 dated July 16, 2013, non-CTS 2010 standard compliant cheques are processed in three CTS centres twice a week till October 31, 2014 and once a week from November 1, 2014 onwards. In order to enable listing and trading of Equity Shares within 12 Working Days of the Bid/Issue Closing Date, investors are advised to use CTS cheques or use the ASBA facility to make payment.

BIDDERS ARE CAUTIONED THAT BID CUM APPLICATION FORMS ACCOMPANIED BY NON-CTS CHEQUES ARE LIABLE TO BE REJECTED,

PLEASE NOTE THAT IN THE EVENT OF A DELAY BEYOND SIX WORKING DAYS FROM THE BID/ISSUE CLOSING DATE IN CLEARING THE CHEQUES ACCOMPANYING THE BID CUM APPLICATION FORMS, FOR ANY REASON WHATSOEVER, SUCH BID CUM APPLICATION FORMS WILL BE LIABLE TO BE REJECTED.

Payment into Escrow Account for non-ASBA Bidders

The payment instruments for payment into the Escrow Account should be drawn in favour of:

(a) In case of resident Retail Individual Bidders: "SIPL Public Issue - R"

(b) In case of Non-Resident Retail Individual Bidders: "SIPL Public Issue - NR"

(c) In case of Eligible Employees bidding in the Employee Reservation Portion: "SIPL Public Issue Escrow Eligible Employee"

Our Company and the Selling Shareholders in consultation with the BRLMs, in its absolute discretion, will decide the list of Anchor Investors to whom the CAN will be sent, pursuant to which the details of the Equity Shares allocated to them in their respective names will be notified to such Anchor Investors. For Anchor Investors, the payment instruments for payment into the Escrow Account should be drawn in favour of:

(a) In case of resident Anchor Investors: "SIPL Public Issue – Escrow – Anchor Investors - R"

(b) In case of Non-Resident Anchor Investors: "SIPL Public Issue – Escrow – Anchor Investors - NR"

Pre- Issue Advertisement

Subject to Section 30 of the Companies Act, 2013, our Company shall, after registering the Red Herring Prospectus with the RoC, publish a pre-Issue advertisement, in the form prescribed by the SEBI Regulations, in all editions of the English national newspaper Business Standard, all editions of the Hindi national newspaper Business Standard and the Ahmedabad edition of the Gujarati newspaper Jaihind, (Gujarati being the regional language of Gujarat, where our Registered Office is located) each with wide circulation

Signing of the Underwriting Agreement and the RoC Filing

(a) Our Company, the Selling Shareholders and the Syndicate intend to enter into an Underwriting Agreement after the finalisation of the Issue Price.

(b) After signing the Underwriting Agreement, an updated Red Herring Prospectus will be filed with the RoC in accordance with the applicable law, which then would be termed as the 'Prospectus'. The Prospectus will contain details of the Issue Price, the Anchor Investor Issue Price, Issue size, and underwriting arrangements and will be complete in all material respects.

Changes proposed by the Board of SEBI in Issue Procedure

SEBI, in its board meeting held on June 23, 2015, has approved certain changes in the issue procedure for initial public offerings including reducing the time period for listing of securities from the existing requirement of 12 working days from the issue closing date to 6 working days from the issue closing date, making ASBA process mandatory for all investors, allowing registrar and share transfer agents and depository participants to accept application forms (both physical as well as online) and make bids on the stock exchange platform. These changes will be applicable for public issues which open on or after January 1, 2016. In the event that the Bid/Issue Opening Date for this Issue is proposed to be on or after January 1, 2016, then we will have to undertake to make suitable changes to the "Issue Procedure" section and other sections of this Red Herring Prospectus prior to filing with SEBI and the RoC based on the mechanism and guidelines provided by SEBI in this regard.

Undertakings by our Company

Our Company undertakes the following that:

- if our Company or Selling Shareholders do not proceed with the Issue after the Bid / Issue Closing Date, the reason thereof shall be given as a public notice to be issued by our Company within two days of the Bid/Issue Closing Date. The public notice shall be issued in the same newspapers where the pre-Issue advertisements were published. The stock exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;

- if our Company and the Selling Shareholders withdraw the Issue after the Bid/Issue Closing Date, our Company shall be required to file a fresh offer document with the RoC/ SEBI, in the event our Company and/or any Selling Shareholder subsequently decides to proceed with the Issue;

- the complaints received in respect of the Issue shall be attended to by our Company expeditiously and satisfactorily;

- all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed are taken within 12 Working Days of the Bid/Issue Closing Date;

- Allotment letters shall be issued or application money shall be refunded within 15 days from the Bid/Issue Closing Date or such lesser time specified by SEBI, else application money shall be refunded forthwith, failing which interest shall be due to the applicants at the rate of 15% per annum for the delayed period;

- the funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the Issue by our Company;

- where refunds are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within 15 days from the Bid/Issue Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;

- the certificates of the securities/ refund orders to Eligible NRIs shall be despatched within specified time;

- no further issue of the Equity Shares shall be made till the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are refunded on account of non-listing, under-subscription, etc.;

- adequate arrangements shall be made to collect all Bid cum Application Forms under the ASBA process and to consider them similar to non-ASBA Bids while finalising the Basis of Allotment.

Undertakings by the Selling Shareholders

Each Selling Shareholder severally undertakes that:

- the Equity Shares being sold by it pursuant to the Issue, have been held by it for a period of at least one year prior to the date of filing the Draft Red Herring Prospectus with SEBI, are fully paid-up and are in dematerialised form;

- it is the legal and beneficial owner of, and has full title to, the Equity Shares being sold in the Issue;

- the Equity Shares being sold by it pursuant to the Issue are free and clear of any liens or encumbrances and shall be transferred to the investors within the time specified under applicable law;

- it shall provide all reasonable co-operation as requested by our Company in relation to the completion of Allotment and dispatch of the Allotment Advice and CAN, if required, and refund orders to the extent of the Equity Shares offered by it pursuant to the Issue;
- it shall provide such reasonable support and extend such reasonable cooperation as may be required by our Company and the BRLMs in redressal of such investor grievances that pertain to the Equity Shares held by it and being offered pursuant to the Issue. The Selling Shareholders have authorised the Compliance Officer and Registrar to the Issue to redress such investor grievances;
- funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed in the Red Herring Prospectus and Prospectus shall be made available to the Registrar to the Issue by the Selling Shareholders;
- it shall provide such reasonable support and extend such reasonable co-operation as may be required by our Company in sending a suitable communication, where refunds are made through electronic transfer of funds, to the applicant within 15 days from the Bid/Issue Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;
- it shall not have recourse to the proceeds of the Issue until final approval for trading of the Equity Shares from all Stock Exchanges where listing is sought has been received;
- if the Selling Shareholders do not proceed with the Issue after the Bid/ Issue Closing Date, the reason thereof shall be given by our Company as a public notice within two days of the Bid/ Issue Closing Date. The public notice shall be issued in the same newspapers where the pre- Issue advertisements were published. The stock exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly. It shall extend all reasonable cooperation requested by our Company and the BRLMs in this regard;
- it shall not further transfer the Equity Shares offered in the Offer for Sale except in the Issue during the period commencing from submission of the Draft Red Herring Prospectus with SEBI until the final trading approvals from all the Stock Exchanges have been obtained for the Equity Shares Allotted/ to be Allotted pursuant to the Issue and shall not sell, dispose of in any manner or create any lien, charge or encumbrance on the Equity Shares offered by it in the Issue;
- it shall take all such steps as may be required to ensure that the Equity Shares being sold by it pursuant to the Issue are available for transfer in the Issue within the time specified under applicable law; and
- it shall comply with all applicable laws, in India, including the Companies Act, the SEBI Regulations, the FEMA and the applicable circulars, guidelines and regulations issued by SEBI and RBI, each in relation to the Equity Shares offered by it in the Issue.

Utilisation of Issue proceeds

The Board of Directors certify that:

- all monies received out of the Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013;
- details of all monies utilised out of the Issue shall be disclosed, and continue to be disclosed till the time any part of the Issue proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised;
- details of all unutilised monies out of the Issue, if any shall be disclosed under an appropriate separate head in the balance sheet indicating the form in which such unutilised monies have been invested;
- the utilisation of monies received under the Promoters' contribution, if any, shall be disclosed, and continue to be disclosed till the time any part of the Issue proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised; and
- the details of all unutilised monies out of the funds received under the Promoters' contribution, if any,

shall be disclosed under a separate head in the balance sheet of our Company indicating the form in which such unutilised monies have been invested.

The Selling Shareholders along with our Company declare that all monies received out of the Issue shall be credited/ transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013.

PART B

General Information Document for Investing in Public Issues

This General Information Document highlights the key rules, processes and procedures applicable to public issues in accordance with the provisions of the Companies Act, 2013 (to the extent notified and in effect), the Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon the notification of the Companies Act, 2013), the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009. Bidders/Applicants should not construe the contents of this General Information Document as legal advice and should consult their own legal counsel and other advisors in relation to the legal matters concerning the Issue. For taking an investment decision, the Bidders/Applicants should rely on their own examination of the Issuer and the Issue, and should carefully read the Red Herring Prospectus/Prospectus before investing in the Issue.

SECTION 1: PURPOSE OF THE GENERAL INFORMATION DOCUMENT (GID)

This document is applicable to the public issues undertaken through the Book-Building process as well as to the Fixed Price Issues. The purpose of the "General Information Document for Investing in Public Issues" is to provide general guidance to potential Bidders/Applicants in IPOs and FPOs, on the processes and procedures governing IPOs and FPOs, undertaken in accordance with the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 (the "SEBI Regulations").

Bidders/Applicants should note that investment in equity and equity related securities involves risk and Bidder/Applicant should not invest any funds in the Issue unless they can afford to take the risk of losing their investment. The specific terms relating to securities and/or for subscribing to securities in an Issue and the relevant information about the Issuer undertaking the Issue are set out in the Red Herring Prospectus ("RHP")/ Prospectus filed by the Issuer with the Registrar of Companies ("RoC"). Bidders/Applicants should carefully read the entire RHP/Prospectus and the Bid cum Application Form/Application Form and the Abridged Prospectus of the Issuer in which they are proposing to invest through the Issue. In case of any difference in interpretation or conflict and/or overlap between the disclosure included in this document and the RHP/Prospectus, the disclosures in the RHP/Prospectus shall prevail. The RHP/Prospectus of the Issuer is available on the websites of stock exchanges, on the website(s) of the BRLM(s) to the Issue and on the website of Securities and Exchange Board of India ("SEBI") at www.sebi.gov.in.

For the definitions of capitalized terms and abbreviations used herein Bidders/Applicants may refer to "Glossary and Abbreviations".

SECTION 2: BRIEF INTRODUCTION TO IPOs/FPOs

2.1 Initial public offer (IPO)

An IPO means an offer of specified securities by an unlisted Issuer to the public for subscription and may include an Offer for Sale of specified securities to the public by any existing holder of such securities in an unlisted Issuer.

For undertaking an IPO, an Issuer is *inter alia* required to comply with the eligibility requirements of in terms of either Regulation 26(1) or Regulation 26(2) of the SEBI Regulations. For details of compliance with the eligibility requirements by the Issuer Bidders/Applicants may refer to the RHP/Prospectus.

2.2 Further public offer (FPO)

An FPO means an offer of specified securities by a listed Issuer to the public for subscription and may include Offer for Sale of specified securities to the public by any existing holder of such securities in a listed Issuer.

For undertaking an FPO, the Issuer is *inter alia* required to comply with the eligibility requirements in terms of Regulation 26/27 of the SEBI Regulations. For details of compliance with the eligibility requirements by the Issuer Bidders/Applicants may refer to the RHP/Prospectus.

2.3 Other Eligibility Requirements:

In addition to the eligibility requirements specified in paragraphs 2.1 and 2.2, an Issuer proposing to undertake an IPO or an FPO is required to comply with various other requirements as specified in the SEBI Regulations, the Companies Act, 2013 (to the extent notified and in effect), the Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon the notification of the Companies Act, 2013), the Securities Contracts (Regulation) Rules, 1957 (the "SCRR"), industry-specific regulations, if any, and other applicable laws for the time being in force.

For details in relation to the above Bidders/Applicants may refer to the RHP/Prospectus.

2.4 Types of Public Issues – Fixed Price Issues and Book Built Issues

In accordance with the provisions of the SEBI Regulations, an Issuer can either determine the Issue Price through the Book Building Process ("Book Built Issue") or undertake a Fixed Price Issue ("Fixed Price Issue"). An Issuer may mention Floor Price or Price Band in the RHP (in case of a Book Built Issue) and a Price or Price Band in the Draft Prospectus (in case of a fixed price Issue) and determine the price at a later date before registering the Prospectus with the Registrar of Companies.

The cap on the Price Band should be less than or equal to 120% of the Floor Price. The Issuer shall announce the Price or the Floor Price or the Price Band through advertisement in all newspapers in which the pre-issue advertisement was given at least five Working Days before the Bid/Issue Opening Date, in case of an IPO and at least one Working Day before the Bid/Issue Opening Date, in case of an FPO.

The Floor Price or the Issue price cannot be lesser than the face value of the securities.

Bidders/Applicants should refer to the RHP/Prospectus or Issue advertisements to check whether the Issue is a Book Built Issue or a Fixed Price Issue.

2.5 ISSUE PERIOD

The Issue may be kept open for a minimum of three Working Days (for all category of Bidders/Applicants) and not more than ten Working Days. Bidders/Applicants are advised to refer to the Bid cum Application Form and Abridged Prospectus or RHP/Prospectus for details of the Bid/Issue Period. Details of Bid/Issue Period are also available on the website of Stock Exchange(s).

In case of a Book Built Issue, the Issuer may close the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date if disclosures to that effect are made in the RHP. In case of revision of the Floor Price or Price Band in Book Built Issues the Bid/Issue Period may be extended by at least three Working Days, subject to the total Bid/Issue Period not exceeding 10 Working Days. For details of any revision of the Floor Price or Price Band, Bidders/Applicants may check the announcements made by the Issuer on the websites of the Stock Exchanges and the BRLM(s), and the advertisement in the newspaper(s) issued in this regard.

2.6 FLOWCHART OF TIMELINES

A flow chart of process flow in Fixed Price and Book Built Issues is as follows. Bidders/Applicants may note that this is not applicable for Fast Track FPOs.:

- In case of Issue other than Book Build Issue (Fixed Price Issue) the process at the following of the below mentioned steps shall be read as:

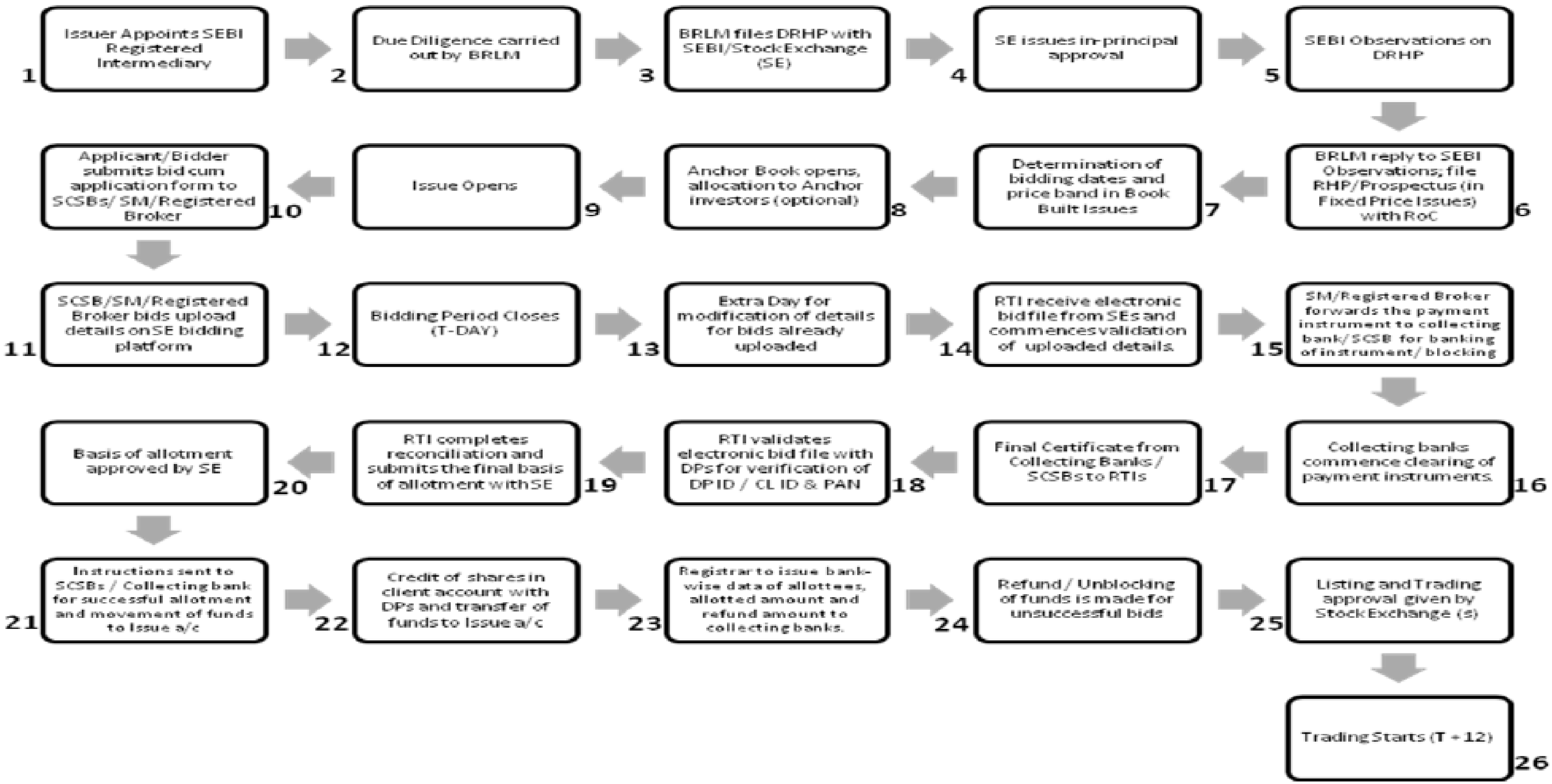
    i. Step 7 : Determination of Issue Date and Price

    ii. Step 10: Applicant submits ASBA Application Form with Designated Branch of SCSB and Non-ASBA forms directly to collection Bank and not to Broker.

    iii. Step 11: SCSB uploads ASBA Application details in Stock Exchange Platform

iv. Step 12: Issue period closes

v. Step 15: Not Applicable


1 Issuer Appoints SEBI Registered Intermediary
2 Due Diligence carried out by BRLM
3 BRLM files DRHP with SEBI/Stock Exchange (SE)
4 SE issues in-principal approval
5 SEBI Observations on DRHP
6 BRLM reply to SEBI Observations; file RHP/Prospectus (in Fixed Price Issues) with RoC
7 Determination of bidding dates and price band in Book Built Issues
8 Anchor Book opens, allocation to Anchor investors (optional)
9 Issue Opens
10 Applicant/Bidder submits bid cum application form to SCSBs/ SM/Registered Broker
11 SCSB/SM/Registered Broker bids upload details on SE bidding platform
12 Bidding Period Closes (T-DAY)
13 Extra Day for modification of details for bids already uploaded
14 RTI receive electronic bid file from SEs and commences validation of uploaded details.
15 SM/Registered Broker forwards the payment instrument to collecting bank/SCSB for banking of instrument/ blocking
16 Collecting banks commence clearing of payment instruments.
17 Final Certificate from Collecting Banks / SCSBs to RTIs
18 RTI validates electronic bid file with DPs for verification of DP ID / CL ID & PAN
19 RTI completes reconciliation and submits the final basis of allotment with SE
20 Basis of allotment approved by SE
21 Instructions sent to SCSBs / Collecting bank for successful allotment and movement of funds to Issue a/c
22 Credit of shares in client account with DPs and transfer of funds to Issue a/c
23 Registrar to issue bank-wise data of allottees, allotted amount and refund amount to collecting banks.
24 Refund / Unblocking of funds is made for unsuccessful bids
25 Listing and Trading approval given by Stock Exchange (s)
26 Trading Starts (T + 12)

SECTION 3: CATEGORY OF INVESTORS ELIGIBLE TO PARTICIPATE IN AN ISSUE

Each Bidder/Applicant should check whether it is eligible to apply under applicable law. Furthermore, certain categories of Bidders/Applicants, such as NRIs, FII's, FPIs and FVCIs may not be allowed to Bid/Apply in the Issue or to hold Equity Shares, in excess of certain limits specified under applicable law. Bidders/Applicants are requested to refer to the RHP/Prospectus for more details.

Subject to the above, an illustrative list of Bidders/Applicants is as follows:

- Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, in single or joint names (not more than three);
- Bids/Applications belonging to an account for the benefit of a minor (under guardianship);
- Hindu Undivided Families or HUFs, in the individual name of the *Karta*. The Bidder/Applicant should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form/Application Form as follows: "Name of sole or first Bidder/Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the *Karta*". Bids/Applications by HUFs may be considered at par with Bids/Applications from individuals;
- Companies, corporate bodies and societies registered under applicable law in India and authorised to invest in equity shares;
- QIBs;
- NRIs on a repatriation basis or on a non-repatriation basis subject to applicable law;
- Indian Financial Institutions, regional rural banks, co-operative banks (subject to RBI regulations and the SEBI Regulations and other laws, as applicable);
- FIIs and sub-accounts registered with SEBI, other than a sub-account which is a foreign corporate or foreign individual, bidding under the QIBs category;
- Sub-accounts of FIIs registered with SEBI, which are foreign corporates or foreign individuals only under the Non Institutional Investors (NIIs) category;
- FPIs other than Category III foreign portfolio investors bidding under the QIBs category;
- FPIs which are Category III foreign portfolio investors, bidding under the NIIs category;
- Trusts/societies registered under the Societies Registration Act, 1860, or under any other law relating to trusts/societies and who are authorised under their respective constitutions to hold and invest in equity shares;
- Limited liability partnerships registered under the Limited Liability Partnership Act, 2008; and
- Any other person eligible to Bid/Apply in the Issue, under the laws, rules, regulations, guidelines and policies applicable to them and under Indian laws.
- As per the existing regulations, OCBs are not allowed to participate in an Issue.

SECTION 4: APPLYING IN THE ISSUE

Book Built Issue: Bidders should only use the specified Bid cum Application Form either bearing the stamp of a member of the Syndicate or bearing a stamp of the Registered Broker or stamp of SCSBs as available or downloaded from the websites of the Stock Exchanges.

Bid cum Application Forms are available with the members of the Syndicate, Registered Brokers, Designated Branches of the SCSBs and at the registered office of the Issuer. Electronic Bid cum Application Forms will be available on the websites of the Stock Exchanges at least one day prior to the Bid/Issue Opening Date. For further details regarding availability of Bid cum Application Forms, Bidders may refer to the RHP/Prospectus.

Fixed Price Issue: Applicants should only use the specified cum Application Form either bearing the stamp of Collection Bank(s) or SCSBs as available or downloaded from the websites of the Stock Exchanges. Application Forms are available with the Branches of Collection Banks or Designated Branches of the SCSBs and at the registered office of the Issuer. For further details regarding availability of Application Forms, Applicants may refer to the Prospectus.

Bidders/Applicants should ensure that they apply in the appropriate category. The prescribed color of the Bid cum Application Form for various categories of Bidders/Applicants is as follows:

Category	Color of the Bid cum Application Form
Resident Indian, Eligible NRIs applying on a non repatriation basis	White
NRIs, FVCIs, FIIs, their Sub-Accounts (other than Sub-Accounts which are foreign corporate(s) or foreign individuals bidding under the QIB), FPIs on a repatriation basis	Blue
Anchor Investors (where applicable) & Bidders/Applicants bidding/applying in the reserved category	White

Securities Issued in an IPO can only be in dematerialized form in compliance with Section 29 of the Companies Act, 2013. Bidders/Applicants will not have the option of getting the allotment of specified securities in physical form. However, they may get the specified securities rematerialised subsequent to allotment.

4.1 INSTRUCTIONS FOR FILING THE BID CUM APPLICATION FORM/ APPLICATION FORM

Bidders/Applicants may note that forms not filled completely or correctly as per instructions provided in this GID, the RHP and the Bid cum Application Form/Application Form are liable to be rejected.

Instructions to fill each field of the Bid cum Application Form can be found on the reverse side of the Bid cum Application Form. Specific instructions for filling various fields of the Resident Bid cum Application Form and Non-Resident Bid cum Application Form and samples are provided below.

The samples of the Bid cum Application Form for resident Bidders and the Bid cum Application Form for non-resident Bidders are reproduced below:

TEAR HERE

COMMON BID CUM APPLICATION FORM FOR ASBA / NON-ASBA | **XYZ LIMITED - PUBLIC ISSUE - R** | **FOR RESIDENT INDIAN, QIB, ELIGIBLE NRI's APPLYING ON A NON-REPATRIATION BASIS**

Logo

To,
The Board of Directors
XYZ Limited

BOOK BUILDING ISSUE
IN

Bid cum Application Form No.

SYNDICATE MEMBER'S STAMP & CODE	BROKER'S/AGENT'S STAMP & CODE
ESCROW BANK/SCSB BRANCH STAMP & CODE	SUB-BROKER'S/SUB-AGENT'S STAMP & CODE
BANK BRANCH SERIAL NO.	REGISTRAR'S / SCSB SERIAL NO.

1. NAME & CONTACT DETAILS of Sole / First Applicant

Mr. / Ms.

Address

Email

Tel. No (with STD code) / Mobile

2. PAN OF SOLE / FIRST APPLICANT

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS ☐ NSDL ☐ CDSL

For NSDL enter 8 digit DP ID followed by 8 digit Client ID / For CDSL enter 16 digit Client ID

4. BID OPTIONS (Only Retail Individual Bidders can Bid at "Cut-off")

Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of Bid Lot as advertised)	Price per Equity Share (₹)/ "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			
		Bid Price	Discount, if any	Net Price	"Cut-off" (Please tick)
	7 6 5 4 3 2 1	4 3 2 1	4 3 2 1	4 3 2 1	
Option 1					☐
(OR) Option 2					☐
(OR) Option 3					☐

5. Category

☐ Retail Individual
☐ Non-Institutional
☐ QIB

6. Investor Status

☐ Individual(s) - IND
☐ Hindu Undivided Family* - HUF
☐ Bodies Corporate - CO
☐ Banks & Financial Institutions - FI
☐ Mutual Funds - MF
☐ Non-Resident Indians - NRI (Non-Repatriation basis)
☐ National Investment Fund - NIF
☐ Insurance Funds - IF
☐ Insurance Companies - IC
☐ Venture Capital Funds - VC
☐ Others (Please specify) - OTH

* HUF should apply only through Karta (Application by HUF would be treated on par with Individual)

7. PAYMENT DETAILS (Please tick (✓) any one of payment option A or B below)

PAYMENT OPTIONS ☐ Full Payment ☐ Part Payment

Amount Paid (₹ in figures) (₹ in words)

☐ **(A) CHEQUE/ DEMAND DRAFT (DD)**

Cheque/DD No. Dated D D M M Y Y

Drawn on (Bank Name & Branch)

☐ **(B) ASBA**

Bank A/c No.

Bank Name & Branch

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED FORM 2A AND HEREBY AGREE AND CONFIRM THE 'BIDDERS UNDERTAKING' AS GIVEN OVERLEAF. I/We (on behalf of joint applicants, if any) hereby confirm that I/We have read the Instructions for Filling up the Bid Cum Application Form given overleaf.

8A. SIGNATURE OF SOLE/ FIRST APPLICANT	8B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(s) (AS PER BANK RECORDS) (For ASBA option ONLY)	BROKER'S / SCSB BRANCH'S STAMP (Acknowledging upload of Bid in Stock Exchange system)
	I/We authorize the SCSB to do all acts as are necessary to make the Application in the Issue	
	1)	
	2)	
Date : ________, 2011	3)	

TEAR HERE

XYZ LIMITED | **Acknowledgement Slip for Syndicate Member / SCSB** | Bid cum Application Form No.

DPID / CLID

PAN

Amount Paid (₹ in figures) | Bank & Branch | Stamp & Signature of Banker

Cheque / DD/ASBA Bank A/c No.

Received from Mr./Ms.

Telephone / Mobile | Email

TEAR HERE

XYZ LIMITED

	Option 1	Option 2	Option 3
No. of Equity Shares			
Bid Price			
Amount Paid (₹)			

Stamp & Signature of Syndicate Member / SCSB

Name of Sole / First Applicant

Cheque / DD/ASBA Bank A/c No.

Bank & Branch

Acknowledgement Slip for Bidder

Bid cum Application Form No.

PLEASE FILL IN BLOCK LETTERS

TEAR HERE

TEAR HERE

COMMON BID CUM APPLICATION FORM FOR ASBA / NON-ASBA	XYZ LIMITED - PUBLIC ISSUE - NR	FOR ELIGIBLE NRIs, FIIs, FVCI, ETC., APPLYING ON A REPATRIATION BASIS

Logo

To,
The Board of Directors
XYZ Limited

BOOK BUILDING ISSUE
INE523L01018

Bid cum Application Form No.

SYNDICATE MEMBER'S STAMP & CODE	BROKER'S/AGENT'S STAMP & CODE
ESCROW BANK / SCSB BRANCH STAMP & CODE	SUB-BROKER'S/SUB-AGENT'S STAMP & CODE
BANK BRANCH SERIAL NO.	REGISTRAR'S / SCSB SERIAL NO.

1. NAME & CONTACT DETAILS of Sole / First Applicant

Mr. / Ms.

Address

Email

Tel. No (with STD code) / Mobile

2. PAN OF SOLE / FIRST APPLICANT

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS ☐ NSDL ☐ CDSL

For NSDL enter 8 digit DP ID followed by 8 digit Client ID / For CDSL enter 16 digit Client ID

6. Investor Status

NRI	Non-Resident Indian (Repatriation basis)
FII	Foreign Institutional Investor
FVCI	Foreign Venture Capital Investor
FIISA	FII Sub Account Corporate / Individual
OTH	Others (Please Specify)

4. BID OPTIONS (Only Retail Individual Bidders can Bid at "Cut-off")

Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of Bid Lot as advertised)	Price per Equity Share (₹)/ "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			
	7 | 6 | 5 | 4 | 3 | 2 | 1	Bid Price 4 | 3 | 2 | 1	Discount, if any 4 | 3 | 2 | 1	Net Price 4 | 3 | 2 | 1	"Cut-off" (Please tick)
Option 1					☐
(OR) Option 2					☐
(OR) Option 3					☐

5. Category

☐ Retail Individual
☐ Non-Institutional
☐ QIB

7. PAYMENT DETAILS (Please tick (✓) any one of payment option A or B below)

PAYMENT OPTIONS ☐ Full Payment ☐ Part Payment

Amount Paid (₹ in figures) (₹ in words)

☐ **(A) CHEQUE/ DEMAND DRAFT (DD)**

Cheque/DD No. Dated D D M M Y Y

Drawn on (Bank Name & Branch)

☐ **(B) ASBA**

Bank A/c No.

Bank Name & Branch

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED FORM 2A AND HEREBY AGREE AND CONFIRM THE 'BIDDERS UNDERTAKING' AS GIVEN OVERLEAF. I/We (on behalf of joint applicants, if any) hereby confirm that I/We have read the Instructions for Filing up the Bid Cum Application Form given overleaf.

8A. SIGNATURE OF SOLE/ FIRST APPLICANT	8B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(s) (AS PER BANK RECORDS) (For ASBA option ONLY)	BROKER'S / SCSB BRANCH'S STAMP (Acknowledging upload of Bid in Stock Exchange system)
	I/We authorize the SCSB to do all acts as are necessary to make the Application in the Issue	
	1)	
	2)	
Date : ____________, 2011	3)	

TEAR HERE

XYZ LIMITED	Acknowledgement Slip for Syndicate Member / SCSB	Bid cum Application Form No.

DPID / CLID

PAN

Amount Paid (₹ in figures)	Bank & Branch	Stamp & Signature of Banker
Cheque / DD/ASBA Bank A/c No.		
Received from Mr./Ms.		
Telephone / Mobile	Email	

TEAR HERE

XYZ LIMITED

	Option 1	Option 2	Option 3
No. of Equity Shares			
Bid Price			
Amount Paid (₹)			

Cheque / DD/ASBA Bank A/c No.

Bank & Branch

Stamp & Signature of Syndicate Member / SCSB

Name of Sole / First Applicant

Acknowledgement Slip for Bidder

Bid cum Application Form No.

PLEASE FILL IN BLOCK LETTERS

TEAR HERE

4.1.1 FIELD NUMBER 1: NAME AND CONTACT DETAILS OF THE SOLE/FIRST BIDDER/APPLICANT

(a) Bidders/Applicants should ensure that the name provided in this field is exactly the same as the name in which the Depository Account is held.

(b) **Mandatory Fields**: Bidders/Applicants should note that the name and address fields are compulsory and e-mail and/or telephone number/mobile number fields are optional. Bidders/Applicants should note that the contact details mentioned in the Bid-cum Application Form/Application Form may be used to dispatch communications(including refund orders and letters notifying the unblocking of the bank accounts of ASBA Bidders/Applicants) in case the communication sent to the address available with the Depositories are returned undelivered or are not available. The contact details provided in the Bid cum Application Form may be used by the Issuer, the members of the Syndicate, the Registered Broker and the Registrar to the Issue only for correspondence(s) related to an Issue and for no other purposes.

(c) **Joint Bids/Applications**: In the case of Joint Bids/Applications, the Bids /Applications should be made in the name of the Bidder/Applicant whose name appears first in the Depository account. The name so entered should be the same as it appears in the Depository records. The signature of only such first Bidder/Applicant would be required in the Bid cum Application Form/Application Form and such first Bidder/Applicant would be deemed to have signed on behalf of the joint holders All payments may be made out in favor of the Bidder/Applicant whose name appears in the Bid cum Application Form/Application Form or the Revision Form and all communications may be addressed to such Bidder/Applicant and may be dispatched to his or her address as per the Demographic Details received from the Depositories.

(d) **Impersonation**: Attention of the Bidders/Applicants is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below:

"*Any person who:*

(a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or

(b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or

(c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name,

***shall be liable for action under Section 447.*"**

The liability prescribed under Section 447 of the Companies Act, 2013 includes imprisonment for a term which shall not be less than six months extending up to 10 years (provided that where the fraud involves public interest, such term shall not be less than three years) and fine of an amount not less than the amount involved in the fraud, extending up to three times of such amount.

(e) **Nomination Facility to Bidder/Applicant:** Nomination facility is available in accordance with the provisions of Section 72 of the Companies Act, 2013. In case of allotment of the Equity Shares in dematerialized form, there is no need to make a separate nomination as the nomination registered with the Depository may prevail. For changing nominations, the Bidders/Applicants should inform their respective DP.

4.1.2 FIELD NUMBER 2: PAN NUMBER OF SOLE/FIRST BIDDER/APPLICANT

(a) PAN (of the sole/ first Bidder/Applicant) provided in the Bid cum Application Form/Application Form should be exactly the same as the PAN of the person(s) in whose name the relevant beneficiary account is held as per the Depositories' records.

(b) PAN is the sole identification number for participants transacting in the securities market irrespective of the amount of transaction except for Bids/Applications on behalf of the Central or State Government, Bids/Applications by officials appointed by the courts and Bids/Applications by Bidders/Applicants residing in Sikkim ("PAN Exempted Bidders/Applicants"). Consequently, all Bidders/Applicants, other than the PAN Exempted Bidders/Applicants, are required to disclose their PAN in the Bid cum Application Form/Application Form, irrespective of the Bid/Application Amount. A Bid cum Application Form/Application Form without PAN, except in case of Exempted Bidders/Applicants, is liable to be rejected. Bids/Applications by the Bidders/Applicants whose PAN is not available as per the Demographic Details available in their Depository records, are liable to be rejected.

(c) The exemption for the PAN Exempted Bidders/Applicants is subject to (a) the Demographic Details received from the respective Depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same.

(d) Bid cum Application Forms/Application Forms which provide the GIR Number instead of PAN may be rejected.

(e) Bids/Applications by Bidders whose demat accounts have been 'suspended for credit' are liable to be rejected pursuant to the circular issued by SEBI on July 29, 2010, bearing number CIR/MRD/DP/22/2010. Such accounts are classified as "Inactive demat accounts" and demographic details are not provided by depositories.

4.1.3 **FIELD NUMBER 3: BIDDERS/APPLICANTS DEPOSITORY ACCOUNT DETAILS**

(a) Bidders/Applicants should ensure that DP ID and the Client ID are correctly filled in the Bid cum Application Form/Application Form. The DP ID and Client ID provided in the Bid cum Application Form/Application Form should match with the DP ID and Client ID available in the Depository database, **otherwise, the Bid cum Application Form/Application Form is liable to be rejected.**

(b) Bidders/Applicants should ensure that the beneficiary account provided in the Bid cum Application Form/Application Form is active.

(c) Bidders/Applicants should note that on the basis of DP ID and Client ID as provided in the Bid cum Application Form/Application Form, the Bidder/Applicant may be deemed to have authorized the Depositories to provide to the Registrar to the Issue, any requested Demographic Details of the Bidder/Applicant as available on the records of the depositories. These Demographic Details may be used, among other things, for giving refunds and allocation advice (including through physical refund warrants, direct credit, NECS, NEFT and RTGS), or unblocking of ASBA Account or for other correspondence(s) related to an Issue. Please note that refunds on account of our Company not receiving the minimum subscription of 90% of the Issue, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.

(d) Bidders/Applicants are, advised to update any changes to their Demographic Details as available in the records of the Depository Participant to ensure accuracy of records. Any delay resulting from failure to update the Demographic Details would be at the Bidders/Applicants' sole risk.

4.1.4 **FIELD NUMBER 4: BID OPTIONS**

(a) Price or Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) may be disclosed in the Prospectus/RHP by the Issuer. The Issuer is required to announce the Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) by way of an advertisement in at least one English, one Hindi and one regional newspaper, with wide circulation, at least five Working Days before Bid/Issue Opening Date in case of an IPO, and at least one Working Day before Bid/Issue Opening Date in case of an FPO.

(b) The Bidders may Bid at or above Floor Price or within the Price Band for IPOs /FPOs undertaken through the Book Building Process. In the case of Alternate Book Building Process for an FPO, the Bidders may Bid at Floor Price or any price above the Floor Price (For further details bidders may refer to (Section 5.6 (e))

(c) **Cut-Off Price:** Retail Individual Investors or Employees or Retail Individual Shareholders can Bid at the Cut-off Price indicating their agreement to Bid for and purchase the Equity Shares at the Issue Price as determined at the end of the Book Building Process. Bidding at the Cut-off Price is prohibited for QIBs and NIIs and such Bids from QIBs and NIIs may be rejected.

(d) **Minimum Application Value and Bid Lot**: The Issuer in consultation with the BRLMs may decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of Rs. 10,000 to Rs.15,000. The minimum Bid Lot is accordingly determined by an Issuer on basis of such minimum application value.

(e) **Allotment:** The allotment of specified securities to each RII shall not be less than the minimum Bid Lot, subject to availability of shares in the RII category, and the remaining available shares, if any, shall be allotted on a proportionate basis. For details of the Bid Lot, bidders may to the RHP/Prospectus or the advertisement regarding the Price Band published by the Issuer.

4.1.4.1 **Maximum and Minimum Bid Size**

(a) The Bidder may Bid for the desired number of Equity Shares at a specific price. Bids by Retail Individual Investors, Employees and Retail Individual Shareholders must be for such number of shares so as to ensure that the Bid Amount less Discount (as applicable), payable by the Bidder does not exceed Rs. 200,000.

In case the Bid Amount exceeds Rs. 200,000 due to revision of the Bid or any other reason, the Bid may be considered for allocation under the Non-Institutional Category, with it not being eligible for Discount then such Bid may be rejected if it is at the Cut-off Price.

(b) For NRIs, a Bid Amount of up to Rs. 200,000 may be considered under the Retail Category for the purposes of allocation and a Bid Amount exceeding Rs. 200,000 may be considered under the Non-Institutional Category for the purposes of allocation.

(c) Bids by QIBs and NIIs must be for such minimum number of shares such that the Bid Amount exceeds Rs. 200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the Bid cum Application Form and the RHP/Prospectus, or as advertised by the Issuer, as the case may be. Non-Institutional Bidders and QIBs are not allowed to Bid at ‘Cut-off Price’.

(d) RII may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment. QIBs and NII’s cannot withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after bidding and are required to pay the Bid Amount upon submission of the Bid.

(e) In case the Bid Amount reduces to Rs. 200,000 or less due to a revision of the Price Band, Bids by the Non-Institutional Bidders who are eligible for allocation in the Retail Category would be considered for allocation under the Retail Category.

(f) For Anchor Investors, if applicable, the Bid Amount shall be least Rs. 10 crores. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors. Bids by various schemes of a Mutual Fund shall be aggregated to determine the Bid Amount. A Bid cannot be submitted for more than 60% of the QIB Portion under the Anchor Investor Portion. Anchor Investors cannot withdraw their Bids or lower the size of their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after the Anchor Investor Bid/ Issue Period and are required to pay the Bid Amount at the time of submission of the Bid. In case the Anchor Investor Issue Price is lower than the Issue Price, the balance amount shall be payable as per the pay-in-date mentioned in the revised CAN. In case the Issue Price is lower than the Anchor Investor Issue Price, the amount in excess of the Issue Price paid by the Anchor Investors shall not be refunded to them.

(g) A Bid cannot be submitted for more than the Issue size.

(h) The maximum Bid by any Bidder including QIB Bidder should not exceed the investment limits prescribed for them under the applicable laws.

(i) The price and quantity options submitted by the Bidder in the Bid cum Application Form may be treated as optional bids from the Bidder and may not be cumulated. After determination of the Issue Price, the number of Equity Shares Bid for by a Bidder at or above the Issue Price may be considered for allotment and the rest of the Bid(s), irrespective of the Bid Amount may automatically become invalid. This is not applicable in case of FPOs undertaken through Alternate Book Building Process (For details of bidders may refer to (Section 5.6 (e))

4.1.4.2 **Multiple Bids**

(a) Bidder should submit only one Bid cum Application Form. Bidder shall have the option to make a maximum of Bids at three different price levels in the Bid cum Application Form and such options are not considered as multiple Bids.

Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate, SCSB or Registered Broker and duplicate copies of Bid cum Application Forms bearing the same application number shall be treated as multiple Bids and are liable to be rejected.

(b) Bidders are requested to note the following procedures may be followed by the Registrar to the Issue to detect multiple Bids:

i. All Bids may be checked for common PAN as per the records of the Depository. For Bidders other than Mutual Funds and FII sub-accounts, Bids bearing the same PAN may be treated as multiple Bids by a Bidder and may be rejected.

ii. For Bids from Mutual Funds and FII sub-accounts, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Bidders, the Bid cum Application Forms may be checked for common DP ID and Client ID. Such Bids which have the same DP ID and Client ID may be treated as multiple Bids and are liable to be rejected.

(c) The following Bids may not be treated as multiple Bids:

i. Bids by Reserved Categories bidding in their respective Reservation Portion as well as bids made by them in the Net Issue portion in public category.

ii. Separate Bids by Mutual Funds in respect of more than one scheme of the Mutual Fund provided that the Bids clearly indicate the scheme for which the Bid has been made.

iii. Bids by Mutual Funds, and sub-accounts of FIIs (or FIIs and its sub-accounts) submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.

iv. Bids by Anchor Investors under the Anchor Investor Portion and the QIB Category.

4.1.5 **FIELD NUMBER 5 : CATEGORY OF BIDDERS**

(a) The categories of Bidders identified as per the SEBI Regulations for the purpose of Bidding, allocation and allotment in the Issue are RIIs, NIIs and QIBs.

(b) Up to 60.00% of the QIB Category can be allocated by the Issuer, on a discretionary basis subject to the criteria of minimum and maximum number of anchor investors based on allocation size, to the Anchor Investors, in accordance with the SEBI Regulations, with one-third of the Anchor Investor Portion reserved for domestic Mutual Funds subject to valid Bids being received at or above the Issue Price. For details regarding allocation to Anchor Investors, bidders may refer to the RHP/Prospectus.

(c) An Issuer can make reservation for certain categories of Bidders/Applicants as permitted under the SEBI Regulations. For details of any reservations made in the Issue, Bidders/Applicants may refer to the RHP/Prospectus.

(d) The SEBI Regulations, specify the allocation or allotment that may be made to various categories of Bidders in an Issue depending upon compliance with the eligibility conditions. Details pertaining to allocation are disclosed on reverse side of the Revision Form. For Issue specific details in relation to allocation Bidder/Applicant may refer to the RHP/Prospectus.

4.1.6 **FIELD NUMBER 6: INVESTOR STATUS**

(a) Each Bidder/Applicant should check whether it is eligible to apply under applicable law and ensure that any prospective allotment to it in the Issue is in compliance with the investment restrictions under applicable law.

(b) Certain categories of Bidders/Applicants, such as NRIs, FIIs, FPIs and FVCIs may not be allowed to Bid/Apply in the Issue or hold Equity Shares exceeding certain limits specified under applicable law. Bidders/Applicants are requested to refer to the RHP/Prospectus for more details.

(c) Bidders/Applicants should check whether they are eligible to apply on non-repatriation basis or repatriation basis and should accordingly provide the investor status. Details regarding investor status are different in the Resident Bid cum Application Form and Non-Resident Bid cum Application Form.

(d) Bidders/Applicants should ensure that their investor status is updated in the Depository records.

4.1.7 **FIELD NUMBER 7: PAYMENT DETAILS**

(a) All Bidders are required to make payment of the full Bid Amount (net of any Discount, as applicable) along-with the Bid cum Application Form. If the Discount is applicable in the Issue, the RIIs should indicate the full Bid Amount in the Bid cum Application Form and the payment shall be made for Bid Amount net of Discount. Only in cases where the RHP/Prospectus indicates that part payment may be made, such an option can be exercised by the Bidder. In case of Bidders specifying more than one Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of three options at net price, *i.e.* Bid price less Discount offered, if any.

(b) Bidders who Bid at Cut-off price shall deposit the Bid Amount based on the Cap Price.

(c) QIBs and NIIs can participate in the Issue only through the ASBA mechanism.

(d) RIIs and/or Reserved Categories bidding in their respective reservation portion can Bid, either through the ASBA mechanism or by paying the Bid Amount through a cheque or a demand draft ("Non-ASBA Mechanism").

(e) Bid Amount cannot be paid in cash, through money order or through postal order.

4.1.7.1 **Instructions for non-ASBA Bidders:**

(a) Non-ASBA Bidders may submit their Bids with a member of the Syndicate or any of the Registered Brokers of the Stock Exchange. The details of Broker Centres along with names and contact details of the Registered Brokers are provided on the websites of the Stock Exchanges.

(b) **For Bids made through a member of the Syndicate**: The Bidder may, with the submission of the Bid cum Application Form, draw a cheque or demand draft for the Bid Amount in favour of the Escrow Account as specified under the RHP/Prospectus and the Bid cum Application Form and submit the same to the members of the Syndicate at Specified Locations.

(c) **For Bids made through a Registered Broker:** The Bidder may, with the submission of the Bid cum Application Form, draw a cheque or demand draft for the Bid Amount in favour of the Escrow Account as specified under the RHP/Prospectus and the Bid cum Application Form and submit the same to the Registered Broker.

(d) If the cheque or demand draft accompanying the Bid cum Application Form is not made favoring the Escrow Account, the Bid is liable to be rejected.

(e) Payments should be made by cheque, or demand draft drawn on any bank (including a co-operative bank), which is situated at, and is a member of or sub-member of the bankers' clearing house located at the centre where the Bid cum Application Form is submitted. Cheques/bank drafts drawn on banks not participating in the clearing process may not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected.

(f) The Escrow Collection Banks shall maintain the monies in the Escrow Account for and on behalf of the Bidders until the Designated Date.

(g) Bidders are advised to provide the number of the Bid cum Application Form and PAN on the reverse of the cheque or bank draft to avoid any possible misuse of instruments submitted.

4.1.7.2 **Payment instructions for ASBA Bidders**

(a) ASBA Bidders may submit the Bid cum Application Form either

i. in physical mode to the Designated Branch of an SCSB where the Bidders/Applicants have ASBA Account, or

ii. in electronic mode through the internet banking facility offered by an SCSB authorizing blocking of funds that are available in the ASBA account specified in the Bid cum Application Form, or

iii. in physical mode to a member of the Syndicate at the Specified Locations, or

iv. Registered Brokers of the Stock Exchange

(b) ASBA Bidders may specify the Bank Account number in the Bid cum Application Form. The Bid cum Application Form submitted by an ASBA Bidder and which is accompanied by cash, demand draft, money order, postal order or any mode of payment other than blocked amounts in the ASBA Account maintained with an SCSB, may not be accepted.

(c) Bidders should ensure that the Bid cum Application Form is also signed by the ASBA Account holder(s) if the Bidder is not the ASBA Account holder;

(d) Bidders shall note that for the purpose of blocking funds under ASBA facility clearly demarcated funds shall be available in the account.

(e) From one ASBA Account, a maximum of five Bids cum Application Forms can be submitted.

(f) ASBA Bidders bidding through a member of the Syndicate should ensure that the Bid cum Application Form is submitted to a member of the Syndicate only at the Specified locations. ASBA Bidders should also note that Bid cum Application Forms submitted to a member of the Syndicate at the Specified locations may not be accepted by the Member of the Syndicate if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for the members of the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries).

(g) ASBA Bidders bidding through a Registered Broker should note that Bid cum Application Forms submitted to the Registered Brokers may not be accepted by the Registered Broker, if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for the Registered Brokers to deposit Bid cum Application Forms.

(h) ASBA Bidders bidding directly through the SCSBs should ensure that the Bid cum Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.

(i) Upon receipt of the Bid cum Application Form, the Designated Branch of the SCSB may verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the Bid cum Application Form.

(j) If sufficient funds are available in the ASBA Account, the SCSB may block an amount equivalent to the Bid Amount mentioned in the Bid cum Application Form and for application directly submitted to SCSB by investor, may enter each Bid option into the electronic bidding system as a separate Bid.

(k) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB may not upload such Bids on the Stock Exchange platform and such bids are liable to be rejected.

(l) Upon submission of a completed Bid cum Application Form each ASBA Bidder may be deemed to have agreed to block the entire Bid Amount and authorized the Designated Branch of the SCSB to block the Bid Amount specified in the Bid cum Application Form in the ASBA Account maintained with the SCSBs.

(m) The Bid Amount may remain blocked in the aforesaid ASBA Account until finalisation of the Basis of allotment and consequent transfer of the Bid Amount against the Allotted Equity Shares to the Public Issue Account, or until withdrawal or failure of the Issue, or until withdrawal or rejection of the Bid, as the case may be.

(n) SCSBs bidding in the Issue must apply through an Account maintained with any other SCSB; else their Bids are liable to be rejected.

4.1.7.2.1 **Unblocking of ASBA Account**

(a) Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Issue may provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and for successful applications transfer the requisite money to the Public Issue Account designated for this purpose, within the specified timelines: (i) the number of Equity Shares to be Allotted against each Bid, (ii) the amount to be transferred from the relevant bank account to the Public Issue Account, for each Bid, (iii) the date by which funds referred to in (ii) above may be transferred to the Public Issue Account, and (iv) details of rejected ASBA Bids, if any, along with reasons for rejection and details of withdrawn or unsuccessful Bids, if any, to enable the SCSBs to unblock the respective bank accounts.

(b) On the basis of instructions from the Registrar to the Issue, the SCSBs may transfer the requisite amount against each successful ASBA Bidder to the Public Issue Account and may unblock the excess amount, if any, in the ASBA Account.

(c) In the event of withdrawal or rejection of the Bid cum Application Form and for unsuccessful Bids, the Registrar to the Issue may give instructions to the SCSB to unblock the Bid Amount in the relevant ASBA Account within 12 Working Days of the Bid/Issue Closing Date.

4.1.7.3 **Additional Payment Instructions for NRIs**

The Non-Resident Indians who intend to make payment through Non-Resident Ordinary (NRO) accounts shall use the form meant for Resident Indians (non-repatriation basis). In the case of Bids by NRIs applying on a repatriation basis, payment shall not be accepted out of NRO Account.

4.1.7.4 **Discount** (if applicable)

(a) The Discount is stated in absolute rupee terms.

(b) Bidders applying under RII category, Retail Individual Shareholder and employees are only eligible for discount. For Discounts offered in the Issue, Bidders may refer to the RHP/Prospectus.

(c) The Bidders entitled to the applicable Discount in the Issue may make payment for an amount *i.e.* the Bid Amount less Discount (if applicable).

Bidder may note that in case the net payment (post Discount) is more than two lakh Rupees, the bidding system automatically considers such applications for allocation under Non-Institutional Category. These applications are neither eligible for Discount nor fall under RII category.

4.1.8 **FIELD NUMBER 8: SIGNATURES AND OTHER AUTHORISATIONS**

(a) Only the First Bidder/Applicant is required to sign the Bid cum Application Form/Application Form. Bidders/Applicants should ensure that signatures are in one of the languages specified in the Eighth Schedule to the Constitution of India.

(b) If the ASBA Account is held by a person or persons other than the ASBA Bidder/Applicant., then the Signature of the ASBA Account holder(s) is also required.

(c) In relation to the ASBA Bids/Applications, signature has to be correctly affixed in the authorization/undertaking box in the Bid cum Application Form/Application Form, or an authorisation has to be provided to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form/Application Form.

(d) Bidders/Applicants must note that Bid cum Application Form/Application Form without signature of Bidder/Applicant and /or ASBA Account holder is liable to be rejected.

4.1.9 **ACKNOWLEDGEMENT AND FUTURE COMMUNICATION**

(a) Bidders should ensure that they receive the acknowledgment duly signed and stamped by a member of the Syndicate, Registered Broker or SCSB, as applicable, for submission of the Bid cum Application Form.

(b) Applicants should ensure that they receive the acknowledgment duly signed and stamped by an Escrow Collection Bank or SCSB, as applicable, for submission of the Application Form.

(c) All communications in connection with Bids/Applications made in the Issue should be addressed as under:

i. In case of queries related to Allotment, non-receipt of Allotment Advice, credit of allotted equity shares, refund orders, the Bidders/Applicants should contact the Registrar to the Issue.

ii. In case of ASBA Bids submitted to the Designated Branches of the SCSBs, the Bidders/Applicants should contact the relevant Designated Branch of the SCSB.

iii. In case of queries relating to uploading of Syndicate ASBA Bids, the Bidders/Applicants should contact the relevant Syndicate Member.

iv. In case of queries relating to uploading of Bids by a Registered Broker, the Bidders/Applicants should contact the relevant Registered Broker

v. Bidder/Applicant may contact the Company Secretary and Compliance Officer or the BRLM(s) in case of any other complaints in relation to the Issue.

(d) The following details (as applicable) should be quoted while making any queries -

i. full name of the sole or First Bidder/Applicant, Bid cum Application Form number, Applicants'/Bidders' DP ID, Client ID, PAN, number of Equity Shares applied for, amount paid on application.

ii. name and address of the member of the Syndicate, Registered Broker or the Designated Branch, as the case may be, where the Bid was submitted or

iii. In case of Non-ASBA bids cheque or draft number and the name of the issuing bank thereof

iv. In case of ASBA Bids, ASBA Account number in which the amount equivalent to the Bid Amount was blocked.

For further details, Bidder/Applicant may refer to the RHP/Prospectus and the Bid cum Application Form.

4.2 INSTRUCTIONS FOR FILING THE REVISION FORM

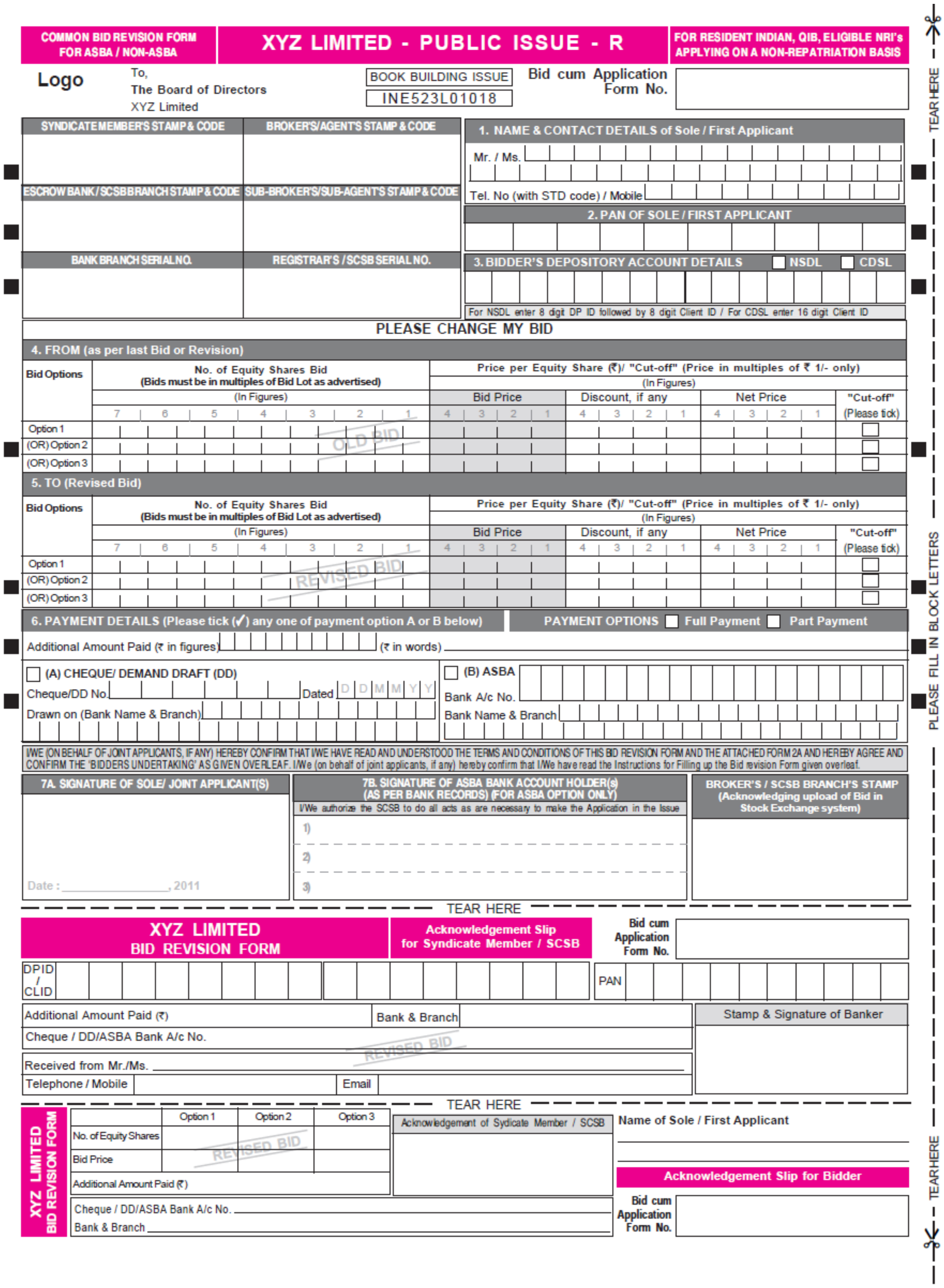
(a) During the Bid/Issue Period, any Bidder/Applicant (other than QIBs and NIIs, who can only revise their bid upwards) who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the Revision Form, which is a part of the Bid cum Application Form.

(b) RII may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment.

(c) Revisions can be made in both the desired number of Equity Shares and the Bid Amount by using the Revision Form.

(d) The Bidder/Applicant can make this revision any number of times during the Bid/ Issue Period. However, for any revision(s) in the Bid, the Bidders/Applicants will have to use the services of the same member of the Syndicate, the Registered Broker or the SCSB through which such Bidder/Applicant had placed the original Bid. Bidders/Applicants are advised to retain copies of the blank Revision Form and the Bid(s) must be made only in such Revision Form or copies thereof.

A sample Revision form is reproduced below:



COMMON BID REVISION FORM FOR ASBA / NON-ASBA | XYZ LIMITED - PUBLIC ISSUE - R | FOR RESIDENT INDIAN, QIB, ELIGIBLE NRI's APPLYING ON A NON-REPATRIATION BASIS

Logo

To,
The Board of Directors
XYZ Limited

BOOK BUILDING ISSUE
INE523L01018

Bid cum Application Form No.

SYNDICATE MEMBER'S STAMP & CODE | BROKER'S/AGENT'S STAMP & CODE

ESCROW BANK/SCSB BRANCH STAMP & CODE | SUB-BROKER'S/SUB-AGENT'S STAMP & CODE

BANK BRANCH SERIAL NO. | REGISTRAR'S / SCSB SERIAL NO.

1. NAME & CONTACT DETAILS of Sole / First Applicant

Mr. / Ms.

Tel. No (with STD code) / Mobile

2. PAN OF SOLE / FIRST APPLICANT

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS NSDL CDSL

For NSDL enter 8 digit DP ID followed by 8 digit Client ID / For CDSL enter 16 digit Client ID

PLEASE CHANGE MY BID

4. FROM (as per last Bid or Revision)

Bid Options	No. of Equity Shares Bid (Bids must be in multiples of Bid Lot as advertised) (In Figures)	Price per Equity Share (₹)/ "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			
	7 6 5 4 3 2 1	Bid Price 4 3 2 1	Discount, if any 4 3 2 1	Net Price 4 3 2 1	"Cut-off" (Please tick)
Option 1					
(OR) Option 2	OLD BID				
(OR) Option 3					

5. TO (Revised Bid)

Bid Options	No. of Equity Shares Bid (Bids must be in multiples of Bid Lot as advertised) (In Figures)	Price per Equity Share (₹)/ "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			
	7 6 5 4 3 2 1	Bid Price 4 3 2 1	Discount, if any 4 3 2 1	Net Price 4 3 2 1	"Cut-off" (Please tick)
Option 1					
(OR) Option 2	REVISED BID				
(OR) Option 3					

6. PAYMENT DETAILS (Please tick (✓) any one of payment option A or B below) | PAYMENT OPTIONS Full Payment Part Payment

Additional Amount Paid (₹ in figures) (₹ in words)

(A) CHEQUE/ DEMAND DRAFT (DD)
Cheque/DD No. Dated D D M M Y Y
Drawn on (Bank Name & Branch)

(B) ASBA
Bank A/c No.
Bank Name & Branch

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID REVISION FORM AND THE ATTACHED FORM 2A AND HEREBY AGREE AND CONFIRM THE 'BIDDERS UNDERTAKING' AS GIVEN OVERLEAF. I/We (on behalf of joint applicants, if any) hereby confirm that I/We have read the Instructions for Filling up the Bid revision Form given overleaf.

7A. SIGNATURE OF SOLE/ JOINT APPLICANT(S)
Date : __________, 2011

7B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(s) (AS PER BANK RECORDS) (FOR ASBA OPTION ONLY)
I/We authorize the SCSB to do all acts as are necessary to make the Application in the Issue
1)
2)
3)

BROKER'S / SCSB BRANCH'S STAMP (Acknowledging upload of Bid in Stock Exchange system)

TEAR HERE

XYZ LIMITED BID REVISION FORM | Acknowledgement Slip for Syndicate Member / SCSB | Bid cum Application Form No.

DPID / CLID | PAN

Additional Amount Paid (₹) | Bank & Branch | Stamp & Signature of Banker
Cheque / DD/ASBA Bank A/c No.
REVISED BID
Received from Mr./Ms.
Telephone / Mobile | Email

TEAR HERE

XYZ LIMITED BID REVISION FORM

	Option 1	Option 2	Option 3
No. of Equity Shares		REVISED BID	
Bid Price			
Additional Amount Paid (₹)			

Cheque / DD/ASBA Bank A/c No.
Bank & Branch

Acknowledgement of Sydicate Member / SCSB

Name of Sole / First Applicant

Acknowledgement Slip for Bidder

Bid cum Application Form No.

TEAR HERE — PLEASE FILL IN BLOCK LETTERS — TEAR HERE

Instructions to fill each field of the Revision Form can be found on the reverse side of the Revision Form. Other than instructions already highlighted at paragraph 4.1 above, point wise instructions regarding filling up various fields of the Revision Form are provided below:

4.2.1 **FIELDS 1, 2 AND 3: NAME AND CONTACT DETAILS OF SOLE/FIRST BIDDER/APPLICANT, PAN OF SOLE/FIRST BIDDER/APPLICANT & DEPOSITORY ACCOUNT DETAILS OF THE BIDDER/APPLICANT**

Bidders/Applicants should refer to instructions contained in paragraphs 4.1.1, 4.1.2 and 4.1.3.

4.2.2 **FIELD 4 & 5: BID OPTIONS REVISION 'FROM' AND 'TO'**

(a) Apart from mentioning the revised options in the Revision Form, the Bidder/Applicant must also mention the details of all the bid options given in his or her Bid cum Application Form or earlier Revision Form. For example, if a Bidder/Applicant has Bid for three options in the Bid cum Application Form and such Bidder/Applicant is changing only one of the options in the Revision Form, the Bidder/Applicant must still fill the details of the other two options that are not being revised, in the Revision Form. The members of the Syndicate, the Registered Brokers and the Designated Branches of the SCSBs may not accept incomplete or inaccurate Revision Forms.

(b) In case of revision, Bid options should be provided by Bidders/Applicants in the same order as provided in the Bid cum Application Form.

(c) In case of revision of Bids by RIIs, Employees and Retail Individual Shareholders, such Bidders/Applicants should ensure that the Bid Amount, subsequent to revision, does not exceed Rs. 200,000. In case the Bid Amount exceeds Rs. 200,000 due to revision of the Bid or for any other reason, the Bid may be considered, subject to eligibility, for allocation under the Non-Institutional Category, not being eligible for Discount (if applicable) and such Bid may be rejected if it is at the Cut-off Price. The Cut-off Price option is given only to the RIIs, Employees and Retail Individual Shareholders indicating their agreement to Bid for and purchase the Equity Shares at the Issue Price as determined at the end of the Book Building Process.

(d) In case the total amount (*i.e.*, original Bid Amount plus additional payment) exceeds Rs. 200,000, the Bid will be considered for allocation under the Non-Institutional Portion in terms of the RHP/Prospectus. If, however, the RII does not either revise the Bid or make additional payment and the Issue Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the RII and the RII is deemed to have approved such revised Bid at Cut-off Price.

(e) In case of a downward revision in the Price Band, RIIs and Bids by Employees under the Reservation Portion, who have bid at the Cut-off Price could either revise their Bid or the excess amount paid at the time of bidding may be unblocked in case of ASBA Bidders or refunded from the Escrow Account in case of non-ASBA Bidder.

4.2.3 **FIELD 6: PAYMENT DETAILS**

(a) With respect to the Bids, other than Bids submitted by ASBA Bidders/Applicants, any revision of the Bid should be accompanied by payment in the form of cheque or demand draft for the amount, if any, to be paid on account of the upward revision of the Bid.

(b) All Bidders/Applicants are required to make payment of the full Bid Amount (less Discount (if applicable) along with the Bid Revision Form. In case of Bidders/Applicants specifying more than one Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of three options at net price, *i.e.* Bid price less discount offered, if any.

(c) In case of Bids submitted by ASBA Bidder/Applicant, Bidder/Applicant may Issue instructions to block the revised amount based on cap of the revised Price Band (adjusted for the Discount (if applicable) in the ASBA Account, to the same member of the Syndicate/Registered Broker or the same Designated Branch (as the case may be) through whom such Bidder/Applicant had placed the original Bid to enable the relevant SCSB to block the additional Bid Amount, if any.

(d) In case of Bids, other than ASBA Bids, Bidder/Applicant, may make additional payment based on the cap of the revised Price Band (such that the total amount *i.e.*, original Bid Amount plus additional payment does not exceed Rs. 200,000 if the Bidder/Applicant wants to continue to Bid at the Cut-off Price), with the members of the Syndicate / Registered Broker to whom the original Bid was submitted.

(e) In case the total amount (*i.e.*, original Bid Amount less discount (if applicable) plus additional payment) exceeds Rs. 200,000, the Bid may be considered for allocation under the Non-Institutional Category in terms of the RHP/Prospectus. If, however, the Bidder/Applicant does not either revise the Bid or make additional payment and the Issue Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for may be adjusted downwards for the purpose of allotment, such that no additional payment is required from the Bidder/Applicant and the Bidder/Applicant is deemed to have approved such revised Bid at the Cut-off Price.

(f) In case of a downward revision in the Price Band, RIIs, Employees and Retail Individual Shareholders, who have bid at the Cut-off Price, could either revise their Bid or the excess amount paid at the time of bidding may be unblocked in case of ASBA Bidders/Applicants or refunded from the Escrow Account in case of non-ASBA Bidder/Applicant.

4.2.4 **FIELDS 7 : SIGNATURES AND ACKNOWLEDGEMENTS**

Bidders/Applicants may refer to instructions contained at paragraphs 4.1.8 and 4.1.9 for this purpose.

4.3 INSTRUCTIONS FOR FILING APPLICATION FORM IN ISSUES MADE OTHER THAN THROUGH THE BOOK BUILDING PROCESS (FIXED PRICE ISSUE)

4.3.1 **FIELDS 1, 2, 3 NAME AND CONTACT DETAILS OF SOLE/FIRST BIDDER/APPLICANT, PAN OF SOLE/FIRST BIDDER/APPLICANT & DEPOSITORY ACCOUNT DETAILS OF THE BIDDER/APPLICANT**

Applicants should refer to instructions contained in paragraphs 4.1.1, 4.1.2 and 4.1.3.

4.3.2 **FIELD 4: PRICE, APPLICATION QUANTITY & AMOUNT**

(a) The Issuer may mention Price or Price band in the draft Prospectus. However a prospectus registered with RoC contains one price or coupon rate (as applicable).

(b) **Minimum Application Value and Bid Lot**: The Issuer in consultation with the Lead Manager to the Issue (LM) may decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of Rs. 10,000 to Rs.15,000. The minimum Lot size is accordingly determined by an Issuer on basis of such minimum application value.

(c) Applications by RIIs**,** Employees and Retail Individual Shareholders, must be for such number of shares so as to ensure that the application amount payable does not exceed Rs. 200,000.

(d) Applications by other investors must be for such minimum number of shares such that the application amount exceeds Rs. 200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the application form and the Prospectus, or as advertised by the Issuer, as the case may be.

(e) An application cannot be submitted for more than the Issue size.

(f) The maximum application by any Applicant should not exceed the investment limits prescribed for them under the applicable laws.

(g) **Multiple Applications:** An Applicant should submit only one Application Form. Submission of a second Application Form to either the same or to Collection Bank(s) or SCSB and duplicate copies of Application Forms bearing the same application number shall be treated as multiple applications and are liable to be rejected.

(h) Applicants are requested to note the following procedures may be followed by the Registrar to the Issue to detect multiple applications:

i. All applications may be checked for common PAN as per the records of the Depository. For Applicants other than Mutual Funds and FII sub-accounts, Bids bearing the same PAN may be treated as multiple applications by a Bidder/Applicant and may be rejected.

ii. For applications from Mutual Funds and FII sub-accounts, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Applicants, the Application Forms may be checked for common DP ID and Client ID. In any such applications which have the same DP ID and Client ID, these may be treated as multiple applications and may be rejected.

(i) The following applications may not be treated as multiple Bids:

i. Applications by Reserved Categories in their respective reservation portion as well as that made by them in the Net Issue portion in public category.

ii. Separate applications by Mutual Funds in respect of more than one scheme of the Mutual Fund provided that the Applications clearly indicate the scheme for which the Bid has been made.

iii. Applications by Mutual Funds, and sub-accounts of FIIs (or FIIs and its sub-accounts) submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.

4.3.3 FIELD NUMBER 5 : CATEGORY OF APPLICANTS

(a) The categories of applicants identified as per the SEBI Regulations for the purpose of Bidding, allocation and allotment in the Issue are RIIs, individual applicants other than RII's and other investors (including corporate bodies or institutions, irrespective of the number of specified securities applied for).

(b) An Issuer can make reservation for certain categories of Applicants permitted under the SEBI Regulations. For details of any reservations made in the Issue, applicants may refer to the Prospectus.

(c) The SEBI Regulations specify the allocation or allotment that may be made to various categories of applicants in an Issue depending upon compliance with the eligibility conditions. Details pertaining to allocation are disclosed on reverse side of the Revision Form. For Issue specific details in relation to allocation applicant may refer to the Prospectus.

4.3.4 FIELD NUMBER 6: INVESTOR STATUS

Applicants should refer to instructions contained in paragraphs 4.1.6.

4.3.5 FIELD 7: PAYMENT DETAILS

(a) All Applicants are required to make payment of the full Amount (net of any Discount, as applicable) along-with the Application Form. If the Discount is applicable in the Issue, the RIIs should indicate the full Amount in the Application Form and the payment shall be made for an Amount net of Discount. Only in cases where the Prospectus indicates that part payment may be made, such an option can be exercised by the Applicant.

(b) RIIs and/or Reserved Categories bidding in their respective reservation portion can Bid, either through the ASBA mechanism or by paying the Bid Amount through a cheque or a demand draft ("Non-ASBA Mechanism").

(c) Application Amount cannot be paid in cash, through money order or through postal order or through stock invest.

4.3.5.1 **Instructions for non-ASBA Applicants:**

(a) Non-ASBA Applicants may submit their Application Form with the Collection Bank(s).

(b) For Applications made through a Collection Bank(s): The Applicant may, with the submission of the Application Form, draw a cheque or demand draft for the Bid Amount in favor of the Escrow Account as specified under the Prospectus and the Application Form and submit the same to the escrow Collection Bank(s).

(c) If the cheque or demand draft accompanying the Application Form is not made favoring the Escrow Account, the form is liable to be rejected.

(d) Payments should be made by cheque, or demand draft drawn on any bank (including a co-operative bank), which is situated at, and is a member of or sub-member of the bankers' clearing house located at the centre where the Application Form is submitted. Cheques/bank drafts drawn on banks not participating in the clearing process may not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected.

(e) The Escrow Collection Banks shall maintain the monies in the Escrow Account for and on behalf of the Applicants until the Designated Date.

(f) Applicants are advised to provide the number of the Application Form and PAN on the reverse of the cheque or bank draft to avoid any possible misuse of instruments submitted.

4.3.5.2 **Payment instructions for ASBA Applicants**

(a) ASBA Applicants may submit the Application Form in physical mode to the Designated Branch of an SCSB where the Applicants have ASBA Account.

(b) ASBA Applicants may specify the Bank Account number in the Application Form. The Application Form submitted by an ASBA Applicant and which is accompanied by cash, demand draft, money order, postal order or any mode of payment other than blocked amounts in the ASBA Account maintained with an SCSB, may not be accepted.

(c) Applicants should ensure that the Application Form is also signed by the ASBA Account holder(s) if the Applicant is not the ASBA Account holder;

(d) Applicants shall note that for the purpose of blocking funds under ASBA facility clearly demarcated funds shall be available in the account.

(e) From one ASBA Account, a maximum of five Bids cum Application Forms can be submitted.

(f) ASBA Applicants bidding directly through the SCSBs should ensure that the Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.

(g) Upon receipt of the Application Form, the Designated Branch of the SCSB may verify if sufficient funds equal to the Application Amount are available in the ASBA Account, as mentioned in the Application Form.

(h) If sufficient funds are available in the ASBA Account, the SCSB may block an amount equivalent to the Application Amount mentioned in the Application Form and may upload the details on the Stock Exchange Platform.

(i) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB may not upload such Applications on the Stock Exchange platform and such Applications are liable to be rejected.

(j) Upon submission of a completed Application Form each ASBA Applicant may be deemed to have agreed to block the entire Application Amount and authorized the Designated Branch of the SCSB to block the Application Amount specified in the Application Form in the ASBA Account maintained with the SCSBs.

(k) The Application Amount may remain blocked in the aforesaid ASBA Account until finalisation of the Basis of allotment and consequent transfer of the Application Amount against the Allotted Equity Shares to the Public Issue Account, or until withdrawal or failure of the Issue, or until withdrawal or rejection of the Application, as the case may be.

(l) SCSBs applying in the Issue must apply through an ASBA Account maintained with any other SCSB; else their Applications are liable to be rejected.

4.3.5.3 **Unblocking of ASBA Account**

(a) Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Issue may provide the following details to the controlling branches of each SCSB, alongwith instructions to unblock the relevant bank accounts and for successful applications transfer the requisite money to the Public Issue Account designated for this purpose, within the specified timelines: (i) the number of Equity Shares to be Allotted against each Application, (ii) the amount to be transferred from the relevant bank account to the Public Issue Account, for each Application, (iii) the date by which funds referred to in (ii) above may be transferred to the Public Issue Account, and (iv) details of rejected ASBA Applications, if any, along with reasons for rejection and details of withdrawn or unsuccessful Applications, if any, to enable the SCSBs to unblock the respective bank accounts.

(b) On the basis of instructions from the Registrar to the Issue, the SCSBs may transfer the requisite amount against each successful ASBA Application to the Public Issue Account and may unblock the excess amount, if any, in the ASBA Account.

(c) In the event of withdrawal or rejection of the Application Form and for unsuccessful Applications, the Registrar to the Issue may give instructions to the SCSB to unblock the Application Amount in the relevant ASBA Account within 12 Working Days of the Issue Closing Date.

4.3.5.4 **Discount** (if applicable)

(a) The Discount is stated in absolute rupee terms.

(b) RIIs, Employees and Retail Individual Shareholders are only eligible for discount. For Discounts offered in the Issue, applicants may refer to the Prospectus.

(c) The Applicants entitled to the applicable Discount in the Issue may make payment for an amount *i.e.* the Application Amount less Discount (if applicable).

4.3.6 **FIELD NUMBER 8: SIGNATURES AND OTHER AUTHORISATIONS & ACKNOWLEDGEMENT AND FUTURE COMMUNICATION**

Applicants should refer to instructions contained in paragraphs 4.1.8 & 4.1.9.

4.4 SUBMISSION OF BID CUM APPLICATION FORM/ REVISION FORM/APPLICATION FORM

4.4.1 **Bidders/Applicants may submit completed Bid-cum-application form / Revision Form in the following manner:-**

Mode of Application	Submission of Bid cum Application Form
Non-ASBA Application	1) To members of the Syndicate at the Specified Locations mentioned in the Bid cum Application Form 2) To Registered Brokers
ASBA Application	(a) To members of the Syndicate in the Specified Locations or Registered Brokers at the Broker Centres (b) To the Designated branches of the SCSBs where the ASBA Account

Mode of Application	Submission of Bid cum Application Form
	is maintained

(a) Bidders/Applicants should not submit the bid cum application forms/ Revision Form directly to the escrow collection banks. Bid cum Application Form/ Revision Form submitted to the escrow collection banks are liable for rejection.

(b) Bidders/Applicants should submit the Revision Form to the same member of the Syndicate, the Registered Broker or the SCSB through which such Bidder/Applicant had placed the original Bid.

(c) Upon submission of the Bid-cum-Application Form, the Bidder/Applicant will be deemed to have authorized the Issuer to make the necessary changes in the RHP and the Bid cum Application Form as would be required for filing Prospectus with the Registrar of Companies (RoC) and as would be required by the RoC after such filing, without prior or subsequent notice of such changes to the relevant Bidder/Applicant.

(d) Upon determination of the Issue Price and filing of the Prospectus with the RoC, the Bid-cum-Application Form will be considered as the application form.

SECTION 5: ISSUE PROCEDURE IN BOOK BUILT ISSUE

Book Building, in the context of the Issue, refers to the process of collection of Bids within the Price Band or above the Floor Price and determining the Issue Price based on the Bids received as detailed in Schedule XI of the SEBI Regulations. The Issue Price is finalised after the Bid/Issue Closing Date. Valid Bids received at or above the Issue Price are considered for allocation in the Issue, subject to applicable regulations and other terms and conditions.

5.1 SUBMISSION OF BIDS

(a) During the Bid/Issue Period, ASBA Bidders/Applicants may approach the members of the Syndicate at the Specified Cities or any of the Registered Brokers or the Designated Branches to register their Bids. Non-ASBA Bidders/Applicants who are interested in subscribing for the Equity Shares should approach the members of the Syndicate or any of the Registered Brokers, to register their Bid.

(b) Non-ASBA Bidders/Applicants (RIIs, Employees and Retail Individual Shareholders) bidding at Cut-off Price may submit the Bid cum Application Form along with a cheque/demand draft for the Bid Amount less discount (if applicable) based on the Cap Price with the members of the Syndicate/ any of the Registered Brokers to register their Bid.

(c) In case of ASBA Bidders/Applicants (excluding NIIs and QIBs) bidding at Cut-off Price, the ASBA Bidders/Applicants may instruct the SCSBs to block Bid Amount based on the Cap Price less discount (if applicable). ASBA Bidders/Applicants may approach the members of the Syndicate or any of the Registered Brokers or the Designated Branches to register their Bids.

(d) For Details of the timing on acceptance and upload of Bids in the Stock Exchanges Platform Bidders/Applicants are requested to refer to the RHP.

5.2 ELECTRONIC REGISTRATION OF BIDS

(a) The Syndicate, the Registered Brokers and the SCSBs may register the Bids using the on-line facilities of the Stock Exchanges. The Syndicate, the Registered Brokers and the Designated Branches of the SCSBs can also set up facilities for off-line electronic registration of Bids, subject to the condition that they may subsequently upload the off-line data file into the on-line facilities for Book Building on a regular basis before the closure of the issue.

(b) On the Bid/Issue Closing Date, the Syndicate, the Registered Broker and the Designated Branches of the SCSBs may upload the Bids till such time as may be permitted by the Stock

Exchanges.

(c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/ Allotment. The members of the Syndicate, the Registered Brokers and the SCSBs are given up to one day after the Bid/Issue Closing Date to modify select fields uploaded in the Stock Exchange Platform during the Bid/Issue Period after which the Stock Exchange(s) send the bid information to the Registrar for validation of the electronic bid details with the Depository's records.

5.3 BUILD UP OF THE BOOK

(a) Bids received from various Bidders/Applicants through the Syndicate, Registered Brokers and the SCSBs may be electronically uploaded on the Bidding Platform of the Stock Exchanges' on a regular basis. The book gets built up at various price levels. This information may be available with the BRLMs at the end of the Bid/Issue Period.

(b) Based on the aggregate demand and price for Bids registered on the Stock Exchanges Platform, a graphical representation of consolidated demand and price as available on the websites of the Stock Exchanges may be made available at the bidding centres during the Bid/Issue Period.

5.4 WITHDRAWAL OF BIDS

(a) RIIs can withdraw their Bids until finalization of Basis of Allotment. In case a RII applying through the ASBA process wishes to withdraw the Bid during the Bid/Issue Period, the same can be done by submitting a request for the same to the concerned SCSB or the Syndicate Member or the Registered Broker, as applicable, who shall do the requisite, including unblocking of the funds by the SCSB in the ASBA Account.

(b) In case a RII wishes to withdraw the Bid after the Bid/Issue Period, the same can be done by submitting a withdrawal request to the Registrar to the Issue until finalization of Basis of Allotment. The Registrar to the Issue shall give instruction to the SCSB for unblocking the ASBA Account on the Designated Date. QIBs and NIIs can neither withdraw nor lower the size of their Bids at any stage.

5.5 REJECTION & RESPONSIBILITY FOR UPLOAD OF BIDS

(a) The members of the Syndicate, the Registered Broker and/or SCSBs are individually responsible for the acts, mistakes or errors or omission in relation to

i. the Bids accepted by the members of the Syndicate, the Registered Broker and the SCSBs,

ii. the Bids uploaded by the members of the Syndicate, the Registered Broker and the SCSBs,

iii. the Bid cum application forms accepted but not uploaded by the members of the Syndicate, the Registered Broker and the SCSBs, or

iv. With respect to Bids by ASBA Bidders/Applicants, Bids accepted and uploaded by SCSBs without blocking funds in the ASBA Accounts. It may be presumed that for Bids uploaded by the SCSBs, the Bid Amount has been blocked in the relevant Account.

(b) The BRLMs and their affiliate Syndicate Members, as the case may be, may reject Bids if all the information required is not provided and the Bid cum Application Form is incomplete in any respect.

(c) The SCSBs shall have no right to reject Bids, except in case of unavailability of adequate funds in the ASBA account or on technical grounds.

(d) In case of QIB Bidders, only the (i) SCSBs (for Bids other than the Bids by Anchor Investors); and (ii) the BRLMs and their affiliate Syndicate Members (only in the specified locations) have the right to reject bids. However, such rejection shall be made at the time of receiving the Bid and only after assigning a reason for such rejection in writing.

(e) All bids by QIBs, NIIs & RIIs Bids can be rejected on technical grounds listed herein.

5.5.1 **GROUNDS FOR TECHNICAL REJECTIONS**

Bid cum Application Forms/Application Form can be rejected on the below mentioned technical grounds either at the time of their submission to the (i) authorised agents of the BRLMs, (ii) Registered Brokers, or (iii) SCSBs, or (iv) Collection Bank(s), or at the time of finalisation of the Basis of Allotment. Bidders/Applicants are advised to note that the Bids/Applications are liable to be rejected, *inter alia*, on the following grounds, which have been detailed at various placed in this GID:-

(a) Bid/Application by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minors having valid Depository Account as per Demographic Details provided by Depositories);

(b) Bids/Applications by OCBs; and

(c) In case of partnership firms, Bid/Application for Equity Shares made in the name of the firm. However, a limited liability partnership can apply in its own name;

(d) In case of Bids/Applications under power of attorney or by limited companies, corporate, trust etc., relevant documents are not being submitted along with the Bid cum application form/Application Form;

(e) Bids/Applications by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority;

(f) Bids/Applications by any person outside India if not in compliance with applicable foreign and Indian laws;

(g) DP ID and Client ID not mentioned in the Bid cum Application Form/Application Form;

(h) PAN not mentioned in the Bid cum Application Form/Application Form except for Bids/Applications by or on behalf of the Central or State Government and officials appointed by the court and by the investors residing in the State of Sikkim, provided such claims have been verified by the Depository Participant;

(i) In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN;

(j) Bids/Applications for lower number of Equity Shares than the minimum specified for that category of investors;

(k) Bids/Applications at a price less than the Floor Price & Bids/Applications at a price more than the Cap Price;

(l) Bids/Applications at Cut-off Price by NIIs and QIBs;

(m) Amount paid does not tally with the amount payable for the highest value of Equity Shares Bid for. With respect to Bids/Applications by ASBA Bidders, the amounts mentioned in the Bid cum Application Form/Application Form does not tally with the amount payable for the value of the Equity Shares Bid/Applied for;

(n) Bids/Applications for amounts greater than the maximum permissible amounts prescribed by the regulations;

(o) In relation to ASBA Bids/Applications, submission of more than five Bid cum Application Forms/Application Form as per ASBA Account;

(p) Bids/Applications for a Bid/Application Amount of more than Rs. 200,000 by RIIs by applying through non-ASBA process;

(q) Bids/Applications for number of Equity Shares which are not in multiples Equity Shares which are not in multiples as specified in the RHP;

(r) Multiple Bids/Applications as defined in this GID and the RHP/Prospectus;

(s) Bid cum Application Forms/Application Forms are not delivered by the Bidders/Applicants within the time prescribed as per the Bid cum Application Forms/Application Form, Bid/Issue Opening Date advertisement and as per the instructions in the RHP and the Bid cum Application Forms;

(t) With respect to ASBA Bids/Applications, inadequate funds in the bank account to block the Bid/Application Amount specified in the Bid cum Application Form/ Application Form at the time of blocking such Bid/Application Amount in the bank account;

(u) Bids/Applications where sufficient funds are not available in Escrow Accounts as per final certificate from the Escrow Collection Banks;

(v) With respect to ASBA Bids/Applications, where no confirmation is received from SCSB for blocking of funds;

(w) Bids/Applications by QIBs (other than Anchor Investors) and Non Institutional Bidders not submitted through ASBA process or Bids/Applications by QIBs (other than Anchor Investors) and Non Institutional Bidders accompanied with cheque(s) or demand draft(s);

(x) ASBA Bids/Applications submitted to a BRLM at locations other than the Specified Cities and Bid cum Application Forms/Application Forms, under the ASBA process, submitted to the Escrow Collecting Banks (assuming that such bank is not a SCSB where the ASBA Account is maintained), to the issuer or the Registrar to the Issue;

(y) Bids/Applications not uploaded on the terminals of the Stock Exchanges;

(z) Bids/Applications by SCSBs wherein a separate account in its own name held with any other SCSB is not mentioned as the ASBA Account in the Bid cum Application Form/Application Form.

5.6 BASIS OF ALLOCATION

(a) The SEBI Regulations specify the allocation or Allotment that may be made to various categories of Bidders/Applicants in an Issue depending on compliance with the eligibility conditions. Certain details pertaining to the percentage of Issue size available for allocation to each category is disclosed overleaf of the Bid cum Application Form and in the RHP / Prospectus. For details in relation to allocation, the Bidder/Applicant may refer to the RHP / Prospectus.

(b) Under-subscription in Retail category is allowed to be met with spill-over from any other category or combination of categories at the discretion of the Issuer and in consultation with the BRLMs and the Designated Stock Exchange and in accordance with the SEBI Regulations. Unsubscribed portion in QIB category is not available for subscription to other categories.

(c) In case of under subscription in the Net Issue, spill-over to the extent of such under-subscription may be permitted from the Reserved Portion to the Net Issue. For allocation in the event of an under-subscription applicable to the Issuer, Bidders/Applicants may refer to the RHP.

(d) **Illustration of the Book Building and Price Discovery Process**

Bidders should note that this example is solely for illustrative purposes and is not specific to the Issue; it also excludes bidding by Anchor Investors.

Bidders can bid at any price within the Price Band. For instance, assume a Price Band of Rs. 20 to Rs. 24 per share, Issue size of 3,000 Equity Shares and receipt of five Bids from Bidders, details of which are shown in the table below. The illustrative book given below shows the demand for the Equity Shares of the Issuer at various prices and is collated from Bids received from various investors.

Bid Quantity	Bid Amount (Rs.)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the Issuer is able to Issue the desired number of Equity Shares is the price at which the book cuts off, *i.e.*, Rs. 22.00 in the above example. The Issuer, in consultation with the BRLMs, may finalise the Issue Price at or below such Cut-Off Price, *i.e.*, at or below Rs. 22.00. All Bids at or above this Issue Price and cut-off Bids are valid Bids and are considered for allocation in the respective categories.

(e) **Alternate Method of Book Building**

In case of FPOs, Issuers may opt for an alternate method of Book Building in which only the Floor Price is specified for the purposes of bidding ("Alternate Book Building Process").

The Issuer may specify the Floor Price in the RHP or advertise the Floor Price at least one Working Day prior to the Bid/Issue Opening Date. QIBs may Bid at a price higher than the Floor Price and the Allotment to the QIBs is made on a price priority basis. The Bidder with the highest Bid Amount is allotted the number of Equity Shares Bid for and then the second highest Bidder is Allotted Equity Shares and this process continues until all the Equity Shares have been allotted. RIIs, NIIs and Employees are Allotted Equity Shares at the Floor Price and allotment to these categories of Bidders is made proportionately. If the number of Equity Shares Bid for at a price is more than available quantity then the allotment may be done on a proportionate basis. Further, the Issuer may place a cap either in terms of number of specified securities or percentage of issued capital of the Issuer that may be allotted to a single Bidder, decide whether a Bidder be allowed to revise the bid upwards or downwards in terms of price and/or quantity and also decide whether a Bidder be allowed single or multiple bids.

SECTION 6: ISSUE PROCEDURE IN FIXED PRICE ISSUE

Applicants may note that there is no Bid cum Application Form in a Fixed Price Issue. As the Issue Price is mentioned in the Fixed Price Issue therefore on filing of the Prospectus with the RoC, the Application so submitted is considered as the application form.

Applicants may only use the specified Application Form for the purpose of making an Application in terms of the Prospectus which may be submitted through Syndicate Members/SCSB and/or Bankers to the Issue or Registered Broker.

ASBA Applicants may submit an Application Form either in physical form to the Syndicate Members or Registered Brokers or the Designated Branches of the SCSBs or in the electronic form to the SCSB or the Designated Branches of the SCSBs authorising blocking of funds that are available in the bank account specified in the Application Form only ("ASBA Account"). The Application Form is also made available on the websites of the Stock Exchanges at least one day prior to the Bid/Issue Opening Date.

In a fixed price Issue, allocation in the net offer to the public category is made as follows: minimum fifty % to Retail Individual Investors; and remaining to (i) individual investors other than Retail Individual Investors; and (ii) other Applicants including corporate bodies or institutions, irrespective of the number of specified securities applied for. The unsubscribed portion in either of the categories specified above may be allocated to the Applicants in the other category.

For details of instructions in relation to the Application Form, Bidders/Applicants may refer to the relevant section of the GID.

SECTION 7: ALLOTMENT PROCEDURE AND BASIS OF ALLOTMENT

The allotment of Equity Shares to Bidders/Applicants other than Retail Individual Investors and Anchor Investors may be on proportionate basis. For Basis of Allotment to Anchor Investors, Bidders/Applicants may refer to RHP/Prospectus. No Retail Individual Investor is will be allotted less than the minimum Bid Lot subject to availability of shares in Retail Individual Investor Category and the remaining available shares, if any will be allotted on a proportionate basis. The Issuer is required to receive a minimum subscription of 90% of the Issue (excluding any Offer for Sale of specified securities). However, in case the Issue is in the nature of Offer for Sale only, then minimum subscription may not be applicable.

7.1 ALLOTMENT TO RIIs

Bids received from the RIIs at or above the Issue Price may be grouped together to determine the total demand under this category. If the aggregate demand in this category is less than or equal to the Retail Category at or above the Issue Price, full Allotment may be made to the RIIs to the extent of the valid Bids. If the aggregate demand in this category is greater than the allocation to in the Retail Category at or above the Issue Price, then the maximum number of RIIs who can be Allotted the minimum Bid Lot will be computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot ("Maximum RII Allottees"). The Allotment to the RIIs will then be made in the following manner:

(a) In the event the number of RIIs who have submitted valid Bids in the Issue is equal to or less than Maximum RII Allottees, (i) all such RIIs shall be Allotted the minimum Bid Lot; and (ii) the balance available Equity Shares, if any, remaining in the Retail Category shall be Allotted on a proportionate basis to the RIIs who have received Allotment as per (i) above for the balance demand of the Equity Shares Bid by them (*i.e.* who have Bid for more than the minimum Bid Lot).

(b) In the event the number of RIIs who have submitted valid Bids in the Issue is more than Maximum RII Allottees, the RIIs (in that category) who will then be allotted minimum Bid Lot shall be determined on the basis of draw of lots.

7.2 ALLOTMENT TO NIIs

Bids received from NIIs at or above the Issue Price may be grouped together to determine the total demand under this category. The allotment to all successful NIIs may be made at or above the Issue Price. If the aggregate demand in this category is less than or equal to the Non-Institutional Category at or above the Issue Price, full allotment may be made to NIIs to the extent of their demand. In case the aggregate demand in this category is greater than the Non-Institutional Category at or above the Issue Price, allotment may be made on a proportionate basis up to a minimum of the Non-Institutional Category.

7.3 ALLOTMENT TO QIBs

For the Basis of Allotment to Anchor Investors, Bidders/Applicants may refer to the SEBI Regulations or RHP / Prospectus. Bids received from QIBs bidding in the QIB Category (net of Anchor Portion) at or above the Issue Price may be grouped together to determine the total demand under this category. The QIB Category may be available for allotment to QIBs who have Bid at a price that is equal to or greater than the Issue Price. Allotment may be undertaken in the following manner:

(a) In the first instance allocation to Mutual Funds for up to 5% of the QIB Category may be determined as follows: (i) In the event that Bids by Mutual Fund exceeds 5% of the QIB Category, allocation to Mutual Funds may be done on a proportionate basis for up to 5% of the QIB Category; (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Category then all Mutual Funds may get full allotment to the extent of valid Bids received above the Issue Price; and (iii) Equity Shares remaining unsubscribed, if any and not allocated to Mutual Funds may be available for allotment to all QIBs as set out at paragraph 7.4(b) below;

(b) In the second instance, allotment to all QIBs may be determined as follows: (i) In the event of oversubscription in the QIB Category, all QIBs who have submitted Bids above the Issue Price may be Allotted Equity Shares on a proportionate basis for up to 95% of the QIB Category; (ii) Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIBs; and (iii) Under-subscription below 5% of the QIB Category, if any, from Mutual Funds, may be included for allocation to the remaining QIBs on a proportionate basis.

7.4 ALLOTMENT TO ANCHOR INVESTOR (IF APPLICABLE)

(a) Allocation of Equity Shares to Anchor Investors at the Anchor Investor Issue Price will be at the discretion of the issuer subject to compliance with the following requirements:

i. not more than 60% of the QIB Portion will be allocated to Anchor Investors;

ii. one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors; and

iii. allocation to Anchor Investors shall be on a discretionary basis and subject to:

- a maximum number of two Anchor Investors for allocation up to Rs. 10 crores;

- a minimum number of two Anchor Investors and maximum number of 15 Anchor Investors for allocation of more than Rs. 10 crores and up to Rs. 250 crores subject to minimum allotment of Rs. 5 crores per such Anchor Investor; and

- a minimum number of five Anchor Investors and maximum number of 25 Anchor Investors for allocation of more than Rs. 250 crores subject to minimum allotment of Rs. 5 crores per such Anchor Investor.

(b) A physical book is prepared by the Registrar on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of the issuer in consultation with the BRLMs, selected Anchor Investors will be sent a CAN and if required, a revised CAN.

(c) **In the event that the Issue Price is higher than the Anchor Investor Issue Price**: Anchor Investors will be sent a revised CAN within one day of the Pricing Date indicating the number of Equity Shares allocated to such Anchor Investor and the pay-in date for payment of the balance amount. Anchor Investors are then required to pay any additional amounts, being the difference between the Issue Price and the Anchor Investor Issue Price, as indicated in the revised CAN within the pay-in date referred to in the revised CAN. Thereafter, the Allotment Advice will be issued to such Anchor Investors.

(d) **In the event the Issue Price is lower than the Anchor Investor Issue Price:** Anchor Investors who have been Allotted Equity Shares will directly receive Allotment Advice.

7.5 BASIS OF ALLOTMENT FOR QIBs (OTHER THAN ANCHOR INVESTORS), NIIs AND RESERVED CATEGORY IN CASE OF OVER-SUBSCRIBED ISSUE

In the event of the Issue being over-subscribed, the Issuer may finalise the Basis of Allotment in consultation with the Designated Stock Exchange in accordance with the SEBI Regulations.

The allocation may be made in marketable lots, on a proportionate basis as explained below:

(a) Bidders may be categorized according to the number of Equity Shares applied for;

(b) The total number of Equity Shares to be Allotted to each category as a whole may be arrived at on a proportionate basis, which is the total number of Equity Shares applied for in that category (number of Bidders in the category multiplied by the number of Equity Shares applied for) multiplied by the inverse of the over-subscription ratio;

(c) The number of Equity Shares to be Allotted to the successful Bidders may be arrived at on a proportionate basis, which is total number of Equity Shares applied for by each Bidder in that category multiplied by the inverse of the over-subscription ratio;

(d) In all Bids where the proportionate allotment is less than the minimum bid lot decided per Bidder, the allotment may be made as follows: the successful Bidders out of the total Bidders for a category may be determined by a draw of lots in a manner such that the total number of Equity Shares Allotted in that category is equal to the number of Equity Shares calculated in accordance with (b) above; and each successful Bidder may be Allotted a minimum of such Equity Shares equal to the minimum Bid Lot finalised by the Issuer;

(e) If the proportionate allotment to a Bidder is a number that is more than the minimum Bid lot but is not a multiple of one (which is the marketable lot), the decimal may be rounded off to the higher whole number if that decimal is 0.5 or higher. If that number is lower than 0.5 it may be rounded off to the lower whole number. Allotment to all bidders in such categories may be arrived at after such rounding off; and

(f) If the Equity Shares allocated on a proportionate basis to any category are more than the Equity Shares Allotted to the Bidders in that category, the remaining Equity Shares available for allotment may be first adjusted against any other category, where the Allotted Equity Shares are not sufficient for proportionate allotment to the successful Bidders in that category. The balance Equity Shares, if any, remaining after such adjustment may be added to the category comprising Bidders applying for minimum number of Equity Shares.

7.6 DESIGNATED DATE AND ALLOTMENT OF EQUITY SHARES

(a) **Designated Date:** On the Designated Date, the Escrow Collection Banks shall transfer the funds represented by allocation of Equity Shares (other than ASBA funds with the SCSBs) from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Issue Account with the Bankers to the Issue. The balance amount after transfer to the Public Issue Account shall be transferred to the Refund Account. Payments of refund to the Bidders shall also be made from the Refund Account as per the terms of the Escrow Agreement and the RHP.

(b) **Issuance of Allotment Advice:** Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall upload the same on its website. On the basis of the approved Basis of Allotment, the Issuer shall pass necessary corporate action to facilitate the Allotment and credit of Equity Shares. Bidders/Applicants **are advised to instruct their Depository Participant to accept the Equity Shares that may be allotted to them pursuant to the Issue.**

Pursuant to confirmation of such corporate actions, the Registrar will dispatch Allotment Advice to the Bidders/Applicants who have been Allotted Equity Shares in the Issue.

(c) The dispatch of Allotment Advice shall be deemed a valid, binding and irrevocable contract.

(d) Issuer will ensure that: (i) the Allotment of Equity Shares; and (ii) credit of shares to the successful Bidders/Applicants Depository Account will be completed within 12 Working Days of the Bid/ Issue Closing Date. The Issuer also ensures the credit of shares to the successful Applicant's depository account is completed within two Working Days from the date of Allotment, after the funds are transferred from the Escrow Account to the Public Issue Account on the Designated Date.

SECTION 8: INTEREST AND REFUNDS

8.1 COMPLETION OF FORMALITIES FOR LISTING & COMMENCEMENT OF TRADING

The Issuer may ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges are taken within 12 Working Days of the

Bid/Issue Closing Date. The Registrar to the Issue may give instructions for credit to Equity Shares the beneficiary account with DPs, and dispatch the Allotment Advice within 12 Working Days of the Bid/Issue Closing Date.

8.2 GROUNDS FOR REFUND

8.2.1 NON RECEIPT OF LISTING PERMISSION

An Issuer makes an application to the Stock Exchange(s) for permission to deal in/list and for an official quotation of the Equity Shares. All the Stock Exchanges from where such permission is sought are disclosed in RHP/Prospectus. The Designated Stock Exchange may be as disclosed in the RHP/Prospectus with which the Basis of Allotment may be finalised.

If the Issuer fails to make application to the Stock Exchange(s) and obtain permission for listing of the Equity Shares, in accordance with the provisions of Section 40 of the Companies Act, 2013, the Issuer shall be punishable with a fine which shall not be less than Rs. 5 lakhs but which may extend to Rs. 50 lakhs and every officer of the Issuer who is in default shall be punishable with imprisonment for a term which may extend to one year or with fine which shall not be less than Rs. 50,000 but which may extend to Rs. 3 lakhs, or with both.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchange(s), the Issuer may forthwith repay, without interest, all moneys received from the Bidders/Applicants in pursuance of the RHP/Prospectus.

If such money is not repaid within the prescribed time after the Issuer becomes liable to repay it, then the Issuer and every director of the Issuer who is an officer in default may, on and from such expiry of such period, be liable to repay the money, with interest at such rate, as disclosed in the RHP/Prospectus.

8.2.2 NON RECEIPT OF MINIMUM SUBSCRIPTION

If the Issuer does not receive a minimum subscription of 90% of the Net Issue (excluding any offer for sale of specified securities), including devolvement to the Underwriters, within 70 days from the Bid/Issue Closing Date, the Issuer may forthwith, without interest refund the entire subscription amount received. In case the Issue is in the nature of Offer for Sale only, then minimum subscription may not be applicable.

If there is a delay beyond the prescribed time, then the Issuer and every director of the Issuer who is an officer in default may be liable to repay the money, with interest at the rate of 15% per annum in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended.

8.2.3 MINIMUM NUMBER OF ALLOTTEES

The Issuer may ensure that the number of prospective Allottees to whom Equity Shares may be allotted may not be less than 1,000 failing which the entire application monies may be refunded forthwith.

8.2.4 IN CASE OF ISSUES MADE UNDER COMPULSORY BOOK BUILDING

In case an Issuer not eligible under Regulation 26(1) of the SEBI Regulations comes for an Issue under Regulation 26(2) of SEBI Regulations but fails to allot at least 75% of the Net Issue to QIBs, in such case full subscription money is to be refunded.

8.3 MODE OF REFUND

(a) **In case of ASBA Bids/Applications:** Within 12 Working Days of the Bid/Issue Closing Date, the Registrar to the Issue may give instructions to SCSBs for unblocking the amount in ASBA Account on unsuccessful Bid/Application and also for any excess amount blocked on Bidding/Application.

(b) **In case of Non-ASBA Bid/Applications:** Within 12 Working Days of the Bid/Issue Closing Date, the Registrar to the Issue may dispatch the refund orders for all amounts payable to unsuccessful Bidders/Applicants and also for any excess amount paid on Bidding/Application, after adjusting for allocation/ allotment to Bidders/Applicants.

(c) In case of non-ASBA Bidders/Applicants, the Registrar to the Issue may obtain from the depositories the Bidders/Applicants' bank account details, including the MICR code, on the basis of the DP ID, Client ID and PAN provided by the Bidders/Applicants in their Bid cum Application Forms for refunds. Accordingly, Bidders/Applicants are advised to immediately update their details as appearing on the records of their DPs. Failure to do so may result in delays in dispatch of refund orders or refunds through electronic transfer of funds, as applicable, and any such delay may be at the Bidders/Applicants' sole risk and neither the Issuer, the Registrar to the Issue, the Escrow Collection Banks, or the Syndicate, may be liable to compensate the Bidders/Applicants for any losses caused to them due to any such delay, or liable to pay any interest for such delay. Please note that refunds on account of our Company not receiving the minimum subscription of 90% of the Issue, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.

(d) In the case of Bids from Eligible NRIs, FIIs and FPIs, refunds, if any, may generally be payable in Indian Rupees only and net of bank charges and/or commission. If so desired, such payments in Indian Rupees may be converted into U.S. Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and may be dispatched by registered post. The Issuer may not be responsible for loss, if any, incurred by the Bidder/Applicant on account of conversion of foreign currency.

8.3.1 Mode of making refunds for Bidders/Applicants other than ASBA Bidders/Applicants

The payment of refund, if any, may be done through various modes as mentioned below:

(a) **NECS**—Payment of refund may be done through NECS for Bidders/Applicants having an account at any of the centers specified by the RBI. This mode of payment of refunds may be subject to availability of complete bank account details including the nine-digit MICR code of the Bidder/Applicant as obtained from the Depository;

(b) **NEFT**—Payment of refund may be undertaken through NEFT wherever the branch of the Bidders/Applicants' bank is NEFT enabled and has been assigned the Indian Financial System Code ("IFSC"), which can be linked to the MICR of that particular branch. The IFSC Code may be obtained from the website of RBI as at a date prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Bidders/Applicants have registered their nine-digit MICR number and their bank account number while opening and operating the demat account, the same may be duly mapped with the IFSC Code of that particular bank branch and the payment of refund may be made to the Bidders/Applicants through this method. In the event NEFT is not operationally feasible, the payment of refunds may be made through any one of the other modes as discussed in this section;

(c) **Direct Credit**—Bidders/Applicants having their bank account with the Refund Banker may be eligible to receive refunds, if any, through direct credit to such bank account;

(d) **RTGS**—Bidders/Applicants having a bank account at any of the centers notified by SEBI where clearing houses are managed by the RBI, may have the option to receive refunds, if any, through RTGS; and

(e) For all the other Bidders/Applicants, including Bidders/Applicants who have not updated their bank particulars along with the nine-digit MICR code, the refund orders may be dispatched through speed post or registered post for refund orders. Such refunds may be made by cheques, pay orders or demand drafts drawn on the Refund Bank and payable at par at places where Bids are received.

Please note that refunds on account of our Company not receiving the minimum subscription of 90% of the Issue, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.

For details of levy of charges, if any, for any of the above methods, Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centers etc Bidders/Applicants may refer to RHP/Prospectus.

8.3.2 Mode of making refunds for ASBA Bidders/Applicants

In case of ASBA Bidders/Applicants, the Registrar to the Issue may instruct the controlling branch of the SCSB to unblock the funds in the relevant ASBA Account for any withdrawn, rejected or unsuccessful ASBA Bids or in the event of withdrawal or failure of the Issue.

8.4 INTEREST IN CASE OF DELAY IN ALLOTMENT OR REFUND

The Issuer may pay interest at the rate of 15% per annum if refund orders are not dispatched or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and/or demat credits are not made to Bidders/Applicants or instructions for unblocking of funds in the ASBA Account are not dispatched within the 12 Working days of the Bid/Issue Closing Date.

The Issuer may pay interest at 15% per annum for any delay beyond 15 days from the Bid/ Issue Closing Date, if Allotment is not made.

SECTION 9: GLOSSARY AND ABBREVIATIONS

Unless the context otherwise indicates or implies, certain definitions and abbreviations used in this document may have the meaning as provided below. References to any legislation, act or regulation may be to such legislation, act or regulation as amended from time to time.

Term	Description
Allotment/ Allot/ Allotted	The allotment of Equity Shares pursuant to the Issue to successful Bidders/Applicants
Allottee	An Bidder/Applicant to whom the Equity Shares are Allotted
Allotment Advice	Note or advice or intimation of Allotment sent to the Bidders/Applicants who have been allotted Equity Shares after the Basis of Allotment has been approved by the designated Stock Exchanges
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI Regulations.
Anchor Investor Portion	Up to 60% of the QIB Category which may be allocated by the Issuer in consultation with the BRLMs, to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion is reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to Anchor Investors
Application Form	The form in terms of which the Applicant should make an application for Allotment in case of issues other than Book Built Issues, includes Fixed Price Issue
Application Supported by Blocked Amount/ (ASBA)/ASBA	An application, whether physical or electronic, used by Bidders/Applicants to make a Bid authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB
ASBA Account	Account maintained with an SCSB which may be blocked by such SCSB to the extent of the Bid Amount of the ASBA Bidder/Applicant
ASBA Bid	A Bid made by an ASBA Bidder
ASBA Bidder/Applicant	Prospective Bidders/Applicants in the Issue who Bid/apply through ASBA
Banker(s) to the Issue/ Escrow Collection Bank(s)/ Collecting Banker	The banks which are clearing members and registered with SEBI as Banker to the Issue with whom the Escrow Account(s) may be opened, and as disclosed in the RHP/Prospectus and Bid cum Application Form of the Issuer
Basis of Allotment	The basis on which the Equity Shares may be Allotted to successful Bidders/Applicants under the Issue
Bid	An indication to make an offer during the Bid/Issue Period by a prospective Bidder pursuant to submission of Bid cum Application Form or during the Anchor Investor Bid/Issue Period by the Anchor Investors, to subscribe for or purchase the Equity Shares of the Issuer at a price within the Price Band, including all revisions and modifications thereto. In case of issues undertaken through the fixed price process, all references to a Bid should be construed to mean an Application

Term	Description
Bid /Issue Closing Date	The date after which the Syndicate, Registered Brokers and the SCSBs may not accept any Bids for the Issue, which may be notified in an English national daily, a Hindi national daily and a regional language newspaper at the place where the registered office of the Issuer is situated, each with wide circulation. Applicants/bidders may refer to the RHP/Prospectus for the Bid/ Issue Closing Date
Bid/Issue Opening Date	The date on which the Syndicate and the SCSBs may start accepting Bids for the Issue, which may be the date notified in an English national daily, a Hindi national daily and a regional language newspaper at the place where the registered office of the Issuer is situated, each with wide circulation. Applicants/bidders may refer to the RHP/Prospectus for the Bid/ Issue Opening Date
Bid/Issue Period	Except in the case of Anchor Investors (if applicable), the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date inclusive of both days and during which prospective Bidders/Applicants (other than Anchor Investors) can submit their Bids, inclusive of any revisions thereof. The Issuer may consider closing the Bid/ Issue Period for QIBs one working day prior to the Bid/Issue Closing Date in accordance with the SEBI Regulations. Applicants/bidders may refer to the RHP/Prospectus for the Bid/ Issue Period
Bid Amount	The highest value of the optional Bids indicated in the Bid cum Application Form and payable by the Bidder/Applicant upon submission of the Bid (except for Anchor Investors), less discounts (if applicable). In case of issues undertaken through the fixed price process, all references to the Bid Amount should be construed to mean the Application Amount
Bid cum Application Form	The form in terms of which the Bidder/Applicant should make an offer to subscribe for or purchase the Equity Shares and which may be considered as the application for Allotment for the purposes of the Prospectus, whether applying through the ASBA or otherwise. In case of issues undertaken through the fixed price process, all references to the Bid cum Application Form should be construed to mean the Application Form
Bidder/Applicant	Any prospective investor (including an ASBA Bidder/Applicant) who makes a Bid pursuant to the terms of the RHP/Prospectus and the Bid cum Application Form. In case of issues undertaken through the fixed price process, all references to a Bidder/Applicant should be construed to mean an Bidder/Applicant
Book Built Process/ Book Building Process/ Book Building Method	The book building process as provided under the SEBI Regulations, in terms of which the Issue is being made
Broker Centres	Broker centres notified by the Stock Exchanges, where Bidders/Applicants can submit the Bid cum Application Forms/Application Form to a Registered Broker. The details of such broker centres, along with the names and contact details of the Registered Brokers are available on the websites of the Stock Exchanges.
BRLM(s)/ Book Running Lead Manager(s)/Lead Manager/ LM	The Book Running Lead Manager to the Issue as disclosed in the RHP/Prospectus and the Bid cum Application Form of the Issuer. In case of issues undertaken through the fixed price process, all references to the Book Running Lead Manager should be construed to mean the Lead Manager or LM
Business Day	Monday to Friday (except public holidays)
CAN/Confirmation of Allotment Note	The note or advice or intimation sent to each successful Bidder/Applicant indicating the Equity Shares which may be Allotted, after approval of Basis of Allotment by the Designated Stock Exchange
Cap Price	The higher end of the Price Band, above which the Issue Price and the Anchor Investor Issue Price may not be finalised and above which no Bids may be accepted
Client ID	Client Identification Number maintained with one of the Depositories in relation to demat account

Term	Description
Cut-off Price	Issue Price, finalised by the Issuer in consultation with the Book Running Lead Manager(s), which can be any price within the Price Band. Only RIIs, Retail Individual Shareholders and employees are entitled to Bid at the Cut-off Price. No other category of Bidders/Applicants are entitled to Bid at the Cut-off Price
DP	Depository Participant
DP ID	Depository Participant's Identification Number
Depositories	National Securities Depository Limited and Central Depository Services (India) Limited
Demographic Details	Details of the Bidders/Applicants including the Bidder/Applicant's address, name of the Applicant's father/husband, investor status, occupation and bank account details
Designated Branches	Such branches of the SCSBs which may collect the Bid cum Application Forms used by the ASBA Bidders/Applicants applying through the ASBA and a list of which is available on http://www.sebi.gov.in/cms/sebi_data/attachdocs/1316087201341.html
Designated Date	The date on which funds are transferred by the Escrow Collection Bank(s) from the Escrow Account or the amounts blocked by the SCSBs are transferred from the ASBA Accounts, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, after the Prospectus is filed with the RoC, following which the board of directors may Allot Equity Shares to successful Bidders/Applicants in the fresh Issue may give delivery instructions for the transfer of the Equity Shares constituting the Offer for Sale
Designated Stock Exchange	The designated stock exchange as disclosed in the RHP/Prospectus of the Issuer
Discount	Discount to the Issue Price that may be provided to Bidders/Applicants in accordance with the SEBI Regulations.
Draft Prospectus	The draft prospectus filed with SEBI in case of Fixed Price Issues and which may mention a price or a Price Band
Employees	Employees of an Issuer as defined under the SEBI Regulations and including, in case of a new company, persons in the permanent and full time employment of the promoting companies excluding the promoters and immediate relatives of the promoter. For further details Bidder/Applicant may refer to the RHP/Prospectus
Equity Shares	Equity shares of the Issuer
Escrow Account	Account opened with the Escrow Collection Bank(s) and in whose favour the Bidders/Applicants (excluding the ASBA Bidders/Applicants) may Issue cheques or drafts in respect of the Bid Amount when submitting a Bid
Escrow Agreement	Agreement to be entered into among the Issuer, the Registrar to the Issue, the Book Running Lead Manager(s), the Syndicate Member(s), the Escrow Collection Bank(s) and the Refund Bank(s) for collection of the Bid Amounts and where applicable, remitting refunds of the amounts collected to the Bidders/Applicants (excluding the ASBA Bidders/Applicants) on the terms and conditions thereof
Escrow Collection Bank(s)	Refer to definition of Banker(s) to the Issue
FCNR Account	Foreign Currency Non-Resident Account
First Bidder/Applicant	The Bidder/Applicant whose name appears first in the Bid cum Application Form or Revision Form
FII(s)	Foreign Institutional Investors as defined under the SEBI (Foreign Institutional Investors) Regulations, 1995 and registered with SEBI under applicable laws in India
Fixed Price Issue/Fixed Price Process/Fixed Price Method	The Fixed Price process as provided under the SEBI Regulations, in terms of which the Issue is being made
Floor Price	The lower end of the Price Band, at or above which the Issue Price and the Anchor Investor Issue Price may be finalised and below which no Bids may be accepted, subject to any revision thereto
FPIs	Foreign Portfolio Investors as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014

Term	Description
FPO	Further public offering
Foreign Venture Capital Investors or FVCIs	Foreign Venture Capital Investors as defined and registered with SEBI under the SEBI (Foreign Venture Capital Investors) Regulations, 2000
IPO	Initial public offering
Issue	Public Issue of Equity Shares of the Issuer including the Offer for Sale if applicable
Issuer/ Company	The Issuer proposing the initial public offering/further public offering as applicable
Issue Price	The final price, less discount (if applicable) at which the Equity Shares may be Allotted in terms of the Prospectus. The Issue Price may be decided by the Issuer in consultation with the Book Running Lead Manager(s)
Maximum RII Allottees	The maximum number of RIIs who can be allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot.
MICR	Magnetic Ink Character Recognition - nine-digit code as appearing on a cheque leaf
Mutual Fund	A mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996
Mutual Funds Portion	5% of the QIB Category (excluding the Anchor Investor Portion) available for allocation to Mutual Funds only, being such number of equity shares as disclosed in the RHP/Prospectus and Bid cum Application Form
NECS	National Electronic Clearing Service
NEFT	National Electronic Fund Transfer
NRE Account	Non-Resident External Account
NRI	NRIs from such jurisdictions outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the RHP/Prospectus constitutes an invitation to subscribe to or purchase the Equity Shares
NRO Account	Non-Resident Ordinary Account
Net Issue	The Issue less reservation portion
Non-Institutional Investors or NIIs	All Bidders/Applicants, including sub accounts of FIIs registered with SEBI which are foreign corporate or foreign individuals and FPIs which are Category III foreign portfolio investors registered with SEBI, that are not QIBs or RIBs and who have Bid for Equity Shares for an amount of more than Rs. 200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Category	The portion of the Issue being such number of Equity Shares available for allocation to NIIs on a proportionate basis and as disclosed in the RHP/Prospectus and the Bid cum Application Form
Non-Resident	A person resident outside India, as defined under FEMA and includes Eligible NRIs, FIIs, FPIs and FVCIs registered with SEBI
OCB/Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA
Offer for Sale	Public offer of such number of Equity Shares as disclosed in the RHP/Prospectus through an offer for sale by the Selling Shareholders
Other Investors	Investors other than Retail Individual Investors in a Fixed Price Issue. These include individual applicants other than retail individual investors and other investors including corporate bodies or institutions irrespective of the number of specified securities applied for.
PAN	Permanent Account Number allotted under the IT Act, 1961

Term	Description
Price Band	Price Band with a minimum price, being the Floor Price and the maximum price, being the Cap Price and includes revisions thereof. The Price Band and the minimum Bid lot size for the Issue may be decided by the Issuer in consultation with the Book Running Lead Manager(s) and advertised, at least five working days in case of an IPO and one working day in case of FPO, prior to the Bid/ Issue Opening Date, in English national daily, Hindi national daily and regional language at the place where the registered office of the Issuer is situated, newspaper each with wide circulation
Pricing Date	The date on which the Issuer in consultation with the Book Running Lead Manager(s), finalise the Issue Price
Prospectus	The prospectus to be filed with the RoC in accordance with Section 26 of the Companies Act, 2013 after the Pricing Date, containing the Issue Price,the size of the Issue and certain other information
Public Issue Account	An account opened with the Banker to the Issue to receive monies from the Escrow Account and from the ASBA Accounts on the Designated Date
QIB Category	The portion of the Issue being such number of Equity Shares to be Allotted to QIBs on a proportionate basis
Qualified Institutional Buyers or QIBs	As defined under the SEBI Regulations
RTGS	Real Time Gross Settlement
Red Herring Prospectus/ RHP	The red herring prospectus issued in accordance with Section 32 of the Companies Act, 2013, which does not have complete particulars of the price at which the Equity Shares are offered and the size of the Issue. The RHP may be filed with the RoC at least three days before the Bid/Issue Opening Date and may become a Prospectus upon filing with the RoC after the Pricing Date. In case of issues undertaken through the fixed price process, all references to the RHP should be construed to mean the Prospectus
Refund Account(s)	The account opened with Refund Bank(s), from which refunds (excluding refunds to ASBA Bidders/Applicants), if any, of the whole or part of the Bid Amount may be made
Refund Bank(s)	Refund bank(s) as disclosed in the RHP/Prospectus and Bid cum Application Form of the Issuer
Refunds through electronic transfer of funds	Refunds through NECS, Direct Credit, NEFT, RTGS or ASBA, as applicable
Registered Broker	Stock Brokers registered with the Stock Exchanges having nationwide terminals, other than the members of the Syndicate
Registrar to the Issue/RTI	The Registrar to the Issue as disclosed in the RHP/Prospectus and Bid cum Application Form
Reserved Category/ Categories	Categories of persons eligible for making application/bidding under reservation portion
Reservation Portion	The portion of the Issue reserved for category of eligible Bidders/Applicants as provided under the SEBI Regulations
Retail Individual Investors / RIIs	Investors who applies or bids for a value of not more than Rs. 200,000.
Retail Individual Shareholders	Shareholders of a listed Issuer who applies or bids for a value of not more than Rs. 200,000.
Retail Category	The portion of the Issue being such number of Equity Shares available for allocation to RIIs which shall not be less than the minimum bid lot, subject to availability in RII category and the remaining shares to be allotted on proportionate basis.
Revision Form	The form used by the Bidders in an issue through Book Building process to modify the quantity of Equity Shares and/or bid price indicates therein in any of their Bid cum Application Forms or any previous Revision Form(s)
RoC	The Registrar of Companies
SEBI	The Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992
SEBI Regulations	The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009

Term	Description
Self Certified Syndicate Bank(s) or SCSB(s)	A bank registered with SEBI, which offers the facility of ASBA and a list of which is available on http://www.sebi.gov.in/cms/sebi_data/attachdocs/1316087201341.html
Specified Locations	Refer to definition of Broker Centers
Stock Exchanges/ SE	The stock exchanges as disclosed in the RHP/Prospectus of the Issuer where the Equity Shares Allotted pursuant to the Issue are proposed to be listed
Syndicate	The Book Running Lead Manager(s) and the Syndicate Member
Syndicate Agreement	The agreement to be entered into among the Issuer, and the Syndicate in relation to collection of the Bids in this Issue (excluding Bids from ASBA Bidders/Applicants)
Syndicate Member(s)/SM	The Syndicate Member(s) as disclosed in the RHP/Prospectus
Underwriters	The Book Running Lead Manager(s) and the Syndicate Member(s)
Underwriting Agreement	The agreement amongst the Issuer, and the Underwriters to be entered into on or after the Pricing Date
Working Day	All days other than a Sunday or a public holiday on which commercial banks are open for business, except with reference to announcement of Price Band and Bid/Issue Period, where working day shall mean all days, excluding Saturdays, Sundays and public holidays, which are working days for commercial banks in India

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of the Government of India, the FDI Policy (as defined below) and FEMA. The government bodies responsible for granting foreign investment approvals are FIPB and the RBI.

The Government has from time to time made policy pronouncements on FDI through press notes and press releases. The DIPP issued the Consolidated FDI Policy by way of Circular No. D/o IPP F. No. 5(1)/2015-FC-1 dated May 12, 2015 ("FDI Policy"), which with effect from May 12, 2015, consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DIPP that were in force and effect as on May 11, 2015. However, Press Note 4 of 2015 dated April 24, 2015 regarding policy on foreign investment in pension sector, continues to remain effective. The Government proposes to update the consolidated circular on FDI Policy once every year and therefore, FDI Policy will be valid until the DIPP issues an updated circular.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of the FIPB or the RBI, provided that (i) the activities of the investee company are under the automatic route under the foreign direct investment ("FDI") Policy and transfer does not attract the provisions of the Takeover Regulations; (ii) the non-resident shareholding is within the sectoral limits under the FDI policy; and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI and the RBI.

As per the existing policy of the Government of India, OCBs cannot participate in this Issue.

The Equity Shares have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws. Accordingly, the Equity Shares are being offered and sold outside the United States in offshore transactions in reliance on Regulation S under the Securities Act and applicable laws of the jurisdictions where such offers and sales occur.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLMs are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION VIII: MAIN PROVISIONS OF ARTICLES OF ASSOCIATION

Capitalized terms used in this section have the meaning that has been given to such terms in the Articles of Association of our Company. Pursuant to Schedule I of the Companies Act, 2013 and the SEBI Regulations, the main provisions of the Articles of Association of our Company are detailed below:

Part A of the Articles of Association

Authorised Share Capital

Article 2 provides that "the authorised share capital of the Company shall be ₹4,030,000,000 with power to increase and reduce the capital for the time being of the Company, into several classes and to attach thereto respectively preferential, deferred, qualified or special rights, privileges, or conditions as may be determined by or in accordance with regulations of the Company and to vary, modify, or abrogate any such rights, privileges or conditions in such manner as may for the time being provided by the Company."

Article 4 provides that "the Company may issue equity shares with voting rights and/or with differential rights as to dividend, voting or otherwise in accordance with the Act, and preference shares."

Increase, reduction and alteration in capital

Article 57 provides that "subject to the provisions of the Act, the Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution."

Article 58 provides that "subject to the provisions of the Act, the Company, may by ordinary resolution, -

(a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert the stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of a smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person."

Article 71 provides that "notwithstanding anything contained in the Articles but subject to the provisions of the Act or any other law for the time being in force, the Company may purchase its own Shares or other specified securities, as may be specified by the Ministry of Corporate Affairs, by way of a buy-back arrangement, in accordance with Sections 68, 69 and 70 of the Companies Act, 2013 and subject to compliance with the law. When the Company buys back its own shares out of free reserves or securities premium account, a sum equal to the nominal value of the shares so purchased shall be transferred to the securities premium account, in accordance with the provisions of the Act."

Article 63 provides that "subject to applicable provisions of the Act, the Company may from time to time by special resolution reduce its share capital in any way and in particular and without prejudice to the generally of the foregoing powers:

(a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up; or

(b) either with or without extinguishing or reducing liability on any of its shares cancel any paid-up share capital which is lost or is unrepresented by available assets, or

(c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the Company.

(d) and may, if so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.

The Company may, subject to the applicable provisions of the Act from time to time, reduce its capital redemption reserve account and the securities premium account in any manner for the time being authorized by law."

Payment of commission and brokerage

Article 13 provides that "the Company may exercise the powers of paying commissions conferred under the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required under the Act."

Article 14 provides that "the rate or amount of the commission shall not exceed the rate or amount prescribed under the Act."

Article 15 provides that "the commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or partly in the one way and partly in the other."

Calls

Article 29 provides that "subject to the provisions of the Act, the Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. A call may be revoked or postponed at the discretion of the Board."

Article 30 provides that "a call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments."

Article 31 provides that "the joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof."

Article 32 provides that "if a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 10% per annum or at such lower rate, if any, as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part."

Article 33 provides that "any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified."

Article 34 provides that "the Board may, if it thinks fit, subject to the applicable provisions of the Act, agree to and receive from any member willing to advance the same, all or any part of the monies remaining unpaid or any Shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12% per annum, as may be agreed upon between the Board and the member paying the sum in advance, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The Member shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable."

Forfeiture, surrender and lien

Article 49 provides that "if a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment."

Article 51 provides that “if the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.”

Article 52 provides that “a forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.”

Article 53 provides that “a person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.”

Article 55 provides that “the provisions of these Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.”

Article 23 provides that “the Company shall have a first and paramount lien on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share, and on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company. Provided that the Board of directors may, at any time, declare any share to be wholly or in part exempt from the provisions of this clause.”

Article 26 provides that “the Company may sell, in such manner the Board thinks fit, any shares on which Company has a lien. Provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable, or until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.”

Transfer and transmission of shares

Article 36 provides that “the instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.”

Article 37 provides that “subject to the applicable provisions of the Act, including the right of appeal conferred under Section 58 of the Act and Section 22A of the Securities Contracts (Regulations) Act, 1956, the Directors may, by reason, decline to register or acknowledge any transfer of Shares whether fully paid or not and the right of refusal, shall not be affected by the circumstance that the proposed transferee is already a Member of the Company but in such cases, the Board shall within one month from the date on which the instrument of transfer was lodged with the Company send to the transferee and the transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company or any account whatsoever except when the Company has a lien on the Shares. However, no transfer of Shares shall be refused on the ground of them not being held in marketable lots.”

Article 39 provides that “the Board may decline to recognise any instrument of transfer unless the instrument of transfer is in the form as prescribed under the Act, the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer, and the instrument of transfer is in respect of only one class of shares.”

Article 43 provides that “on the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. Provided that nothing in clause shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.”

In addition, Article 44 provides that "any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either to be registered himself as holder of the share, or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency."

Borrowing Powers

Article 66 provides that "subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have power from time to time at their discretion to accept deposits from members of the Company either in advance of calls or otherwise and generally to raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company provided that the total amount raised, borrowed or secured and outstanding at any time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid-up capital of the Company and its free reserves that is reserves, which, as per the latest audited balance sheet of the Company, are available for distribution as dividend."

In addition, Article 67 provides that "subject to the provisions of these Articles, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects, as the Company in General Meeting shall prescribe including the issue of bonds, debentures, debenture-stock of the Company charge upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being and the bonds, debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued."

Article 68 provides that "subject to the provisions of the Act and these Articles any bonds, debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise, and may be issued on the condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise debentures with right of allotment of or conversion into shares shall be issued only with the consent of the Company in General Meeting by a special resolution."

Conversion of shares into stock

Article 59 provides that "the Company may, by ordinary resolution:

(a) convert any fully paid-up shares into stock; and

(b) re-convert any stock into fully paid-up shares of any denomination."

In addition, Article 60 provides that "the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose."

Convening General Meeting

Article 72 provides that "the Company" shall, in each year, hold in addition to any other meetings, a General Meeting (herein called an "Annual General Meeting") at the intervals and in accordance with the provision herein specified. The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year; provided however, that if the Registrar of Companies shall have for any special reason extend the time within which any Annual General Meeting shall be held by a further period not exceeding three months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Except in the cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next.

Every Annual General Meeting shall be called for a time during business hours, that is between 9 a.m. and 6 p.m. and on such day (not being a national holiday, as defined in the Act) as the Directors may from time to time determine and it shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated. The notice calling the meeting shall specify it as the Annual General Meeting."

Article 74 provides that "the Board may, whenever it thinks fit, call an extraordinary general meeting."

In addition, Article 75 provides that "the Board of Directors shall, on the requisition of such number of members of the Company as hold in regard to any matter at the date of deposit of the requisition, not less than one-tenth of such of the paid-up capital of the Company as at that date carries the right of voting in regard to that matter, forthwith proceed duly to call an Extra ordinary General Meeting of the Company and the applicable provisions of the Act (including the provisions below) shall be applicable."

Article 84 provides that "no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Act."

Certain matters not to be included in Minutes

Article 90 (ii) provides that "there shall not be included in the minutes any matter which, in the opinion of the Chair person of the meeting-

(a) is, or could reasonably be regarded, as defamatory of any person; or

(b) is irrelevant or immaterial to the proceedings; or

(c) is detrimental to the interests of the Company."

Votes of Members

Article 94 provides that "subject to the provisions of the Act, at any General Meeting, a resolution put to the vote of the meeting shall unless a poll is demanded, be decided on a show of hands or voting is carried out electronically. A declaration by the Chairman that on a show of hands a resolution has or has not been carried or has or has not been carried unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution."

In addition, Article 95 provides that "subject to the provisions of the Act, before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and fulfilling the requirements as laid down in Section 109 of the Companies Act, 2013, for the time being in force. The demand for a poll may be withdrawn at any time by the person or persons who made the demand."

Article 89 provides that "on any business at any general meeting in the case of an equality of votes, whether on a show of hands, electronically or on a poll, the Chairman of the meeting shall have second or casting vote."

Proxies

Article 103 provides that "an instrument appointing a proxy shall be in the form as prescribed under the Act."

In addition, Article 102 provides that "the instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid."

Article 104 provides that "a vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Shares in respect of which the proxy is given.

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used."

Directors

Article 106 provides that "until otherwise determined by a General Meeting of the Company and subject to the provisions of the Act, the number of Directors shall not be less than three nor more than 15."

Article 120 provides that "notwithstanding anything to the contrary contained in these Articles, so long as any moneys shall be owed by the Company to the any financial institutions, corporations, banks or such other financing entities, or so long as any of the aforesaid banks, financial institutions or such other financing entities hold any Shares/debentures in the Company as a result of subscription or so long as any guarantee given by any of the aforesaid financial institutions or such other financing entities in respect of any financial obligation or commitment of the Company remains outstanding then in that event any of the said financial institutions or such other financing entities shall, subject to an agreement in that behalf between it and the Company, have a right but not an obligation, to appoint one or more persons as Director(s) on the Board of Director as their nominee on the Board of Company. The aforesaid financial institutions or such other financing entities may at any time and from time to time remove the Nominee Director appointed by it and may in the event of such removal and also in case of the Nominee Director ceasing to hold office for any reason whatsoever including resignation or death, appoint other or others to fill up the vacancy. Such appointment or removal shall be made in writing by the relevant corporation and shall be delivered to the Company shall have no power to remove the Nominee Director from office. Each such Nominee Director shall be entitled to attend all General Meetings, Board Meetings and meetings of the Committee of which he is a member and he and the financial institutions or such other financing entities appointing him shall also be entitled to receive notice of all such meetings. The Nominee Directors shall be paid such fees, allowances, expenses and other moneys to which other Directors are entitled."

Article 116 provides that "the Board may appoint an alternate director to act for a Director (hereinafter in this Article called the "Original Director") during his absence for a period not less than three months from India. No person shall be appointed as an alternate Director for an Independent Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act. An Alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when Original Director returns to India. If the term of office of the Original Director is determined before he return to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not the alternate director."

Article 115 provides that "subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an Additional Director, provided the number of the Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Such person shall hold office only up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act."

Article 110 provides that "subject to the provisions of the Act, the remuneration of a Director for his services shall be such sum as may be determined by the Board of Directors, but not exceeding the sum as may be prescribed from time to time under the Act without approval of the Central Government under the applicable provisions of the Act for each meeting attended by him and subject to the limitations provided by the Act such additional remuneration as may be fixed by the Company, may be paid to any one or more of their numbers for services rendered by him or them and the Directors shall be paid further remuneration (if any) as the Company in General Meeting shall from time to time determine, and such further remuneration shall be divided among the Directors in proportion and manner as the Directors may from time to time determine, and in default of such determination within the year equally."

Key Managerial Personnel/Managing Director/Whole-Time Director

Article 135(i) provides that "subject to the provisions of the Act and of these Articles the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors and/or Whole-time Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions, including liability to retire by rotation, as the Board thinks fit, and the Board may by resolution vest in such Managing Director or Managing Directors/Whole-time Director(s), such of the power hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such condition and subject to such restriction as it may determine, the remuneration of such Directors may be way of monthly remuneration and/ or fee for each meeting and/or participation in profits, or by any or all of those modes, or of any other mode not expressly prohibited by the Act."

Article 137 provides that "subject to the provisions of the Act and with such sanction of the Central Government as may be required thereunder, and subject to the provisions of these Articles, the Board of Directors shall have power to appoint, from time to time to appoint one or more Key Managerial Personnel upon such terms and conditions as they may deem fit, in accordance with the applicable provisions of the Act and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places."

Proceedings of Board of Directors

Article 122 provides that "subject to the applicable provisions of the Companies Act, 2013, a minimum number of four meetings of the Board of Directors shall be held every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board of Directors. The Directors may adjourn and otherwise regulate their Meetings and proceedings as they may deem fit. A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board. The quorum for a Board meeting shall be as provided in the Act."

Article 130 provides that "save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, whether manually or electronically, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held."

Dividends

Article 140 provides that "the Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board, but the Company in a general meeting may declare a lesser dividend."

Article 143 provides that, "subject to the rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the Shares in the Company, dividends may be declared and paid according to the amounts of the Shares."

Article 142 provides that "the Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve."

Article 141 provides that "subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of Shares as appear to it to be justified by the profits of the Company."

Capitalisation of Profits

Article 69 provides that "the Company in general meeting may, upon the recommendation of the Board, resolve-

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in the above clause, either in or towards—

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);

(d) A securities premium account and a capital redemption reserve account or any other funds as may be required, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(e) The Board shall give effect to the resolution passed by the Company in pursuance of this Article."

Winding up

Article 163 provides that "subject to the applicable provisions of the Act—

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any Shares or other securities whereon there is any liability."

Indemnity and Insurance

Article 164 provides that "subject to the provisions of the Act, every Director, Managing Director, Whole time Director, Manager, Company Secretary, Key Managerial Person and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses, expenses (including travelling expenses) which such Director, Managing Director, Whole Time Director, Manager, Company Secretary, Key Managerial Person and other officer may incur or may become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director Managing Director, Whole Time Director, Manager, Company Secretary, Key Managerial Person or other officer or in anyway in discharge of his duties in such capacity including expenses.

Subject as aforesaid every Director, Managing Director, Whole time Director, Manager, Company Secretary, Key Managerial Person and other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial person or indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably."

Part B of the Articles of Association

Part II of the Articles includes the relevant rights and obligations of the parties to:

(i) the Shareholders' Agreement dated August 18, 2010 (the "Original Agreement"), as amended by the Amendment Agreement to the Shareholders' Agreement dated August 26, 2010 (the "Amendment Agreement"), Amendment No. 2 to the Shareholders' Agreement dated September 13, 2010 (the "Amendment No. 2"), and Amendment No. 3 to the Shareholders; Agreement dated September 11, 2012 (the "Amendment No. 3") entered into between our Company, SEL, Norwest and Xander (Original Agreement, Amendment No. 2 and Amendment No. 3 are collectively referred to as "Shareholders' Agreement");

(ii) *Rupee Loan Agreement dated September 26, 2009 ("Rupee Loan Agreement") entered into between our Company and ICICI Bank Limited (in its capacity as Lender and Lenders' Agent, the "Lender") for a rupee term loan of ₹1800 million;*

(iii) *Subscription Agreement dated September 28, 2012 entered into between ICICI Bank Limited ("SEL Subscriber") and SEL ("Subscription Agreement"), as amended by Amendment No. 1 to the Subscription Agreement in March 2013;*

(iv) *Share Pledge Agreement dated March 16, 2013 entered into between our Company, ICICI Bank Limited and SEL;*

(v) *Debenture Trust Cum Mortgage Deed dated June 6, 2014 entered into between our Company and ITCL; and*

(vi) *Unattested Share Pledge Agreement dated May 28, 2014 entered into between the Sadbhav Engineering Limited, the Company and ITCL ("Debenture Trustee") in relation to the pledge of shares of our Company ("Pledge Agreement").*

In the event of any inconsistency between Part I and Part II of the Articles of Association, the provisions of Part II shall prevail over Part I of the Articles of Association. However, Part II of the Articles of Association shall automatically terminate and cease to have any force and effect and deemed to fall away on and from the date of listing of the Equity Shares of the Company on a stock exchange in India subsequent to the initial public offering of Equity Shares of the Company without any further action by the Company or by the shareholders.

Definitions

In the interpretation of the Articles, unless repugnant to the subject context:-

(i) "Equity Securities" means any equity security of or shares of any class of capital stock (equity, preference or otherwise) of our Company and any convertible bonds, warrants, stock options and any other type of equity or equity-linked securities convertible, exercisable or exchangeable for any such equity security or shares of any class of capital stock;

(ii) "Equity Shares" means the Equity Shares, par value ₹ 10 each, of our Company having the rights and preferences set forth in these Articles;

(iii) "Financing Document" means the Rupee Loan Agreement dated September 26, 2009 executed between the Lender and our Company for a rupee term loan of ₹ 1800 million and any other security documents or agreements required to be executed under the Rupee Loan Agreement and any sponsor support undertakings and any non-disposal undertakings and/or agreements and/or other similar contractual arrangements for credit enhancement entered into by the Promoter in relation to the Rupee Loan Agreement;

(iv) "Investor" means Norwest Venture Partners VII-A-Mauritius, a private company limited by shares organized under the laws of Mauritius with its principal office at c/o International Financial Services Limited, IFS Court, Twenty Eight, Cyber city, Ebene, Mauritius and Xander Investment Holding XVII Limited, a private company limited by shares organized under the laws of Mauritius with its principal office at 4th Floor, Les Cascades, Edith Cavell Street, Port Louis, Mauritius.

Transfer of Shares

Notwithstanding anything contained in the Shareholders' Agreement and the Subscription Agreement, the restrictions with respect to the transferability of Equity Securities contained in the Articles, and the Shareholders Agreement and Subscription Agreement, shall not be applicable to 4,161,147 Equity Shares of our Company which are pledged in favour of Debenture Trustee in accordance with the Pledge Agreement for securing 1,405,405 rated listed redeemable nonconvertible debentures issued by our Company on May 30, 2014.

Notwithstanding any other provision under the Articles, no SEL shareholder shall, without the prior written consent of the Investors, transfer to any person at any time prior to the public listing of the Equity Shares conducted in accordance with the terms of the Articles, any Equity Securities that would result in a change of control.

If at any time an Investor desires to transfer all or any portion of the Equity Securities of our Company held by it to a competitor, such transferring Investor shall deliver to SEL a written notice setting forth the number or amount of Equity Securities proposed to be transferred.

In addition, the Investor shareholders shall have the right of first refusal and tag along rights with respect to Equity Securities offered by the shareholders, subject to the restrictions on transfer set forth in the Articles.

Subject to the Financing Documents and to certain restrictions contained in the Articles, Investor shareholders and SEL shareholders shall have pre-emptive rights in respect of any proposed issuance of Equity Securities by our Company, and our Company shall by a new issue notice specify the type, number and description of the new securities to be sold, the price at which such they are to be issued, the identity of the proposed recipient and the other key terms and conditions of the issuance. The proposed recipient shall be entitled to purchase up to its pro rata share of the new securities proposed to be issued.

Meeting of Shareholders

Article 41 provides that each shareholder shall vote its Equity Securities in our Company at any shareholders meeting, upon any matter submitted for action by the shareholders or with respect to which such shareholder may vote, in conformity with the specific terms and provisions of the Articles.

Notice for Calling Shareholders Meeting

Subject to the provisions of the Articles, a minimum of 21 business days' prior written notice shall be given to all the shareholders of any shareholders meeting, accompanied by the agenda for such meeting (unless otherwise unanimously agreed by all shareholders for a meeting with shorter notice).

Quorum at General Meeting

A quorum for a shareholders meeting shall, subject to the requirements of the Act, include the presence of each of the Investors (in its capacity as a Shareholder), unless such Investor has given its prior written consent waiving the condition that its presence be required to constitute a quorum. If such a quorum is not present within one hour from the scheduled commencement time for the meeting, the meeting shall adjourn to the same place and time seven business days later, at which meeting the shareholders present shall, subject to their constituting a valid quorum under the Act, constitute a valid quorum.

Provided that where the agenda of such shareholders meeting includes matters that require the prior written consent of the Investors, each of the Investors shall be required to be present at such adjourned shareholders meeting to constitute a valid quorum, and notice of such adjourned meeting shall have been delivered to all shareholders at least five business days prior to the date. Provided further that, at least one day prior to any shareholders' meeting or the adjournment thereof, the Investors notify our Company in writing that the Investors expressly consent to approve a proposed action with respect to any of the matters requiring prior written consent of Investors, no action shall be taken at such meeting with respect to such matter and any shareholders' resolution approving such action, regardless of whether a quorum is present or deemed to be present, shall be deemed to be invalid and void ab initio.

Vote of Members

Subject to the occurrence of an event of default, the Lender shall be entitled to exercise any and all voting and other consequential rights pertaining to shares pledged by our Company to the Lender, except for the right to sell, transfer, assign, charge, pledge or otherwise encumber such pledged shares and for all or any part thereof for any purpose inconsistent with the terms of the pledge agreement. All such rights of the pledgor to vote shall cease forthwith upon the occurrence of an event of default and the provisions of the Articles shall apply. The Lender of our Company's shares shall, if so authorized by the terms of the said pledge agreement, irrevocably authorize any security trustee, upon the occurrence of an event of default, to attend any general meeting of members of our Company and to exercise the voting rights in respect of such pledge shares in any manner as such security trustee may deem fit.

Number of Directors

The board of directors of our Company shall consist of no more than 12 directors. A Company director shall not be required to hold any qualifying shares.

Corporation Director

Notwithstanding anything to the contrary contained in the Articles, the Lender shall be entitled to appoint one nominee director on the Board of our Company in accordance with the terms of the Financing Document and to remove from such office any person or persons, so appointed, and to appoint any person or persons in his or their place(s). Any such director appointed by the Lender shall not be required to hold qualification shares and shall not be liable to retire by rotation.

Debenture Director

It is provided by the trust deed securing or otherwise, in connection with any issue of debentures of our Company that any person or persons shall have power to nominate a director of our Company, in the case of any and every such issue of debentures. A debenture director so appointed may be removed from office at any time by the person or persons by whom he was appointed and another director may be appointed in his place.

Appointment of Alternate Director

Each Company director may appoint an alternate director from time to time to act in his or her absence who shall be entitled to receive notices of meetings of the board or shareholders meetings and to attend and vote as a Company director, and to exercise all the powers, rights, duties and authorities and to perform all functions of our Company director appointing him or her.

Proceedings of the Board of Directors

Meeting of Directors

Our Company shall hold regular quarterly meetings of the board to review their respective performance of the previous fiscal quarter and to decide on matters requiring the approval of the board, including interim board meetings as often as necessary to discuss and decide on issues which require urgent attention of the board.

Directors may appoint committee

The board shall establish a compensation committee and an audit committee at the meeting of the board, and establish any other such committees as it shall determine. The maximum number of Company directors that may be appointed to any such committee will be five. The Investors shall have the right but not the obligation to nominate and appoint up to two Company directors to each of the committees established by the board including the Compensation and Audit Committee.

Investor Approval

Notwithstanding anything to the contrary in the Articles, our Company shall take no action, and each of our Company, SEL shareholders and the new shareholders shall procure that none of the group entities, the board, the boards of directors of any group entity, the committees of the board and the boards of directors of any group entity, the directors, officers, employees and agents of our Company and/or the group entities and none of their respective delegates shall take any action, directly or indirectly with respect to any of the matters set forth in Article 83 of the Articles requiring the prior written consent of Investors.

Dividend Policy

The board shall consider the amount of our Company's net debt, cash, capital expenditures, working capital requirements and other financial considerations, among other factors, in determining the amount of the cash dividend to be declared and distributed.

Additional Investment

SEL has invested Additional Investment Amount (as defined under the Shareholders Agreement) through the subscription, in cash, of New Equity Shares (as defined under the Shareholders Agreement) and by way of compulsory convertible debentures (Promoter CCDs, as defined under the Shareholders Agreement). The subscription price for the New Equity Shares and the initial conversion price of the Promoter CCDs shall be based upon a pre-money valuation of our Company equal to the Closing Valuation (as defined under the Shareholders Agreement) (the conversion of the Promoter CCDs to be adjusted pursuant to and in accordance with Section 11.3 of the Shareholders Agreement). Terms of the Promoter CCDs are as set out under the

Shareholders Agreement.

Exit Event

It is the intention that our Company will consummate an exit event as soon as possible taking into account then current market conditions, but in any event, on or prior to the exit date. Our Company and SEL shareholders shall use their respective best efforts to cause our Company to consummate an exit event on or prior to the exit date. In the event that our Company and the SEL shareholders, after exercising their respective best efforts, fail to consummate an exit event on or prior to the exit date, our Company and SEL shareholders shall use their respective best efforts to consummate an exit event on or prior to the grace period date; provided that and without limiting any rights of the Investor Shareholders under Article 83, following the exit date but prior to the grace period date, none of our Company or any Group Entity shall raise any equity financing other than (i) with the prior written consent of the Investors or (ii) through the issuance of Equity Shares at a price per Equity Share (determined on a Fully-Diluted Basis) in excess of 2 times the Deemed Company Valuation.

Qualified IPO

Our Company shall bear and pay all expenses incurred in connection with a Qualified IPO, including all registration, filing and qualification fees, and printers, legal and accounting fees and disbursements. Each of our Company and SEL shareholders shall use its respective best efforts to enable the Investor shareholders to maximize the number of Equity Securities of our Company that can be offered for secondary sales as part of an initial public offering of Equity Securities of our Company, in consultation with the appointed merchant banker for such offering on the same terms and conditions as the primary shares offered to the public by our Company and in priority to any Equity Securities of our Company held by any other shareholder.

SECTION IX: OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two years before the date of this Red Herring Prospectus) which are or may be deemed material will be attached to the copy of this Red Herring Prospectus which will be delivered to the RoC for registration. Copies of the abovementioned contracts and also the documents for inspection referred to hereunder, may be inspected at the Registered Office between 10 a.m. and 5 p.m. on all Working Days from the date of this Red Herring Prospectus until the Bid/Issue Closing Date.

A. Material Contracts for the Issue

1. Offer Agreement dated May 25, 2015 between our Company, the Selling Shareholders and the BRLMs, as amended by Amendment Agreement of the same date.

2. Agreement dated May 22, 2015 between our Company, the Selling Shareholders and the Registrar to the Issue, as amended by Amendment Agreement dated May 25, 2015.

3. Escrow Agreement dated [●] between our Company, the Selling Shareholders, the Registrar to the Issue, the BRLMs, the Syndicate Members and the Escrow Collection Bank(s).

4. Share Escrow Agreement dated August 19, 2015 between the Selling Shareholders, the BRLMs, our Company and the Escrow Agent.

5. Syndicate Agreement dated [●] between our Company, the Selling Shareholders, the BRLMs and the Syndicate Members.

6. Underwriting Agreement dated [●] between our Company, the Selling Shareholders and the Underwriters.

B. Material Documents

1. Certified copies of the updated Memorandum and Articles of Association of our Company as amended from time to time.

2. Certificate of incorporation dated January 18, 2007.

3. Certificate for commencement of business dated February 7, 2007.

4. Resolutions of the Board of Directors dated October 22, 2014 in relation to the Issue and other related matters.

5. Shareholders' resolution passed on October 22, 2014 in relation to the Issue and other related matters.

6. Resolution of the Board of Directors dated April 14, 2015 in relation to the Issue.

7. Shareholders' resolution passed on April 15, 2015 in relation to the Issue.

8. Resolution of the Board of Directors dated May 20, 2015 in relation to the Issue.

9. Resolution passed by the board of directors of Norwest on May 20, 2015 approving the Offer for Sale.

10. Resolution passed by the board of directors of Xander on May 20, 2015 approving the Offer for Sale.

11. Consent from Xander dated August 14, 2015 in relation to the Offer for Sale.

12. Consent from Norwest dated August 14, 2015 in relation to the Offer for Sale.

13. The audit reports of the auditor of DPTL on the audited financial statements of DPTL included in this Red Herring Prospectus.

14. The examination reports of the Joint Auditors, on our Company's Restated Financial Statements, included in this Red Herring Prospectus.

15. The Statement of Tax Benefits dated August 14, 2015 from the Joint Auditors.

16. Consent of the Directors, the BRLMs, the Syndicate Members, the Joint Auditors, Domestic Legal Counsel to our Company, Domestic Legal Counsel to the BRLMs, International Legal Counsel to the BRLMs, Registrar to the Issue, Escrow Collection Bank(s), Bankers to the Issue, Refund Bank, Bankers to our Company, Company Secretary and Compliance Officer as referred to in their specific capacities.

17. Share Subscription Agreement dated August 18, 2010 and Shareholders Agreement dated August 18, 2010 along with the Amendment Agreements dated August 26, 2010, September 13, 2010 and September 11, 2012 and November 11, 2014 entered between our Company, SEL, Norwest and Xander.

18. Consolidation Agreement dated August 25, 2010 entered into between our Company, SEL, Norwest and Xander.

19. Share Purchase Agreement dated May 4, 2011 entered into between Ramlal Wadhawan, Rampal Roshanlal Wadhawan, Balkrishan Wadhawan, Narayan Ganesh Thatte, Subhaschandra Pritamlal Wadhwan, Neena B. Wadhawan, Vishal Balkrishan Wadhawan, Deepak Ramlal Wadhawan, Monica Talwar, Veena Wadhawan, Ramlal Ramanlal Wadhawan and Rajesh Sunil Ramlal Wadhawan, our Company, PBA and AJTL.

20. Share Purchase Agreement dated November 3, 2014 entered into between our Company, PIPL and ARRIL.

21. Shareholders Agreement dated July 9, 2010 entered into between our Company, SEL, MCL and BHTPL.

22. Share Purchase Agreement dated September 20, 2014 as amended by way of First Amendment dated September 20, 2014 entered into between our Company, GKC and HYTPL, Second Amendment dated December 3, 2014 and Third Amendment dated December 8, 2014 entered into between our Company, GKC and HYTPL.

23. Share Purchase Agreement dated September 22, 2010 entered into between our Company, MBCPNL and SEL.

24. Share Purchase cum Shareholders' cum Sub-ordinate Debt Agreement dated September 18, 2013 entered into between our Company, SEL, D. Thakkar Construction Private Limited and MBCPNL.

25. Funding and Shareholders Agreement dated July 20, 2007 entered into between our Company, SEL, SREI Infrastructure Finance Limited and NSEL.

26. Share Purchase Agreement dated October 14, 2011 entered into between our Company, SEL, SREI Venture Capital Trust A/c Infrastructure Project Development Fund, SREI Infrastructure Finance Limited and NSEL.

27. Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL in relation to the purchase of NSEL shares by our Company.

28. Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL in relation to the transfer of shares of DPTL.

29. Share Purchase Agreement dated November 3, 2014 entered into between our Company, SEL and DPTL.

30. Share Purchase Agreement dated November 3, 2014 entered into between our Company, SEL and MBHPL.

31. Share Purchase Agreement dated September 22, 2010 entered into between our Company and SEL in relation to the transfer of shares of MNEL.

32. Binding Term Sheet dated January, 2015 entered into between our Company, SEL and Gammon Infrastructure Projects Limited for purchase of equity shares of MNEL.

33. Share Purchase Agreement dated November 4, 2014 entered into between our Company, SEL and MBCPNL in relation to the transfer of shares of MBCPNL.

34. Funding and Shareholder Agreement dated September 18, 2006 entered into between SEL. PIPL and ARRIL.

35. Funding and Shareholders Agreement dated June 20, 2007 entered into between our Company, PBA, SEL and AJTL.

36. Employment Agreement dated September 22, 2010 entered into by our Company and Vasistha Patel.

37. Non – Compete Agreement dated October 22, 2014 entered into between our Company and SEL.

38. Shareholders Agreement dated December 18, 2009 entered into between our Company, SEL, DPTL Shareholders and DPTL.

39. Share Purchase Agreement dated April 16, 2015 entered into between our Company, SEL, DPTL, HCC and HCC Concessions.

40. Equity Subscription and Sub-ordinated Loan Agreement dated December 18, 2009 entered into between our Company, SEL, the Contributers and DPTL.

41. Termination Agreement entered into between DPTL, HCC, HCC Concessions, SEL, JLI, JLIM, JLIMSIPL and our Company.

42. Due Diligence Certificate dated May 25, 2015 addressed to SEBI from the BRLMs.

43. In principle listing approvals dated June 8, 2015 and June 18, 2015 issued by BSE and NSE respectively.

44. SEBI observation letter no. CFD/DIL/NR/PHV/OW/17623/2015 dated June 25, 2015.

45. SEBI observation letter no. CFD/DIL/NR/PHV/OW/20568/2015 dated July 23, 2015.

46. Correspondence through e-mails circulated by SEBI on May 27, 2015, June 17, 2015, June 22, 2015, July 20, 2015, July 21, 2015 and July 22, 2015 in relation to certain observations on the Draft Red Herring Prospectus.

47. Tripartite agreement dated January 11, 2011 between our Company, NSDL and the Registrar to the Issue.

48. Tripartite agreement dated December 25, 2010 between our Company, CDSL and the Registrar to the Issue.

49. Memorandum of understanding dated December 1, 2011 entered between our Company and SEL, the memorandum of understanding dated April 1, 2013, amended Memorandum of Understanding dated December 20, 2014 and Agreement dated October 22, 2014.

50. Engineering, Procurement and Construction Contract dated July 18, 2012 between SEL and SUTPL along with Amendment No. 1 dated November 9, 2012, Addendum No. 1 dated April 15, 2013 and Second Amendment Agreement dated October 7, 2013.

Any of the contracts or documents mentioned in this Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the shareholders subject to compliance of the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements made by the Selling Shareholder in this Red Herring Prospectus about or in relation to itself in connection with the Offer for Sale, and the Equity Shares offered by it in the Offer for Sale, are true and correct.

Signed by the Selling Shareholder

For **Xander Investment Holding XVII Limited**

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements made by the Selling Shareholder in this Red Herring Prospectus about or in relation to itself in connection with the Offer for Sale, and the Equity Shares offered by it in the Offer for Sale, are true and correct.

Signed by the Selling Shareholder

For **Norwest Venture Partners VII –A – Mauritius**

DECLARATION

We hereby declare that all relevant provisions of the Companies Act and the guidelines issued by the Government or the regulations or guidelines issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, the SCRA, the SEBI Act or rules or regulations made thereunder or guidelines issued, as the case may be. We further certify that all the statements in this Red Herring Prospectus are true and correct.

SIGNED BY ALL THE DIRECTORS OF OUR COMPANY

_________________________	**Vishnubhai M. Patel** (Chairman, Non-Executive Director)
_________________________	**Vasistha Patel** (Managing Director)
_________________________	**Shashin V. Patel** (Non-Executive Director)
________________________	**Nitinkumar R. Patel** (Non-Executive Director)
_________________________	**Sandip V. Patel** (Independent Director)
_________________________	**Daksha N. Shah** (Independent Director
_________________________	**Arunbhai S. Patel** (Independent Director)
_________________________	**Dr. Jagdish P. Joshipura** (Independent Director)
_________________________	**Mirat N. Bhadlawala** (Independent Director)
_________________________	**Atul N. Ruparel** (Independent Director)

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

_________________________	**Varun Mehta** (Chief Financial Officer)

Place: Ahmedabad
Date: August 21, 2015