

**Information Memorandum/ Disclosure Document
(For Private Circulation only)**

Issue of 7,000 Rated Redeemable Unsecured Rupee Non-Convertible Debentures of Face Value of Rs. 10.00 Lakhs each, aggregating in total Rs.700 Crores by GTL Limited on a private placement basis in the Financial Year commencing April 1, 2009 and ending on March 31, 2010 to be issued in three Series: (a) Series I which would be for a maximum issue size of Rs. 235 Crores; (b) Series II which would be for a maximum issue size of Rs. 235 Crores; and (c) Series III which would be for a maximum issue size of Rs. 230 Crores.

Initial Credit Rating – A by CARE

GENERAL RISKS

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. For taking an investment decision, the investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document.

ISSUER’S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries that the information contained in this Information Memorandum/ Disclosure Document is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

ISSUE SCHEDULE

ISSUE OPENING DATE	February 3, 2010
ISSUE CLOSING DATE	February 3, 2010
DEEMED DATE OF ALLOTMENT	February 3, 2010

INITIAL CREDIT RATING

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

LISTING

The Debentures are proposed to be listed on the wholesale debt market (“WDM”) segment of the Bombay Stock Exchange Limited (“BSE” or the “Stock Exchange”). Each Series will have a separate ISIN number and will be traded separately on the WDM of the BSE. It is to be noted that GTL Ltd. has obtained in-principle approval from BSE for listing the 7,000 Rated Redeemable Unsecured Rupee Non-Convertible Debentures pursuant to this Issue.

ISSUER / COMPANY	DEBENTURE TRUSTEE	ARRANGER
GTL Limited Registered office: 'Global Vision', Electronic Sadan No. II MIDC, TTC Industrial Area, Mahape, Navi Mumbai, 400710, Maharashtra, India Corporate office: 412, Janmabhoomi Chambers 29, W. H. Marg, Ballard Estate, Mumbai 400038, Maharashtra, India Tel: +91 22 2761 6200 Fax: +92 22 2768 0171	IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001, Maharashtra, India Tel: +91 22 40807000 Fax: +91 22 66311776	Standard Chartered Bank Standard Chartered Bank 90, M.G Road , Fort Mumbai 400 001, Maharashtra, India Tel: +91 22 2265 1304 Fax: +91 22 2265 1255

NOTE: This Information Memorandum/ Disclosure Document of private placement is neither a prospectus nor a statement in lieu of a prospectus. This is only an information brochure intended for private use and should not be construed to be a prospectus and/or an invitation to the public for subscription to Debentures under any law for the time being in force. The Company can, at its sole and absolute discretion change the terms of the offer. The Company reserves the right to close the Issue earlier from the aforesaid date or change the Issue time table including the Date of Allotment (as defined hereinafter) at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription at the commencement of banking hours and close at the close of banking hours. The Issue shall be subject to the terms and conditions of this Information Memorandum filed with the Stock Exchange and other documents in relation to the Issue.

DEFINITIONS AND ABBREVIATIONS

“we”, “us”, “our”	Unless the context otherwise requires, the Company, its subsidiaries, and joint ventures.
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue.
Allottee	The persons to whom the Debentures shall be Allotted.
Allotment Intimation	An advice informing the Allottee of the number of Letter(s) of Allotment/Debenture(s) allotted to him in Electronic (Dematerialised) Form.
Application Form	The form in which an Investor can apply for subscription to the Debentures.
Arranger	Standard Chartered Bank.
Articles	Articles of Association of the Issuer.
Board	Board of Directors of the Issuer or a Committee thereof.
Companies Act	The Companies Act, 1956 (as amended from time to time)
Coupon Payment Date	Date of payment of interest on the Debentures.
Credit Rating Agency	Credit Analysis & Research Ltd. (“CARE”).
Debenture holder(s)	The Investors who are Allotted Debentures or persons who hold Debentures from time to time.
Debenture Trustee	Trustee for the Debenture holders, in this case being IDBI Trusteeship Services Limited (ITSL).
Debentures or NCDs	Rated Redeemable Unsecured Rupee Non-Convertible Debenture(s) of face value of Rs.10 Lakhs each aggregating to Rs. 700 Crores issued by the Issuer pursuant to the terms and conditions set out in this Information Memorandum. The Debentures will be issued in three Series: (a) Series I which would be for a maximum issue size of Rs. 235 Crores; (b) Series II which would be for a maximum issue size of Rs. 235 Crores; and (c) Series III which would be for a maximum issue size of Rs. 230 Crores.
Deemed Date of Allotment	The date on which Allotment for the Issue is made, which shall be deemed to take place on the same day as the Pay-in Date and shall be February 3, 2010.
Depository	National Securities Depository Limited (NSDL).
Designated Account	A separate account opened for the purpose of servicing the interest and principal payments on the Debentures.
DP	Depository Participant.
FEMA Regulations	The Regulations framed by the RBI under the provisions of the Foreign Exchange Management Act, 1999, as amended from time to time.
FII	Foreign Institutional Investor (as defined under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995)) registered with SEBI.

I.T. Act	The Income-tax Act, 1961 as amended from time to time.
Information Memorandum/ Disclosure Document	This Information Memorandum through which the Debentures are being offered for private placement.
Investor(s)	Primary Allottees being Financial Institutions, Insurance Companies, Corporate Investors and Companies as per SEBI guidelines and which fall within the list of exclusions provided in the Rule 2(b) in the Companies (Acceptance of Deposits) Rules, 1975. Note that banks are expressly prohibited from making an application to subscribe to this Issue.
ISIN	International Securities Identification Number.
Issue	Issue of Rated Redeemable Unsecured Rupee Non-Convertible Debentures on a Private Placement basis.
Memorandum / MoA	Memorandum of Association of the Issuer.
Mn	Million.
NRI	A person resident outside India, who is a citizen of India or a person of Indian origin and shall have the same meaning as ascribed to such term in the FEMA Regulations.
Overseas Corporate Body / OCB	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 as defined under FEMA Regulations. OCBs are not permitted to invest in the Debentures under this Issue.
Pay In Date	The date on which the Debenture holders shall make payment for subscription to the Debentures.
RBI	The Reserve Bank of India.
Registrar/Registrar to the Issue	Registrar to the Issue, in this case being the Investor Service Centre of the Issuer.
ROC	The Registrar of Companies, Maharashtra.
RTGS	Real Time Gross Settlement, an electronic funds transfer facility provided by RBI.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI
Series	Means either (i) Series I which would be for a maximum issue size of Rs. 235 Crores of the Debentures; or (ii) Series II which would be for a maximum issue size of Rs. 235 Crores of the Debentures; or (iii) Series III which would be for a maximum issue size of Rs. 230 Crores of the Debentures.
Stock Exchange	Bombay Stock Exchange Limited (“BSE”).
The Company / Issuer / GTL	GTL Limited, ‘Global Vision’, Electronic Sadan No. II, MIDC, TTC Industrial Area, Mahape, Navi Mumbai 400710, Maharashtra, India.

Transaction Documents	Collectively means (i) this Information Memorandum/Disclosure Document; (ii) the Debenture Trust Deed to be entered by the Issuer with the Debenture Trustee; (iii) the Debenture Trustee Agreement to be entered by the Issuer with the Debenture Trustee; and (iv) all other documents/understandings/agreements in relation to the Debentures.
Global Group	The Issuer, GIL (so long as the current promoters shareholding does not fall below 26% (Twenty Six percent) of the fully paid up equity share capital of GIL), Global Holding Corporation Private Limited and any company or other entity in which the Issuer, GIL and/or Global Holding Corporation Private Limited shall hold in the aggregate (and whether directly or indirectly) not less than 51% (Fifty One percent) of the fully paid up capital of such company or entity.

TABLE OF CONTENTS

1.	DISCLAIMER	7
2.	ARRANGER'S DISCLAIMER	8
3.	GENERAL INFORMATION	9
4.	ISSUER PROFILE	11
5.	DETAILS OF SECURITIES ISSUED AND SOUGHT TO BE LISTED	25
6.	MAJOR EQUITY / DEBT HOLDERS	26
7.	SERVICING OF EXISTING DEBT, PAYMENT OF DUE INTEREST ON DUE DATES ON TERM LOANS AND DEBT SECURITIES	28
8.	MATERIAL CONTRACTS, AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS OF THE ISSUER	28
9.	MATERIAL EVENTS	29
10.	BRIEF OFFER DETAILS	29
11.	DEBENTURE REDEMPTION RESERVE	31
12.	DEBENTURE TRUSTEE	31
13.	OFFERING INFORMATION	32
14.	APPLICATION FOR THE DEBENTURES	34
15.	OTHER REGULATORY AND STATUTORY DISCLOSURES	41
	ANNEXURE I: SUMMARY TERM SHEET	45
	ANNEXURE II: UNDERTAKING BY THE ISSUER	53
	ANNEXURE IV: RATING LETTER & RATIONALE	57

1. DISCLAIMER

This Information Memorandum/ Disclosure Document is neither a Prospectus nor a Statement in lieu of a Prospectus. The issue of Debentures to be listed on the BSE is being made strictly on a private placement basis. This Information Memorandum/ Disclosure Document is not intended to be circulated to more than 49 (forty-nine) persons. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public in general. This Information Memorandum/ Disclosure Document should not be construed to be a prospectus or a statement in lieu of prospectus under the Companies Act.

This Information Memorandum/ Disclosure Document has been prepared in conformity with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008. Therefore, as per the applicable provisions, copy of this Information Memorandum/ Disclosure Document has not been filed or submitted to the SEBI for its review and/or approval. Further, since the Issue is being made on a private placement basis, the provisions of Section 60 of the Companies Act shall not be applicable and accordingly, a copy of this Information Memorandum/ Disclosure Document has not been filed with the ROC or the SEBI.

This Information Memorandum/ Disclosure Document has been prepared to provide general information about the Issuer to potential investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum/ Disclosure Document does not purport to contain all the information that any potential investor may require. Neither this Information Memorandum/ Disclosure Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum/ Disclosure Document should not consider such receipt a recommendation to purchase any Debentures. Each investor contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum/ Disclosure Document (including the documents incorporated by reference herein, if any) contains all information that is material in the context of the Issue and sale of the Debentures, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum/ Disclosure Document or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

This Information Memorandum/ Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum/ Disclosure Document are intended to be used only by those

Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

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

The person who is in receipt of this Information Memorandum/ Disclosure Document shall maintain utmost confidentiality regarding the contents of this Information Memorandum and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents without the consent of the Issuer.

Each person receiving this Information Memorandum/ Disclosure Document acknowledges that:

- (i) Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein; and
- (ii) Such person has not relied on any intermediary that may be associated with issuance of Debentures in connection with its investigation of the accuracy of such information or its investment decision.

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

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

This Information Memorandum/ Disclosure Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Information Memorandum/ Disclosure Document in any jurisdiction where such action is required. The distribution of this Information Memorandum/ Disclosure Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum/ Disclosure Document is made available to Investors in the Issue on the strict understanding that the contents hereof are strictly confidential.

2. ARRANGER'S DISCLAIMER

Every Investor in the Debentures, including any initial Investor as well as any subsequent purchaser, shall be deemed to have: (1) sufficient knowledge, experience and expertise to make the investment in the Debentures; (2) not relied on the Issuer or the Arranger to the issue of Debentures for any specific or additional information, advice or recommendations as to the Debentures, other than the information set forth in this Disclosure Document; (3) understood that

information contained in this Disclosure Document, or any other document issued by the Issuer is not to be construed as business, investment, tax or legal advice; and (4) made an independent evaluation and judgment of all risks and merits before investing in the Debentures.

3. GENERAL INFORMATION

(a) Name & Address of the Registered Office
Issuer: GTL Limited

Address of Registered Office
'Global Vision', Electronic Sadan No. II
MIDC, TTC Industrial Area, Mahape,
Navi Mumbai - 400710, Maharashtra, India

Address of Corporate Office
412, Janmabhoomi Chambers, 29, W. H. Marg, Ballard Estate, Mumbai 400038,
Maharashtra, India

(b) Board of Directors

S. NO.	NAME OF DIRECTOR	DESIGNATION	ADDRESS
1.	Mr. Manoj G. Tirodkar	Chairman and Managing Director	412, Janmabhoomi Chambers, 29 Walchand Hirachand Marg, Ballard Estate, Mumbai – 400038
2.	Mr. Sadanand D Patil	Senior Director (Independent Director)	407, Kamala Apartment, Mukherjee Road, Nr CKP Hall, Dombivli (E) – 421201
3.	Prof. S. C. Sahasrabudhe	Independent Director	DA-IICT Near Indroda Circle Gandhinagar 382 007
4.	Mr. Dipak Kumar Poddar	Independent Director	171 Brij Kutir, Rungta Lane Off Nepean Sea Road Mumbai 400006
5.	Mr. T. N. V. Ayyar	Independent Director	62, Atlanta, Nariman Point, Mumbai 400 021
6.	Mr. Vinod Sethi	Independent Director	210, Neel Tarang, Flat No.11, V.S.Marg, Mumbai – 400 016
7.	Prof.Shamakant B. Nawathe	Independent Director	10120, Twingate Drive, Alpharetta, Georgia, 30022, USA
8.	Mr. Charudatta Naik	Whole_time Director	"Global Vision", ES-II, M.I.D.C, TTC Industrial Area, Mahape, Navi Mumbai – 400710
9.	Mr. Vijay M. Vij	Independent Director	Office no.15, 3rd floor, Mashraqui Building, 227, P.D' Mello Road, Fort, Mumbai 400001

(c) Compliance Officer
Mr. Vidyadhar A. Apte

Address : 'Global Vision', Electronic Sadan No. II
MIDC, TTC Industrial Area, Mahape,
Navi Mumbai - 400710, Maharashtra, India
Tel : +91 22 2761 6200
Fax : +91 22 2768 0171
E-mail : vaapte@gtllimited.com

Debenture holders can contact the compliance officer in case of any pre-Issue or post-Issue related problems such as non-receipt of letters of Allotment, credit of Debentures, interest on application money etc in the respective beneficiary account or refund orders, etc.

(d) Auditors
M/s Godbole Bhawe & Co., Chartered Accountants

Address : 6, Bakul, Dadar Makarand CHS Limited.
Senapati bapat Marg,
Dadar, Mumbai 400028, Maharashtra, India
Tel : +91 22 6512 6777
Fax : +91 22 6512 6777

M/s Yeolekar & Associates, Chartered Accountants
Address : Plot Number 4H, Rajkamal Apartment,
Subhash Road, Vile Parle (E)
Mumbai 400057, Maharashtra, India
Tel : +91 22 2619 2119 / 2121
Fax : +91 22 2610 8136

(e) Arranger
Standard Chartered Bank
90, M.G Road, Fort
Mumbai 400 001, Maharashtra, India
Tel : +91 22 2265 1304
Fax : +91 22 2265 1255

The Issuer has engaged Standard Chartered Bank to act as the Sole Arranger for the Issue (Arranger).

The Issuer shall be solely responsible for the accuracy and completeness of all the information provided in the Information Memorandum / Disclosure Document. The Arranger shall be entitled to rely on the accuracy and completeness of all information, advice or other material provided by or on behalf of the Issuer and its professional advisers. Please refer to the section "Other Regulatory and Statutory Disclosures" on the role & limit of responsibility / liability of the Arranger.

(f) Debenture Trustee

Name : IDBI Trusteeship Services Limited
Address : Asian Building, Ground Floor,
17, R. Kamani Marg, Ballard Estate,
Mumbai 400 001, Maharashtra, India
Tel: +91 22 40807000
Fax: +91 22 66311776

(g) Registrar to the Issue (Investor Service Centre of GTL)

Name : GTL Limited
Address : Regd office: 'Global Vision', Electronic Sadan No. II
MIDC, TTC Industrial Area, Mahape,
Navi Mumbai - 400710, Maharashtra, India

Tel : 022-27612929
Fax : 022- 27680171
Email : gtlshares@gtllimited.com
Website : www.gtllimited.com
Contact Person: Mr. Nagaraajan R. Iyer
General Manager

4. ISSUER PROFILE

4.1 A Brief Summary of the Business/Activities of the Issuer and its Line of Business

GTL, a Global Group Enterprise, is a leading Network Services Company that serves the Network Life- Cycle requirements of Telecom Service Providers and Technology Providers (OEMs), globally. Formed in 1987, GTL today has presence in 44 countries and has rolled out networks for more than 70 cellular operators. GTL achieved a revenue base of Rs. 1,945.09 Crores (approximately US\$ 402.63 Mn) in FY 2008-09 with more than 28% of the revenue contributed by its international operations.

The Issuer 's vision is to be the “World's Largest Network Services Provider”. To accomplish its vision, GTL has developed into an integrated Network Services Provider enhancing its service offerings in Network Planning and Design, Network Deployment, Network Operations and Maintenance, Infrastructure Management, Professional Services and Energy Management.

4.2 Corporate Profile

GTL's network life cycle services are designed to address every stage of the telecom carrier's network, from planning and design to deployment, to operations and maintenance, and through enhancement and evolution. The services portfolio delivers cost-effective value proposition that helps customers make the most of their investments as they grow their business and strive to deliver the highest quality user experience.

4.3 GTL's Service Offerings

4.3.1 Network Planning and Design

GTL help operators and OEMs to design economical network with high Quality of Service to support the current and future technology and capacity requirements. The planning and design process assesses alternative options of network technologies, network migration and expansion imperatives and incorporates them into the planning phase.

Under this service GTL performs RF Planning & Design, RF Optimisation, Transmission Planning, Benchmarking and Auditing, In-Building Solutions and Virtual Planning and Optimisation (VPO) activities.

4.3.2 Network Deployment

GTL offers a comprehensive suite of Network Deployment services that support every phase of the deployment process. The offerings include active as well as passive infrastructure deployment for Wireless networks. GTL has a proven track record of successful Network rollouts. GTL's multi skilled professionals, leverage mature processes and techniques, to create turnkey solutions for managing, integrating, installing multi-vendor networks for its customers.

4.3.3 Network Operations and Maintenance

GTL's undertakes Operations and Maintenance of wireless Network thereby helping the operators to own a cost-efficient high performance network. GTL has extensive experience on multi-technology products across geographies, maintenance systems and right shoring of operations. This enables GTL to efficiently manage the Operations & Maintenance of operators' Network.

4.4 Infrastructure Management

Infrastructure Management Services allows the Operator to make optimal use of its assets by way of critical and periodic evaluation of performance vis-à-vis their desired outcomes. GTL's Infrastructure Management services offer management of passive and active (selective) infrastructure, documentation and process management of field activities and site access management. The offerings are aimed at increasing profitability and competitive advantage of operators.

4.4.1 Energy Management

With the network expansion in semi-urban and rural areas, uninterrupted supply of energy has become the biggest concern for operators. GTL plans to address this issue by use of alternative energy sources and innovative techniques to reduce the energy consumption per site. Activities performed under this service offering include Energy Audits of Telecom Infrastructure, Process Improvements and Best Practices, Technology Upgradation and Alternate sources of Energy.

4.5 Professional Services

GTL Professional Services Group has on board a distributed pool of skilled telecom resources. These skilled telecom resources have multi-vendor, multi-technology experience. The services of these skilled resources are availed by leading Telecom OEMs as well as Telecom Operators

across geographies. The skilled resources from the Professional Services Group render their services across the entire telecom network lifecycle.

4.6 Strategic Partnership & Alliances

In 2008, GTL and Ericsson, United Kingdom (UK) entered into an agreement to jointly address the Managed Network Infrastructure services opportunity in UK. The partnership gave GTL access to high growth Managed Network Infrastructure services in Europe.

GTL also entered into a “Global Supplier Co-operation Agreement” with a leading multinational OEM. This gave GTL a preferred partner status in all major bids across the world. The agreement also gave its engineers access to train on the OEM’s technology platforms.

Global Holding Corporation Private Limited is the holding company of GTL Limited. The GTL Group includes 7 operating companies, 2 of which are listed on Indian Stock Exchanges.

GTL’s network life cycle services are designed to address every stage of the telecom carrier’s network, from planning and design to deployment, to operations and maintenance, and through enhancement and evolution. The services portfolio delivers cost-effective value proposition that helps customers make the most of their investments as they grow their business and strive to deliver the highest quality user experience.

4.7 Recent Developments

4.7.1 Strategic investments in the Group Companies

Strategic Investment in GTL Infrastructure Limited (GIL) / Special Purpose Vehicle (SPV)

GTL has invested Rs. 356.08 Crores to own shares equal to 30.26% shares of GTL Infrastructure Limited (hereinafter referred to as “GIL”). This strategic investment has resulted into following benefits for GTL Shareholders:

(a) Revenue growth

Since inception of GIL in 2004-05, GTL has earned total revenues of Rs.2639.17 Crores till December 31, 2009. The details of the same are given in the table below:

FINANCIAL YEAR	2004-05	2005-06 15 MONTHS ENDED JUNE 2006	2006-07 09 MONTHS ENDED MARCH 2007	2007-08	2008-09	2009-10 9 MONTHS ENDED DECEMBER 2009	TOTAL
GTL’s Revenue from GIL	Nil	21.63	331.23	771.36	830.51	684.44	2639.17

(b) Growth in investment value

GTL has invested Rs. 356.08 Crores in GIL. As on December 31, 2009, the mark to market value of this investment is Rs. 1021.26 Crores. The details of the investments and its mark to market (MTM) value are given in the table below:

FINANCIAL YEAR	2004-05	2005-06 15 MONTHS ENDED JUNE 2006	2006-07 09 MONTH ENDED MARCH 2007	2007-08	2008-09	2009-10 9 MONTHS ENDED DECEMBER 2009
GTL Investment in GIL	25.00	133.00	137.50	294.12	356.08	356.08
GTL's Investment in GIL – MTM	25.00	133.00	465.37	1,276.00	853.23	1,021.26

As a part of its growth strategy, GIL has been continuously looking for inorganic growth opportunities both in the domestic and international markets and has entered into an agreement to purchase Aircel's tower asset business. The highlights of the transaction are as under:

- Purchase of 17,500 telecom towers;
- 21,000 active tenants on these towers;
- Transaction value of Rs. 8,400 Crores;
- Aircel has committed additional 20,000 sites to GIL over the next three years;

Aircel is one of the leading GSM operators in the country. GTL has a strong working relationship with Aircel and provides its network planning & design, network optimisation, network deployment and network operations and maintenance services to Aircel. GTL has also played an active role in GIL's tower expansion and the acquisition of Aircel Towers will present following growth opportunities for GTL:

Network Deployment: The acquisition of Aircel's towers may give GIL a commitment of additional 20,000 towers for next 3 years translating into new Network Deployment opportunities for GTL. GIL expects the tenancy on its expanded tower base to increase by FY 2013E. This will further result into significant revenue opportunity for GTL in the form on installation and commission of telecom equipments on GIL sites.

Network Operations & Maintenance: GTL currently provides Network Operations & Maintenance services on all 11,242 GIL towers. The Aircel tower acquisition will increase GIL tower base from the present 11,242 towers to over 32,500 and is further likely to go up to over 50,000 towers by FY2013E. GTL is likely to provide Operation & Maintenance Services on all 50,000 GIL sites by FY 2013E.

Energy Management Solutions: GTL will provide Energy Management Solutions to Aircel. GTL will ensure uninterrupted power supply on Aircel towers while reducing the overall energy expenditures by use of innovative methods and alternate sources of energy.

Active Infrastructure Management: GTL is likely to provide its active infrastructure management services on Aircel's network. Under this service, GTL maintains the active infrastructure components on the cell sites and also undertakes Network monitoring to ensure networking availability on 24x7 basis.

With the offerings of various Networking Services to Aircel, the likely revenue opportunity for the Issuer is summarized as below:

Rs. Crores						
Services Offering	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Network Deployment	1,250	1,250	1,250	1,250	1,250	6,250
Network Maintenance	486	594	702	810	918	3,510
Energy Management	540	660	780	900	1,020	3,900
Active Infrastructure Management	486	594	702	810	918	3,510
Total Business Opportunity	2,762	3,098	3,434	3,770	4,106	17,170

Even if GTL is able to realize 50% of the above mentioned business opportunity, it will result into revenue of Rs. 8,500 Crores over a period of next 5 years. The purchase of the Aircel tower business is not only expected to be a transformational transaction for GIL but also significantly benefit GTL by building a strong partnership with one of the leading National operators in the country. In view of the new order visibility through purchase of Aircel Tower business, GTL plans to make further investment of Rs. 1,500 Crores in GIL and / or Chennai Network Infrastructure Ltd, and / or any other special purposes vehicle (hereinafter referred to as “SPV”) formed to facilitate this transaction.

4.7.2 Strategic Investment into Global Rural NetCo Ltd (GRNL)

Government of India has recently allowed neutral and independent players to offer shared active infrastructure to cellular operators. The average revenue per user in rural India is lower than urban India. This results into a very high payback period for cellular operators for their investment in both passive as well as active infrastructure in rural India. As a result cellular penetration in rural India is lower than urban India. GTL would like to tie up with cellular operators for their network requirement both in terms of active as well as passive infrastructure in rural India. GTL will cut down the operators’ capital expenditure and reduce operational expenditure through shared infrastructure.

GTL has earlier participated in the opportunity of offering shared passive infrastructure to cellular operators by making investment in GTL Infrastructure Limited and it has resulted into benefit for the Issuer as mentioned above. The Issuer expects that active infrastructure sharing in India offers similar business opportunity. This opportunity comprises of supply of Radio Access Networks (RAN) sharing, Backhaul equipments, switches, antennas, routers etc. In order to leverage on this growth opportunity, the Issuer has ventured into Active Telecom Infrastructure Sharing business through its associate company formed in the name Global Rural Netco Limited (hereinafter referred to as ‘GRNL’), previously known as Global Shared Services Private Limited. The Issuer intends to infuse equity up to Rs. 1,500 Crores (Rupees One Thousand Five Hundred Crores Only), extend performance guarantees and support banking facilities of GRNL / GIL / SPV up to Rs.2,000 Crores (Rupees Two Thousand Crores Only) with or without an intent of making the said companies (or any of them) its subsidiary.

This initiative is about bringing efficiency in telecom industry, being environment friendly, bringing connectivity to the poorest of poor and creating employment in rural India. This is the first of its kind initiative in the global telecom industry and is likely to be transformational not only for the Issuer, but for the society and the country.

4.7.3 Extend loans / guarantees to suppliers

As explained above, GTL expects significant business opportunity in Network Services space over the next 5 years.

GTL expects most of this opportunity to come from Network services segment. For its deployment and network infrastructure management business, the Issuer procures required material from local vendors who are small or medium enterprises (SMEs) and who do not have financial strength to fund working capital for the similar time frame. Moreover, stiff competition and stringent execution timeline requires GTL to make advance payments to these vendors. This also includes extending corporate and/or financial guarantee(s) to ensure repayment of dues to the bank / financial institution to support SME / suppliers.

Given all the above mentioned business opportunities, the Board of Directors of the Issuer subject to the approval of the shareholders, gave their consent for making investment either directly or through a Trust / giving loan / extending guarantee / providing security to GRNL, GIL or the SPV or to any other Party as per its business requirements.

4.7.4 Awards

Over the years, we have been making conscious efforts towards worth environmental and social causes. These efforts were recognised when the Issuer featured twice amongst the Top 10 corporate in the Standard & Poors “Environment, Social and Governance (ESG) India Index”.

GTL has been at the forefront of implementing best industry practices and fostering innovations to enable it to serve its clients better. This resulted in GTL bagging the IMC Ramkrishna Bajaj National Quality Award ‘Performance Excellence’ Trophy in 2008 and followed it up with ‘Outstanding Achievement’ Trophy in 2009.

Other recent awards won by GTL are as below:

Business for Social Responsibility Award 2007

Amity Corporate Excellence Award 2007 and 2008

Greentech Environmental Excellence Award 2008

Telecom Equipment Manufacturers’ Association (TEMA) Award for ‘Excellence in Infrastructure for connection people with disability’

4.7.5 Events in the History of the Issuer

YEAR	EVENT
1985-87	The Issuer was incorporated on December 23, 1987 as private limited Company named as “Global Tele-Systems Private Limited”.
1988-89	Introduces products like single line push button phones, servicing of telecom products, distribution of Apple computers and Desktop Publishing system.
1990	Global Tele-Systems Private Limited plans a nationwide distribution network. Sets up three offices.
1991	First major international tie-up with Murata, Japan. Global Tele-Systems Private Limited becomes a public limited company and is called Global Tele-Systems Limited.

YEAR	EVENT
	Global commences Networking and Engineering Services division.
1992	Global Tele-Systems Limited goes public with an Initial Public Offer (IPO) issue of Rs. 1.80 Crores, which was oversubscribed by 53.17 times. Makes application to Department of Communications (DoT) for providing data related services.
1993	Global Tele-Systems Limited provides Interactive Response System, Instant Voice Access System, Message Switching and starts turnkey execution of projects for Voice and Data Networks and projects on wireless networks.
1995	Turnover crosses the Rs. 200 Crores mark and service network expands to 26 locations in India.
1996	First Indian Telecom / Software Company to successfully issue Foreign Currency Convertible Bonds aggregating to Swiss Franc 60 Mn. in Swiss Financial markets.
1997	Global Tele-Systems Limited enters into a JV with Broadsystem Multimedia, Australia to start a Call Management Company in India (popularly known as 'BPO').
1998	<ul style="list-style-type: none"> Corporate Governance initiatives begin. A separate Corporate Governance Task Force formed. Global Tele-Systems Limited revamps its corporate strategy migrating to largely services oriented business. Starts planned exit of select product business.
1999	<ul style="list-style-type: none"> Company Secretariat and Investor Service Centre, Human Resource Management and Global Care Division accredited with ISO 9002 Certification. Global Tele-Systems Limited sets up an Oracle Competence Centre.
2000	New B2B service applications developed – Global E-enterprise- an Enterprise Resources Planning (ERP) package for small and medium enterprises.
2001	<ul style="list-style-type: none"> Global Tele-Systems Limited acquires two software companies – Fine Infotech Limited (FIL) and Thermax Systems and Software Limited (TSSL). Fully commissions 1,000 seat Call centre spread over 1,20,000 sq.ft. area in Navi Mumbai. Sets up 51% subsidiary, Global E-Secure Limited, focused on Security Solutions for enterprises. Amalgamation of Global Electronic Commerce Services Ltd (GECS) with the Issuer. Global Tele-Systems Limited name changed to 'GTL Limited'. GTL ranked amongst 'Best 200 Small Firms' by Forbes Magazine.
2002	<ul style="list-style-type: none"> GTL enhances international presence with over 100 employees and 11 offices. GTL's call centre division ranked third in the ITES sector by NASSCOM.
2003	<ul style="list-style-type: none"> GTL wins Golden Peacock National Quality Award. IGTL's subsidiary, IGTL Saudi Arabia Limited, to execute a Saudi Telecom Project.
2004	<ul style="list-style-type: none"> Launched second issue of Foreign Currency Convertible Bonds (FCCBs) aggregating Swiss Francs 80 Mn. in Swiss Financial Markets. Merger of Fine Infotech Limited and Thermax Systems and Software Limited with the Issuer.

YEAR	EVENT
2006	<ul style="list-style-type: none"> GTL hived off its Infrastructure business into a separate company called GTL Infrastructure Limited through the Scheme of Arrangement and Reconstruction approved by the High Court of Judicature at Bombay. Merger of one of the subsidiaries of the Issuer namely 'GTL Technology Investments Limited' with the Issuer through the Scheme of Arrangement and Reconstruction. Listing of GTL Infrastructure Limited. Acquisition of Genesis Consultancy, UK by a subsidiary of the Issuer.
2007	<ul style="list-style-type: none"> Acquisition of ADA CellWorks, USA and SCS, USA by a subsidiary of the Issuer. Sale of Enterprise Network and Managed Services Business. Transfer of IT Application Management, BPO, KPO business to Global ProServ Limited.
2008	<ul style="list-style-type: none"> Entered into "Global Supplier Co-operation Agreement" with a leading multinational OEM. Extending Network Deployment Capabilities in Power Sector.
2009	<ul style="list-style-type: none"> Featured for 2nd consecutive time in Standard & Poors' Environment, Society and Governance (ESG) Index. Forayed into Energy Management Services for Telecom operators and tower Companies.

4.7.6 GTL Limited: SHARE CAPITAL of the Issuer as at December 31, 2009

Authorised Capital:

Equity Shares	: Rs. 12,000 Lakhs
Preference Share	: Rs. 2,500 Lakhs
Total	: Rs. 14,500 Lakhs

Issued, Subscribed and Paid-up Capital:

Equity Shares	: Rs. 9603.64 Lakhs
---------------	---------------------

4.7.7 Share Capital History of the Issuer

DATE OF ALLOTMENT / BUYBACK	SHARES	CUMULATIVE	MODE OF ALLOTMENT
	Number	Shares	Capital (Rs.)
30-Nov-1987	200	200	20,000
27-Jun-1988	24,750	24,950	2,495,000
31-May-1991	20,000	44,950	4,495,000
01-Jul-1991	5,050	50,000	5,000,000
Subdivision of shares to Rs.10/- from Rs.100/-		500,000	5,000,000
30-Nov-1991	700,000	1,200,000	12,000,000
20-Jun-1992	2,212,500	3,412,500	34,125,000
13-Dec-1994	4,594,220	8,006,720	80,067,200
30-Mar-1995	7,000	8,013,720	80,137,200

DATE OF ALLOTMENT / BUYBACK	SHARES	CUMULATIVE		MODE OF ALLOTMENT
28-Nov-1995	4,601,220	12,614,940	126,149,400	2nd. Conv. of FCD
24-Jan-1996	7,000,000	19,614,940	196,149,400	Conv. Warrants (Promoters)
19-Jun-1997	64,026	19,678,966	196,789,660	FCCB-1996 Conversion
30-Jun-1997	64,026	19,742,992	197,429,920	FCCB-1996 Conversion
11-Jul-1997	64,026	19,807,018	198,070,180	FCCB-1996 Conversion
11-Jul-1997	9,604	19,816,622	198,166,220	FCCB-1996 Conversion
28-Jul-1997	3,201	19,819,823	198,198,230	FCCB-1996 Conversion
27-Aug-1997	3,201	19,823,024	198,230,240	FCCB-1996 Conversion
21-May-1998	3,201	19,826,225	198,262,250	FCCB-1996 Conversion
25-May-1998	960,404	20,786,629	207,866,290	FCCB-1996 Conversion
28-May-1998	160,067	20,946,696	209,466,960	FCCB-1996 Conversion
01-Jun-1998	16,006	20,962,702	209,627,020	FCCB-1996 Conversion
04-Jun-1998	160,067	21,122,769	211,227,690	FCCB-1996 Conversion
08-Jun-1998	6,402	21,129,171	211,291,710	FCCB-1996 Conversion
24-Jun-1998	5,000,000	26,129,171	261,291,710	Pvt. Placement
15-Mar-1999	2,276,153	28,405,324	284,053,240	FCCB-1996 Conversion
05-Apr-1999	284,915	28,690,239	286,902,390	FCCB-1996 Conversion
21-Apr-1999	41,616	28,731,855	287,318,550	FCCB-1996 Conversion
18-May-1999	1,280,539	30,012,394	300,123,940	FCCB-1996 Conversion
15-Jun-1999	464,188	30,476,582	304,765,820	FCCB-1996 Conversion
29-Jul-1999	1,530,238	32,006,820	320,068,200	FCCB-1996 Conversion
06-Sep-1999	1,799,152	33,805,972	338,059,720	FCCB-1996 Conversion
29-Sep-1999	355,345	34,161,317	341,613,170	FCCB-1996 Conversion
12-Nov-1999	2,112,888	36,274,205	362,742,050	FCCB-1996 Conversion
18-Jan-2000	166,469	36,440,674	364,406,740	FCCB-1996 Conversion
17-Feb-2000	342,539	36,783,213	367,832,130	FCCB-1996 Conversion
08-Mar-2000	528,222	37,311,435	373,114,350	FCCB-1996 Conversion
28-Mar-2000	4,981,295	42,292,730	422,927,300	FCCB-1996 Conversion
31-Mar-2000	1,120,470	43,413,200	434,132,000	FCCB-1996 Conversion
As on 31-Mar-2000		43,413,200	434,132,000	
07-Jul-2000	30,496	43,443,696	434,436,960	ESOP Conversion (1st)
28-Aug-2000	83,474	43,527,170	435,271,700	ESOP Conversion (2nd)
16-Oct-2000	100,000	43,627,170	436,271,700	Acquisition of business of TSSL
23-Nov-2000	8,972	43,636,142	436,361,420	ESOP Conversion (3rd)
09-Jan-2001	50,000	43,686,142	436,861,420	Acquisition of business of FIL
23-Jan-2001	37,400	43,723,542	437,235,420	ESOP Conversion (4th)
As on 31-Mar-2001		43,723,542	437,235,420	
02-Apr-2001	26,528,566	70,252,108	702,521,080	GECS Amalgamation
31-May-2001	98,087	70,350,195	703,501,950	ESOP Conversion (5th)
30-Nov-2001	332,940	70,683,135	706,831,350	FCCB-1996 Conversion
14-Dec-2001	62,572	70,745,707	707,457,070	ESOP Conversion (6th)
As on 31-Mar-2002		70,745,707	707,457,070	
16-May-2002	47,053	70,792,760	707,927,600	ESOP Conversion (7th)
As on 31-Mar-2003		70,792,760	707,927,600	
30-Jan-2004	247,137	71,039,897	710,398,970	ESOP Conversion (8th)

DATE OF ALLOTMENT / BUYBACK	SHARES	CUMULATIVE		MODE OF ALLOTMENT
27-Feb-2004	238,485	71,278,382	712,783,820	ESOP Conversion (9th)
As on 31-Mar-2004		71,278,382	712,783,820	
16-Dec-2004	317,090	71,595,472	715,954,720	ESOP Conversion (10th)
23-Dec-2004	724,112	72,319,584	723,195,840	FCCB-2004 Conversion
16-Feb-2005	724,112	73,043,696	730,436,960	FCCB-2004 Conversion
28-Feb-2005	1,086,168	74,129,864	741,298,640	FCCB-2004 Conversion
As on 31-Mar-2005		74,129,864	741,298,640	
08-Apr-2005	292,652	74,422,516	744,225,160	ESOP Conversion (11th)
02-May-2005	1,991,308	76,413,824	764,138,240	FCCB-2004 Conversion
26-Sep-2005	696,700	77,110,524	771,105,240	ESOP Conversion (12th)
26-Sep-2005	3,461,257	80,571,781	805,717,810	FCCB-2004 Conversion
18-Oct-2005	200,833	80,772,614	807,726,140	ESOP Conversion (12-A)
09-Dec-2005	314,988	81,087,602	810,876,020	FCCB-2004 Conversion
13-Feb-2006	814,626	81,902,228	819,022,280	FCCB-2004 Conversion
27-Feb-2006	201,977	82,104,205	821,042,050	ESOP Conversion (13)
As on 31-Mar-2006		82,104,205	821,042,050	
05-Apr-2006	225,875	82,330,080	823,300,800	ESOP Conversion (13A)
10-Apr-2006	1,991,309	84,321,389	843,213,890	FCCB-2004 Conversion
26-Apr-2006	181,028	84,502,417	845,024,170	FCCB-2004 Conversion
28-Apr-2006	54,308	84,556,725	845,567,250	FCCB-2004 Conversion
15-May-2006	181,028	84,737,753	847,377,530	FCCB-2004 Conversion
01-Jun-2006	562,857	85,300,610	853,006,100	ESOP Conversion (14)
01-Jun-2006	217,233	85,517,843	855,178,430	FCCB-2004 Conversion
12-Jun-2006	51,969	85,569,812	855,698,120	ESOP Conversion (14A)
11-Aug-2006	119,478	85,689,290	856,892,900	FCCB-2004 Conversion
05-Sep-2006	104,996	85,794,286	857,942,860	FCCB-2004 Conversion
11-Sep-2006	9,120,200	94,914,486	949,144,860	FCCB-2004 Conversion
18-Sep-2006	136,882	95,051,368	950,513,680	ESOP Conversion (15)
06-Nov-2006	325,850	95,377,218	953,772,180	FCCB-2004 Conversion
08-Dec-2006	181,028	95,558,246	955,582,460	FCCB-2004 Conversion
02-Jan-2007	177,407	95,735,653	957,356,530	FCCB-2004 Conversion
23-Jan-2007	47,067	95,782,720	957,827,200	FCCB-2004 Conversion
31-Jan-2007	362,056	96,144,776	961,447,760	FCCB-2004 Conversion
07-Feb-2007	50,687	96,195,463	961,954,630	FCCB-2004 Conversion
12-Feb-2007	129,390	96,324,853	963,248,530	ESOP Conversion (16)
02-Mar-2007	887,037	97,211,890	972,118,900	FCCB-2004 Conversion
21-Mar-2007	104,996	97,316,886	973,168,860	FCCB-2004 Conversion
As on 31-Mar-2007		97,316,886	973,168,860	
23-Apr-2007	90,514	97,407,400	974,074,000	FCCB-2004 Conversion
04-May-2007	36,205	97,443,605	974,436,050	FCCB-2004 Conversion
12-Jul-2007	3,620	97,447,225	974,472,250	FCCB-2004 Conversion
13-Jul-2007	3,504,706	100,951,931	1,009,519,310	FCCB-2004 Conversion
26-Jul-2007	608,254	101,560,185	1,015,601,850	FCCB-2004 Conversion
03-Aug-2007	74,578	101,634,763	1,016,347,630	ESOP Conversion (17)
29-Aug-2007	3,620	101,638,383	1,016,383,830	FCCB-2004 Conversion

DATE OF ALLOTMENT / BUYBACK	SHARES	CUMULATIVE		MODE OF ALLOTMENT
01-Oct-2007	90,514	101,728,897	1,017,288,970	FCCB-2004 Conversion
09-Oct-2007	7,241	101,736,138	1,017,361,380	FCCB-2004 Conversion
23-Nov-2007	593,770	102,329,908	1,023,299,080	FCCB-2004 Conversion
06-Dec-2007	-8,629,333	93,700,575	937,005,750	Buyback -2007 Reduction in Capital
07-Dec-2007	441,707	94,142,282	941,422,820	FCCB-2004 Conversion
14-Dec-2007	362,055	94,504,337	945,043,370	FCCB-2004 Conversion
22-Jan-2008	69,742	94,574,079	945,740,790	ESOP Conversion (18)
As on 31-Mar-2008		94,574,079	945,740,790	
19-Mar-2009	149,074	94,723,153	947,231,530	ESOP Conversion (19)
As on 31-Mar-2009		94,723,153	947,231,530	
23-Sep-2009	250,000	94,973,153	949,731,530	ESOP Conversion (20)
29-Sep-2009	88,340	95,061,493	950,614,930	ESOP Conversion (21)
08-Oct-2009	704,003	95,765,496	957,654,960	ESOP Conversion (22)
21-Dec-2009	270,991	96,036,487	960,364,870	ESOP Conversion (23)

4.7.8 GTL Limited: Balance Sheet as at March 31, 2009

CONSOLIDATED BALANCE SHEET AS AT	31-MAR-09	31-MAR-08
(Rupees)		
SOURCES OF FUNDS		
Shareholder's Funds		
Share Capital	947,231,530.00	945,740,790.00
Reserves and Surplus	11,776,763,042.00	10,238,319,591.00
	12,723,994,572.00	11,184,060,381.00
Minority Interest	6,159,327.00	4,668,850.00
Loan Funds		
Secured Loans	-	-
Unsecured Loans	10,112,500,000.00	7,018,186,390.00
	10,112,500,000.00	7,018,186,390.00
Total	22,842,653,899.00	18,206,915,621.00
APPLICATION OF FUNDS		
Fixed Assets		
Gross Block	5,160,324,995.00	4,674,081,220.00
Less: Depreciation	2,098,336,701.00	1,643,317,669.00
Net Block	3,061,988,294.00	3,030,763,551.00
Capital Work In Progress including Capital Advances	1,467,345,304.00	196,150,586.00

CONSOLIDATED BALANCE SHEET AS AT	31-MAR-09	31-MAR-08
	4,529,333,598.00	3,226,914,137.00
Investments	5,477,419,018.00	4,386,433,203.00
Deferred Tax Asset	288,177,099.00	272,704,822.00
Current Assets, Loans and Advances		
Inventories	3,056,909,866.00	2,225,136,442.00
Sundry Debtors	4,432,552,126.00	3,647,703,597.00
Cash and Bank balances	10,415,785,944.00	8,610,344,057.00
Loans and Advances	6,418,312,076.00	6,860,774,777.00
	24,323,560,012.00	21,343,958,873.00
Less : Current Liabilities and Provisions		
Liabilities	11,217,397,821.00	10,330,406,485.00
Provisions	558,438,007.00	692,688,929.00
	11,775,835,828.00	11,023,095,414.00
Net Current Assets	12,547,724,184.00	10,320,863,459.00
Total	22,842,653,899.00	18,206,915,621.00

4.7.9 GTL Limited: Profit & Loss Statement as on March 31, 2009

CONSOLIDATED PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED	31-MAR-09	31-MAR-08
(Rupees)		
INCOME		
Sales and Services (Net of Taxes)		
International	5,461,290,803.00	3,572,879,761.00
Domestic	13,989,628,217.00	14,140,511,384.00
	19,450,919,020.00	17,713,391,145.00
Other Income	29,217,590.00	12,224,915.00
TOTAL INCOME	19,480,136,610.00	17,725,616,060.00
EXPENDITURE		
Cost of Sales and Services	11,311,243,145.00	11,716,231,469.00
Cost of Delivery	3,316,620,982.00	1,648,454,267.00
Selling and Marketing Expenses	456,510,268.00	542,308,495.00
Administration and Other Expenses	1,429,347,773.00	1,157,840,075.00
Finance Cost (Net)	742,532,579.00	551,492,087.00
Depreciation	528,448,551.00	495,466,915.00
TOTAL EXPENDITURE	17,784,703,298.00	16,111,793,308.00
Profit Before Tax and Extra Ordinary and Prior	1,695,433,312.00	1,613,822,752.00

CONSOLIDATED PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED	31-MAR-09	31-MAR-08
Period Items		
Less : Provision for Taxation for Current Year		
Income Tax (Net of MAT Credit receivable)	201,387,231.00	210,312,661.00
Deferred Tax	16,553,303.00	(159,480,606.00)
Fringe Benefit Tax	21,938,799.00	21,610,322.00
	239,879,333.00	72,442,377.00
Profit After Tax & Before Extra Ordinary and Prior Period Items	1,455,553,979.00	1,541,380,375.00
Add : Profit On sale of Business	-	1,199,219,854.00
Less : Extra Ordinary Item	(100,000,000.00)	-
Less : Prior Period Item	(83,360,990.00)	(72,042,090.00)
Profit After Tax (PAT)	1,272,192,989.00	2,668,558,139.00
Minority Interest	(2,118,957.00)	(2,093,621.00)
Share of Profit / (Loss) In Associate	35,130,330.00	(119,406,465.00)
Reserve On Consolidation	(183,639.00)	(1,461,293.00)
Excess Provision of Equity Dividend and Tax on Dividend Written back	-	17,061,155.00
Add : Balance Brought Forward From last year	3,778,187,435.00	1,767,470,351.00
Profit Available for Appropriation	5,083,208,158.00	4,330,128,266.00
APPROPRIATIONS		
Dividend		
Equity Dividend (Proposed)	284,169,459.00	283,722,237.00
Tax On Proposed Dividend	48,294,600.00	48,218,594.00
Amount Transferred To		
General Reserve	120,000,000.00	220,000,000.00
Surplus Carried to Balance Sheet	4,630,744,099.00	3,778,187,435.00
	5,083,208,158.00	4,330,128,266.00

**4.7.10 GTL Limited: Unaudited Financial results for the quarter & nine months ended on
December 31, 2009.**

GTL Limited

UNAUDITED

Consolidated Quarter ended December 31		Nine Months ended December		Year ended March 31	Sr.No.	Particulars	Stand Alone - Quarter ended December 31	
2009	2008	2009	2008	2009			2009	2008
Unaudited	Audited	Unaudited	Audited	Audited			Unaudited	Audited
56,106.31	46,775.06	161,216.82	137,522.99	194,115.06	1	Net Income from sales/ services	37,096.63	34,177.48
2,522.85	(1,186.43)	(6,995.68)	(8,364.84)	(8,317.73)	2	Cost of sales / services		
25,041.64	12,284.09	62,786.13	44,648.84	58,399.96		a) (Increase)/ Decrease in Stock in trade and work in progress	1,869.90	(1,524.92)
4,765.50	14,629.08	36,972.38	43,116.40	63,055.91		b) Consumption of raw materials and services	17,863.33	10,831.98
9,512.07	9,718.96	27,679.67	24,038.57	33,083.15		c) Purchase of traded goods	4,765.50	14,629.76
						d) Other expenditure (Cost of Delivery)	3,327.01	2,149.24
14,264.25	11,329.36	40,774.32	34,084.02	47,893.77	3	Gross Profit (1-2)	9,270.89	8,091.42
3,910.43	3,550.98	11,370.64	10,115.45	14,731.71	4	General Administrative Expenses	2,471.71	2,295.78
1,592.36	841.98	4,354.90	3,241.46	4,565.10	5	Selling & Distribution Expenses	394.58	434.31
1,486.37	1,303.90	4,327.99	3,847.53	5,284.49	6	Depreciation	1,204.24	1,040.16
7,275.09	5,632.50	20,720.79	16,879.58	23,312.47	7	Operating Profit before Interest (3) - (4+ 5+ 6)	5,200.26	4,321.17
1,515.78	1,899.70	4,697.61	4,717.39	7,588.50	8	Interest and Finance Cost	1,307.81	1,720.52
NIL	NIL	NIL	NIL	NIL	9	Exceptional Items	NIL	NIL
5,759.31	3,732.80	16,023.18	12,162.19	15,723.97	10	Operating Profit after interest and Exceptional Items (7-8-9)	3,892.45	2,600.65
780.73	(123.74)	2,419.54	(528.81)	396.74	11	Other Income [includes foreign exchange gain / (loss) - net]	931.57	(127.74)
6,540.04	3,609.06	18,442.72	11,633.38	16,120.71	12	Profit (+) / Loss (-) from ordinary activities before tax (10-11)	4,824.02	2,472.91
843.78	475.29	2,756.30	1,383.66	2,013.87	13	Tax expense		
(184.03)	(82.63)	(541.88)	(241.62)	165.53		a) Current Tax	769.80	325.00
NIL	52.00	NIL	171.00	219.39		b) Deferred Tax	(185.46)	(82.63)
						c) Fringe Benefit Tax	NIL	52.00
5,880.29	3,164.40	16,228.30	10,320.34	13,721.92	14	Net Profit (+) / Loss (-) from ordinary activities after tax (12-13)	4,239.68	2,178.54
NIL	NIL	NIL	NIL	(1,000.00)	15	Extraordinary Items (net of tax expense)	NIL	NIL
5,880.29	3,164.40	16,228.30	10,320.34	12,721.92	16	Net profit (+)/ Loss (-) for the period (14-15)	4,239.68	2,178.54
658.80	485.41	65.09	365.75	351.30	17	Share of Profit / (Loss) in Associates	N.A.	N.A.
21.98	(3.17)	3.11	5.67	(21.19)	18	Minority Interest	N.A.	N.A.
15.18	4.42	16.35	(4.03)	(1.84)	19	Reserve on Consolidation	N.A.	N.A.
6,576.25	3,651.06	16,312.85	10,687.73	13,050.19	20	Net Profit after Tax attributable to Consolidated Group	N.A.	N.A.
9,603.65	9,457.41	9,603.65	9,457.41	9,472.32	21	Paid-up Equity Share Capital (Face value of Rs.10/- each)	9,603.65	9,457.41
				117,767.63	22	Reserves Excluding Revaluation Reserves (as per Balance Sheet) of Previous Accounting Year		
					23	Earnings Per Shares (EPS) (Rs.) (Not Annualised)		
						- Before Extraordinary items		
6.92	3.86	17.17	11.77	14.86		a) Basic	5.69	2.30
6.78	3.69	16.83	11.25	14.24		b) Diluted	5.58	2.20
						- After Extraordinary items		
6.92	3.86	17.17	11.77	13.80		a) Basic	5.69	2.30
6.78	3.69	16.83	11.25	13.23		b) Diluted	5.58	2.20
49,586,760	52,824,352	49,586,760	52,824,352	52,973,426	24	Public shareholding		
51.63%	55.86%	51.63%	55.86%	55.92%		--- Number of Shares	49,586,760	52,824,352
						--- Percentage of shareholding	51.63%	55.86%
					25	Promoters and Promoter group Shareholding		
						a) Pledged / Encumbered		
0	N.A.	0	N.A.	0		--- Number of shares	0	N.A.
0	N.A.	0	N.A.	0		--- Percentage of shares (as a % of the total shareholding of Promoter and Promoter group)	0	N.A.
0	N.A.	0	N.A.	0		--- Percentage of shares (as a % of the total Share Capital of the Company)	0	N.A.
						b) Non-Encumbered		
46,449,727	N.A.	46,449,727	N.A.	41,749,727		--- Number of shares	46,449,727	N.A.
100.00%	N.A.	100.00%	N.A.	100.00%		--- Percentage of shares (as a % of the total Shareholding of Promoter and Promoter group)	100.00%	N.A.
48.37%	N.A.	48.37%	N.A.	44.08%		--- Percentage of shares (as a % of the total Share Capital of the Company)	48.37%	N.A.

Place : Mumbai

Date : January

Manoj Tirotkar

Chairman and

5. DETAILS OF SECURITIES ISSUED AND SOUGHT TO BE LISTED

Issuer/Company	GTL Limited
Instrument	Rated Redeemable Unsecured Rupee Non-Convertible Debenture(s) issued by the Issuer pursuant to the terms and conditions set out in this Information Memorandum.
Denomination of the Instrument/ Face Value	Rs 10 Lakhs per Debenture
Issue Price	At Par
No. of Debentures	7,000 (Seven Thousand) Debentures
Issue Size	Rs.700 Crores to be issued in three Series: (a) Series I which would be for a maximum issue size of Rs. 235 Crores; (b) Series II which would be for a maximum issue size of Rs. 235 Crores; and (c) Series III which would be for a maximum issue size of Rs. 230 Crores.
Tenure	Series I will be redeemed at the expiry of 36 months from the Deemed Date of Allotment of the Series I Debentures and has the tenure of 36 months from the Deemed Date of Allotment of the Series I Debentures; Series II will be redeemed at the expiry of 48 months from the Deemed Date of Allotment of the Series II Debentures and has the tenure of 48 months from the Deemed Date of Allotment of the Series II Debentures and; Series III will be redeemed at the expiry of 60 months from the Deemed Date of Allotment of the Series III Debentures and has the tenure of 60 months from the Deemed Date of Allotment of the Series III Debentures.
Initial Rating	A by CARE
Mode of Placement	Private Placement
Dematerialized	Yes. The Issuer will issue the Debentures in dematerialized form within 3 (three) business days from the Deemed Date of Allotment.
Call Option	Issuer will have the right to redeem the Debentures on Coupon Reset Dates in full or in parts. Provided that in the event of a part redemption the amount shall not be less than Rs. 25 Crores for each respective Series. Issuer will also have the right to redeem the Debentures at any other time prior to the scheduled Maturity but subject to the Issuer being liable to pay break costs to compensate the Debenture holders for the premature redemption on a matched funding basis. The amount of the break costs shall be provided by Debenture holders. However, no break cost will be payable for any redemption on any Coupon Reset Date.
Redemption	Redemption by bullet repayment for each of the Series, viz. Series I, Series II and Series III. Series I will be redeemed at the expiry of 36 months from the Deemed Date of Allotment of the Series I Debentures; Series II will be redeemed at the expiry of 48 months from the Deemed Date of Allotment of the Series II Debentures and; Series III will be redeemed at the expiry of 60 months from the

	Deemed Date of Allotment of the Series III Debentures.
Interest/Coupon Rate	8% p.a. The Coupon Rate for each Series will be reset on every Coupon Reset Date as per the Interest Reset Mechanism and the same Coupon Rate will be applicable for all the Series.
Interest Frequency	Quarterly
Day Count Basis	Actual / 365 (366 in case of a leap year)
Business Days	If any payment date is not a Business Day in Mumbai, payment shall be made on the next Business Day in Mumbai, with interest upto and including the immediate preceding day. Business Day means a day which is not a Saturday or Sunday or a public holiday.
Purpose	The proceeds from the Issue shall be utilised for the following purposes: (a) to pay costs, fees and expenses in relation to the Issue; (b) to meet ongoing working capital and / or capital expenditure (including acquisition and / or investment) requirements of the Issuer.

The Issuer and its subsidiaries have obtained various financial facilities from banks and financial institutions. As on 31st December, 2009, borrowings from banks and institutions amounted to Rs. 1954.90 Crores. The Issuer does not have any secured borrowings.

The table below sets forth outstanding borrowing of the Issuer as on 31st December, 2009:

PARTICULARS AS OF DECEMBER 31, 2009	OUTSTANDING (RUPEES IN CRORES)
Unsecured Loan From Banks	760.00
External Commercial Borrowings	698.10
Acceptances	496.80
Total	1954.90

6. MAJOR EQUITY / DEBT HOLDERS

Ten Largest Equity Shareholders of the Company as on December 31, 2009

SR. NO.	NAME OF SHAREHOLDER	ADDRESS	NO. OF SHARES HELD	% SHAREHOLDING
1.	Global Holding Corporation Pvt Ltd	C/o Standard Chartered Bank Securities Services 23-25 M.G. Road, Fort Mumbai 400001	42057623	43.79%

SR. NO.	NAME OF SHAREHOLDER	ADDRESS	NO. OF SHARES HELD	% SHAREHOLDING
2.	Somerset India Fund-Vulpes Strategic	Citibank N A, Custody Services 3rd Flr, Trent House, G Block, Plot No. 60, BKC, Bandra - East Mumbai 400051	5816932	6.06%
3.	Sophia Growth - A Share Class Of Somerset India Fund	C/O Standard Chartered Bank Securities Services 23-25, M.G. Road, Fort Mumbai 400001	4071786	4.24%
4.	GHC International Ltd	C/O Standard Chartered Bank Securities Services 23-25, M.G. Road, Fort Mumbai 400001	4045431	4.21%
5.	Citigroup Global Markets Mauritius Private Limited	Citibank N A, Custody Services 3rd Flr, Trent House, G Block, Plot No. 60, BKC, Bandra - East Mumbai 400051	2515000	2.62%
6.	Aparajeeta IT Software Solutions Pvt. Ltd.	102, Matrupriya Apartment, Chikwadi, Next to Krishna Hotel, Borivali-West, Mumbai 400092	1893330	1.97%
7.	Omega Capital Services Private Limited	Office No.15, 3rd Floor, Mashraqui Building, 227,P.D'mello Road,Near GPO, Fort, Mumbai 400001	1883066	1.96%
8.	Aaryahi Properties Private Limited	102, Matrupriya Apartment, Chikwadi, Next to Krishna Hotel, Borivali (West), Mumbai 400092	1874568	1.95%
9.	Rhodes Diversified	Citibank N A, Custody Services 3rd Flr, Trent House, G Block, Plot No. 60, BKC, Bandra - East Mumbai 400051	1737548	1.81%
10.	Mavi Investment Fund Ltd	DB House Hazarimal Somani Marg, Fort, Mumbai Post Box - 1142 400001	1733615	1.81%

Ten Largest Equity Shareholders of the Company as on December 31, 2009

SR. NO	NAME OF THE SECURITY HOLDER	ADDRESS	INSTRUMENT TYPE	AMOUNT(IN RS. CRORES)
At present no Debentures/Other Securities are Outstanding				

Debt-Equity Ratio of the Company

RATIO	
Prior to the current Issue	1.39
Post the current Issue	1.88

7. SERVICING OF EXISTING DEBT, PAYMENT OF DUE INTEREST ON DUE DATES ON TERM LOANS AND DEBT SECURITIES

The Issuer is discharging all its liabilities in time and would continue doing so in future as well. The Issuer has been paying regular interest and principal whenever due.

There has been no default in payment of due interest or redemption in relation to debt securities issued / debt taken by the Issuer prior to the date of this Information Memorandum/ Disclosure Document.

8. MATERIAL CONTRACTS, AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS OF THE ISSUER

The Issuer, in the ordinary course of its business, enters into various agreements, including loan agreements and joint venture agreements, which may contain certain financial obligations and/or provisions which may have an impact on its financial condition. Such contracts or agreements may be inspected at the Registered Office of the Issuer from 11.00am to 1.00pm from the date of this Information Memorandum/ Disclosure Document, until the date of closure of this Issue.

8.1 Material Contracts:

1. Board Resolution dated January 29, 2010 authorizing the Issue of Debentures offered under terms of this Disclosure Document.
2. Consent letter from IDBI Trusteeship Services Limited for acting as Debenture Trustee for and on behalf of the holder(s) of the Debentures.

Material Documents

1. Letter appointing IDBI Trusteeship Services Limited, as trustee to the Debenture holders (“**Debenture Trustee**”).
2. Memorandum and Articles of Association of the Issuer.
3. Copy of the Certificate of Incorporation of the Company dated 23rd December 1987.
4. Certified true copy of the Resolution(s) of the Company passed at the General Meeting held on 27th September 2006 for increase in borrowing limits.
5. Copies of Annual Reports of our Company for the last 5 (five) financial years.
6. Application made to the BSE for grant of in-principle approval for listing of Debentures.
7. Letter from BSE conveying its in-principle approval for listing of Debentures.
8. Letter from CARE conveying the initial credit rating for the Debentures of the Issuer and the rating rationale pertaining thereto.
9. Agreement between the Issuer and National Securities Depository Limited (“**NSDL**”) for the Issue of Debentures in dematerialized form.

9. MATERIAL EVENTS

No material event/ development or change has occurred at the time of Issue or subsequent to the Issue which may affect the Issue or the Debenture holders' decision to invest / continue to invest in the debt securities.

10. BRIEF OFFER DETAILS

(a) The Issue

GTL Limited proposes to issue 7,000 Rated Redeemable Unsecured Rupee Non-Convertible Debentures of Face Value of Rs. 10 Lakhs each, aggregating in total Rs.700 Crores, to be issued on a private placement basis in the Financial Year commencing April 1, 2009 and ending on March 31, 2010 to be issued in three Series: (a) Series I which would be for a maximum issue size of Rs. 235 Crores; (b) Series II which would be for a maximum issue size of Rs. 235 Crores; and (c) Series III which would be for a maximum issue size of Rs. 230 Crores.

(b) Utilization of the Issue Proceeds

The proceeds of the Issue of Debentures would be utilized for paying the costs, fees and expenses in relation to the Issue and to meet ongoing working capital and / or any capital expenditure (including acquisition / investment) requirements of the Issuer. The Main Objects Clause of the Memorandum of Association of the Issuer enables it to undertake the activities for which the funds are being raised through the Issue and also the activities which the Issuer has been carrying out till date.

(c) Listing

The Debentures are proposed to be listed on the WDM of BSE. An in-principle approval from BSE has been obtained for the listing of the NCDs on February 1, 2010. The Issuer shall make an application for listing within 1 (one) day from the Deemed Date of Allotment of Debentures and ensure listing of the Debentures within 3 (three) days from the Deemed Date of Allotment. In case of delay in listing beyond 3 (three) days from the Deemed Date of Allotment, penal interest at the rate of 2% p.a. over the Coupon Rate will be applicable for the period starting Deemed Date of Allotment till the date of listing of Debentures. In case the Issuer is unable to list these Debentures within 7 (seven) days from the Deemed Date of Allotment, the Issuer undertakes to repay the entire pay-in amount along with interest at the applicable Coupon Rate, all monies received from the applicants/Investors pursuant to this Information Memorandum/ Disclosure Document, within 5 (five) working days from the end of such period or the Debenture holders will have the right to re-negotiate the terms of the Issue of Debentures.

Each Series will have a separate ISIN number and will be traded separately on the WDM of the BSE.

(d) Rating

The Issuer has obtained Long Term initial rating of **A** from CARE.

(e) Redemption Amount

100% of Face Value of Debentures to be paid.

(f) Maturity / Repayment Date

For Series I, at the expiry of 36 months from the Deemed Date of Allotment;
For Series II, at the expiry of 48 months from the Deemed Date of Allotment; and
For Series III, at the expiry of 60 months from the Deemed Date of Allotment.

(g) Yield on Redemption / Coupon Rate

8% p.a.

(h) Interest Reset Mechanism:

The Coupon Rate will be reset on every Coupon Reset Date as per the interest reset mechanism and the same Coupon Rate will be applicable for all the Series.

The Trustee shall consult all Debenture holders in relation to each Series for ascertaining the new Coupon Rate, and the decision so reached for fixing the Coupon Rate is to be acceptable to and has to be approved by the majority Debenture holders (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series), at least 15 (fifteen) days prior to each Coupon Reset Date, for the new Coupon Rate which should be applicable till the respective next Coupon Reset Date.

The new Coupon Rate will be reset at such rate as approved by the majority Debenture holders in relation to each Series (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series).

The Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 7 (Seven) days before the respective Coupon Reset Date. For the purpose of this Issue, the Coupon Reset Date is to be at the end of the 1st and 2nd year from the Deemed Date of Allotment for Series I, at the end of 1st, 2nd and 3rd year from the Deemed Date of Allotment for Series II and at the end of 1st, 2nd, 3rd and 4th year from the Deemed Date of Allotment for Series III.

The interest would be paid on quarterly basis.

(i) Discount / Effective Price

The Debentures are being issued at face value and no discount shall be offered on the Debenture hence the Investor shall pay 100% of the Issue price.

(j) Security

The Debentures are to be unsecured and therefore the Issuer will not create any security for the same. The Debentures will benefit from a negative lien over all the assets of the Issuer, whereby the Issuer cannot create or permit to subsist any security over any of its assets unless the Debenture Trustee is satisfied that the security is also granted in favour of the Debenture holders on a *pari passu* basis.

Further the Issuer shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan or otherwise dispose of any of its assets or enter into an agreement to make any such disposal. However should there be no event of default (as may be defined under the Debenture Trust Deed) in existence, the above provisions would not apply to a disposal of any asset by the Company which, at the time of that disposal, is not the subject of any security created by under any of the Transaction Documents and which is either (a) made in the ordinary course of the day-to-day trading activities of the disposing entity; (b) of cash, and not otherwise prohibited by the Transaction Documents; or (c) made as part of a securitisation of receivables on an arms length basis.

In addition, and subject to certain exceptions, the Company is not to: (a) create or permit to subsist any security over any of its assets unless the Debenture Trustee is satisfied that the security is also granted to the Debenture holders on a *pari passu* basis; or (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company unless it is done in the ordinary course of trading of the Company and not as a method of raising finance.

11. DEBENTURE REDEMPTION RESERVE

The Issuer shall create and maintain the debenture redemption reserve as per the provisions of the Companies Act, 1956 and the guidelines/regulations issued by SEBI, as applicable.

12. DEBENTURE TRUSTEE

The Issuer has appointed IDBI Trusteeship Services Limited (“ITSL”) as the Debenture Trustee. All the rights and remedies of the Debenture holders shall vest in and shall be exercised by the Debenture Trustee without referring to the Debenture holders. All Debenture holders are deemed to have irrevocably given their authority and consent to IDBI Trusteeship Services Limited to act as their Debenture Trustee and for doing such acts and signing such documents to carry out their duty in such capacity. Any payment by the Issuer to the Debenture Trustee on behalf of the Debenture holders shall discharge the Issuer pro tanto to the Debenture holders. Resignation/retirement of the Debenture Trustee shall be as per terms of the Debenture Trust Deed to be entered into between the Issuer and the Debenture Trustee. A notice in writing to the Debenture holders shall be provided for the same.

ITSL has given its written consent for its appointment as Debenture Trustee to the Issue under Regulation 4(4) of the SEBI Regulations and inclusion of its name in the form and context in which it appears in this Information Memorandum/ Disclosure Document.

13. OFFERING INFORMATION

13.1 Terms of the Issue

GTL Limited proposes to issue 7,000 Rated Redeemable Unsecured Rupee Non-Convertible Debentures of Face Value of Rs. 10 Lakhs each, aggregating upto Rs.700 Crores, to be issued on a private placement basis in the Financial Year commencing April 1, 2009 and ending on March 31, 2010. The Debentures will be Issued in 3 Series on the Deemed Date of Allotment, viz Series I which will be redeemed at the expiry of 36 months from the Deemed Date of Allotment of the Series I Debentures; Series II which will be redeemed at the expiry of 48 months from the Deemed Date of Allotment of the Series II Debentures; and Series III which will be redeemed at the expiry of 60 months from the Deemed Date of Allotment of the Series III Debentures.

13.2 Listing Details

The Debentures are proposed to be listed on the WDM of the BSE. The In-principle approval from BSE shall be obtained prior to Listing. The Issuer shall make an application for listing within 1 (one) day from the Deemed Date of Allotment of Debentures and ensure listing of the Debentures within 3 (three) days. In case of delay in listing beyond 3 (three) days from the Deemed Date of Allotment, penal interest at the rate of 2% p.a. over the Coupon Rate will be applicable for the period starting Deemed Date of Allotment till the date of listing of Debentures. In case the Issuer is unable to list these Debentures within 7 (seven) days from the Deemed Date of Allotment, the Issuer undertakes to repay the entire pay-in amount along with interest at the applicable Coupon Rate, all monies received from the applicants/ Investors pursuant to this Information Memorandum/ Disclosure Document, within 5 (five) working days from the end of such period or the Debenture holders will have the right to re-negotiate the terms of the Issue of Debentures.. Each Series will have a separate ISIN number and will be traded separately on the WDM of the BSE.

13.3 Nature of Instrument

Rated Redeemable Unsecured Rupee Non-Convertible Debentures to be issued on a private placement basis and in dematerialized form.

13.4 Credit Rating

The Issuer has obtained a long term initial rating of A from CARE for the current Issue.

13.5 Face Value

The Face Value of the Debentures shall be Rs. 10,00,000/- (Rupees. Ten Lakhs only) per Debenture.

13.6 Issue Price

The Issue price is to be at par with the face value of the Debentures, therefore, the Issue price of the Debentures shall be Rs. 10,00,000/- (Rupees. Ten Lakhs only) per Debenture. The amount payable at the time of subscription shall be Rs. 10,00,000/- (Rupees. Ten Lakhs only) per Debenture.

13.7 Discount / Effective Price

The Debentures are being issued at face value and no discount shall be offered on the Debentures, hence the Investor shall pay 100% of the Issue price.

13.8 Market Lot

Market lot will be of 1 (one) Debenture.

13.9 Yield on Redemption / Coupon Rate

8%p.a

13.10 Redemption Amount

100% of Face Value of Debentures.

13.11 Period of Final Maturity

At the expiry of 36 months from the Deemed Date of Allotment for Series I Debentures, at the expiry of 48 months from the Deemed Date of Allotment for Series II Debentures and at the expiry of 60 months from the Deemed Date of Allotment for Series III Debentures.

13.12 Minimum Number of Debentures

Ten Debentures (Rs.1,00,00,000) and in multiple of 1 Debenture (Rs. 10,00,000/-) thereafter.

13.13 Interest Reset Mechanism:

The Coupon Rate will be reset on every Coupon Reset Date as per the interest reset mechanism and the same Coupon Rate will be applicable for all the Series.

The Trustee shall consult all Debenture holders in relation to each Series for ascertaining the new Coupon Rate, and the decision so reached for fixing the Coupon Rate is to be acceptable to and has to be approved by the majority Debenture holders (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series), at least 15 (fifteen) days prior to each Coupon Reset Date, for the new Coupon Rate which should be applicable till the respective next Coupon Reset Date.

The new Coupon Rate will be reset at such rate as approved by the majority Debenture holders in relation to each Series (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series)

The Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 7 (Seven) days before the respective Coupon Reset Date. For the purpose of this Issue, the Coupon Reset Date is to be at the end of the 1st and 2nd year from the Deemed Date of Allotment for Series I, at the end of 1st, 2nd and 3rd year from the Deemed Date of Allotment for Series II and at the end of 1st, 2nd, 3rd and 4th year from the Deemed Date of Allotment for Series III.

The interest would be paid on quarterly basis.

14. APPLICATION FOR THE DEBENTURES

14.1 How to Apply

Applications for the Debentures must be made in the Application Form and must be completed in block letters in English by Investors. Application Forms must be accompanied by either a demand draft or cheque or electronic transfer drawn or made payable in favour of “GTL Limited” and should be crossed “Account Payee only”. The full amount of the Face Value applied for has to be paid along with the delivery of the fully completed and executed Application Form together with other applicable documents described below.

Cheques/demand drafts/electronic transfer may be drawn on any scheduled bank and payable at Mumbai.

The Issuer assumes no responsibility for any applications/cheques/demand drafts lost in mail or in transit.

14.2 Who can apply

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

This Information Memorandum/Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures. The categories of Investors eligible to invest in the Debentures, when addressed directly, include financial institutions, companies, insurance companies, and such other category of investor as expressly authorised to invest in the Debentures. Also, banks will not be permitted to subscribe to the Debentures. Furthermore, NRIs, OCBs, FIIs and other persons resident outside India are not eligible to apply for or hold the Debentures unless appropriate regulatory approvals are obtained. All Debenture holders are required to comply with the relevant regulations/guidelines applicable to them for investing and / or holding the Debentures in this Issue.

The following categories of Investors, which fall within the list of exclusions provided in the Rule 2(b) in the Companies (Acceptance of Deposits) Rules, 1975, when specifically approached, are eligible to apply for this private placement of Debentures:

- Financial Institutions
- Insurance Companies
- Company or companies

However, none of the Investors shall be in the caution list/ negative list issued by SEBI from time to time. All Debenture holders are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

14.3 Application by eligible Investors

The applications must be accompanied by certified true copies of (i) Memorandum and articles of association/constitution/bye-laws/trust deed; (ii) resolution authorizing investment and containing operating instructions; (iii) specimen signatures of authorized signatories; and (iv) necessary form for claiming tax exemption from income from interest on application money.

14.4 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signatures of all authorised signatories must be lodged along with the submission of the completed Application Form. Further, modifications/additions in the power of attorney or authority should be delivered to the Issuer at its Registered Office.

14.5 Submission of completed Application Form

All applications duly completed accompanied by account payee cheques/drafts/application money/transfer instructions from the respective Investor's account to the account of the Issuer, shall be submitted at the Registered/Corporate Offices.

14.6 Issue Programme

ISSUE OPENING DATE	February 3, 2010
ISSUE CLOSING DATE	February 3, 2010
DEEMED DATE OF ALLOTMENT	February 3, 2010

The Issuer reserves the right to change the Issue programme, including the Deemed Date of Allotment, at its sole discretion, without giving any reasons or prior notice. Debentures will be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified in this Information Memorandum/Disclosure Document.

The Issuer undertakes that it would use a common form of transfer for and pursuant to this Issue.

14.7 Mode of Payment

All cheques/drafts/transfers/RTGS must be made payable to "GTL Limited".

Details for RTGS payments are mentioned in the instructions as part of the application form in Annexure III.

14.8 Procedure for Allotment and Issue of Certificates

On the Debentures being subscribed under this offer, the Debentures would be Allotted by such persons as are authorized by the Board from time to time and intimated by way of a Letter of Allotment. The Issuer will execute and dispatch/credit to the DP account of the Allottee, in favour of the Allottees such Letter of Allotment or refund letter along with refund amount, not later than 1 (one) Business Day after receipt of completed Application Form or the Deemed Date of Allotment, whichever is later.

The Issuer will issue the Debentures/ Letters of Allotment in dematerialized form within 3 (three) Business Days from the Deemed Date of Allotment.

14.9 Basis of Allotment

The Issuer has the sole and absolute right to allot the Debentures to any applicant; however, the Issuer shall consult the Arranger prior to exercising the right to allot the Debentures to any applicant.

14.10 Right to Accept or Reject Applications

The Issuer is entitled at its sole and absolute discretion to accept or reject any application, in part or in full, without assigning any reason. Application Forms that are not complete in all respects shall be rejected at the sole and absolute discretion of the Issuer. However, the Issuer shall consult the Arranger prior to exercising its right to accept or reject the applications.

14.11 Dispatch of Refund Orders

The Issuer shall ensure dispatch of refund orders by registered post/speed post.

14.12 Loss of Interest Cheques/Refund Cheques

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

14.13 Record Date

The record date shall be 15 (Fifteen) Business Days before each relevant Interest payments and/or principal repayments for determining the beneficiaries of the Debentures for the Interest payment and/or principal repayment.

14.14 Interest on Application Money

Interest on subscription money is payable at the applicable Coupon Rate (subject to the provisions of the “Taxes” herein) from the date of realization of subscription money until 1 (one) day prior to the Deemed Date of Allotment.

Such interest shall be payable within 7 (seven) business days from the Deemed Date of Allotment.

Interest will be paid on the entire subscription money and for all valid subscriptions. No interest will be payable in case of invalid subscriptions.

Tax exemption certificates, if applicable, in respect of non-deduction of tax on interest on application money must be submitted along with the Application Form. It is clarified that interest shall not be paid on invalid and incomplete Application Forms.

14.15 Interest Reset Mechanism

The Coupon Rate will be reset on every Coupon Reset Date as per the interest reset mechanism and the same Coupon Rate will be applicable for all the Series.

The Trustee shall consult all Debenture holders in relation to each Series for ascertaining the new Coupon Rate, and the decision so reached for fixing the Coupon Rate is to be acceptable to and has to be approved by the majority Debenture holders (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series), at least 15 (fifteen) days prior to each Coupon Reset Date, for the new Coupon Rate which should be applicable till the respective next Coupon Reset Date.

The new Coupon Rate will be reset at such rate as approved by the majority Debenture holders in relation to each Series (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series).

The Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 7 (seven) days before the respective Coupon Reset Date. For the purpose of this Issue, the Coupon Reset Date is to be at the end of the 1st and 2nd year from the Deemed Date of Allotment for Series I, at the end of 1st, 2nd and 3rd year from the Deemed Date of Allotment for Series II and at the end of 1st, 2nd, 3rd and 4th year from the Deemed Date of Allotment for Series III.

The interest would be paid on quarterly basis.

14.16 Interest Payments

Interest at the Coupon Rate will be paid only to the Debenture holders registered in the Register of Debenture holders or to the Beneficial Owners. Interest on the Debentures shall be payable on the Coupon Payment Date. Such interest will be paid quarterly from the Deemed Date of Allotment until the first Coupon Reset Date at the rate of 8% p.a. All the applications for transfer shall be accepted only at the Registered Office.

In the case of joint holders of Debentures, interest shall be payable to the first named Debenture holder. For the purpose of registering a transfer of Debentures prior to a Record Date, the Debenture certificate(s)/letter(s) of the Allotment, a duly stamped transfer deed and all supporting documents must reach the Issuer at its Registered Office at least 7 (seven) Business Days before the applicable Record Date. The provisions of the Depositories would be compiled by the Registrar for facilitating interest payment by the Issuer on the applicable Coupon Payment Date.

The Issuer shall make all payments to be made by it to the Debenture holders without any tax deduction, unless a tax deduction is required by law. The Issuer shall promptly upon becoming aware that it has had or will have to make a tax deduction (or that there has been or will be any change in the rate at which or the basis on which any tax deduction has to be made), notify the Debenture Trustee accordingly. Similarly, a Debenture holder shall notify the Debenture Trustee on becoming so aware in respect of a payment payable to that Debenture holder. If the Debenture Trustee receives such a notification from the Debenture holder it shall notify the Company. If a tax deduction is required by law to be made by the Issuer, the amount of the payment in respect of which the tax deduction is required to be made shall be increased to the amount which (after the tax deduction) will leave an amount equal to the payment which would have been due if no tax deduction had been required. If the Issuer is required to make a tax deduction, the Issuer shall make the tax deduction, and any payment required in connection with the tax deduction within the time allowed and in the minimum amount required by law. Within 30 (thirty) days of making a tax deduction or a payment required in connection with any tax deduction, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture holder that the tax deduction or payment has been made.

14.17 Redemption

100% of Face Value of Debentures.

14.18 Payment on Redemption

The Debentures would be redeemed by bullet repayment on final Maturity for each of the Series.

Payment of the Redemption amount of the Debentures will be made by the Issuer to the beneficiaries as per the beneficiary list provided by the Depositories as on the applicable Record Date. The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer to the beneficiaries as per the beneficiary list. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture holders. On such payment being made, the Issuer will inform the Depositories and accordingly the account of the Debenture holders with Depositories will be adjusted. The Issuer's liability to the Debenture holders in respect of all their rights including for payment or otherwise shall cease and stand extinguished after the Maturity date, in all events save and except for the Debenture holders' right of redemption as stated above. Upon dispatching the payment instrument towards payment of the redemption amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

14.19 Break Cost

If the Debentures are redeemed prior to their scheduled Maturity for any reason whatsoever, the Issuer shall be liable to pay break costs to compensate the Debenture holders for the premature redemption on a matched funding basis. The amount of the break costs shall be provided by Debenture holders. However, no break cost will be payable for any redemption on any Coupon Reset Date.

14.20 Interest Rate in case of Default

In case of any default under the terms of the Issue, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.

14.21 Splitting and Consolidation

Splitting and consolidation of the Debentures is not applicable in the demat mode form since the saleable lot is one Debenture.

14.22 Power of the Issuer to exercise right to re-purchase and/or re-issue the Debentures

The Issuer will have the power, exercisable at its sole and absolute discretion from time to time, to re-purchase a part or all of its Debentures from the secondary markets or otherwise, at any time prior to the Maturity date, subject to applicable law and in accordance with the prevailing guidelines/regulations issued by the RBI, the SEBI and other authorities. In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed always to have had, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other debentures in their place. Further, in respect of such re-purchased/re-deemed Debentures, the Issuer shall have the power, exercisable either for a part or all of those Debentures, to cancel, keep alive, appoint

nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by law.

14.23 Eligible Holders and Mode of Transfer

The Issuer will not register any transfers of the Debentures to any NRIs, OCBs, FIIs, or any persons resident outside India, unless appropriate regulatory approvals are obtained. The Issuer shall not be duty bound to take interest or trust in or over the Debentures.

In the event the Debentures are held in physical form, the title to the Debentures shall pass by execution of duly stamped transfer deed(s) accompanied by the Debentures certificate(s) together with necessary supporting documents. The transferee(s) should deliver the Debenture certificates to the Issuer for registration of transfer in the Register of Debenture holders at the Registered Office. The Issuer on being satisfied will register the transfer of such Debentures in its Register of Debenture holders. The person whose name is recorded in the Register of Debenture holders shall be deemed to be the owner of the Debentures.

Request for registration of transfer, along with the necessary documents, and all other communications, requests, queries and clarifications with respect to the Debentures should be addressed to and sent to the Registered Office. No correspondence shall be entertained in this regard at any other branches or any of the offices of the Issuer. In the event the Debentures are issued in physical form, the Issuer shall use a common form of transfer.

The request from Registered Debenture holder(s) for splitting/consolidation of Debenture certificates will be accepted by the Issuer only if the original Debentures certificate(s) is/are enclosed along with an acceptable letter of request. No requests for splits below the Market Lot will be entertained. Further, each Debenture holder may transfer or dispose a part or the whole of its Debentures without the Issuer's consent.

Transfer of Debentures in dematerialised form would be in accordance to the rules/procedures as prescribed by the Depositories.

14.24 Succession

In the event of demise of a Registered Debenture holder, the Issuer will recognize the executor or administrator of the demised Debenture holder or the holder of succession certificate or other legal representative of the demised Debenture holder as the Registered Debenture holder of such Debentures, if such a person obtains probate or letter of administration or is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter and delivers a copy of the same to the Issuer. The Issuer may in its absolute discretion, where it thinks fit, dispense with the production of the probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the demised Debenture holder(s) on production of sufficient documentary proof or indemnity. In case a person other than individual holds the Debentures, the rights in the Debentures shall vest with the successor acquiring interest therein, including liquidator or such any person appointed as per the applicable law.

14.25 Issue of Duplicate Debenture Certificates

If any Debenture certificate(s) is/are mutilated or defaced, then, upon production of such certificates at the Registered Office, the same will be cancelled and a new Debenture certificate issued in lieu thereof. If any Debenture certificate is lost, stolen or destroyed then, upon production of proof thereof to the satisfaction of the Issuer and upon furnishing such indemnity as the Issuer may deem adequate and upon payment of any expenses incurred by the Issuer in connection thereof, new certificate(s) shall be issued. A fee will be charged by the Issuer on each fresh Debenture certificate issued hereunder as per the provisions contained in the Articles of Association.

14.26 Notices

The Issuer agrees to send notice of all meetings of the Debenture holders specifically stating that the provisions for appointment of proxy as mentioned in Section 176 of the Companies Act shall be applicable for such meeting. The notices, communications and writings to the Debenture holder(s) required to be given by the Issuer shall be deemed to have been given if sent under postal Certificate (UPC) to the Registered Debenture holder(s) at the address of the Debenture holder(s) registered with the Registered Office.

All notices, communications and writings to be given by the Debenture holder(s) shall be sent by UPC or by hand delivery to the Issuer at its Registered Office or to such persons at such address as may be notified by the Issuer from time to time and shall be deemed to have been received on actual receipt of the same.

14.27 Rights of Debenture holders

The Debenture holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act, other relevant rules and regulations and the documents executed in relation to the Issue. The Debentures shall not confer upon the Debenture holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer other than those available to them under the Companies Act, other relevant rules and regulations and the documents executed in relation to the Issue.

14.28 Modifications of Rights

The rights, privileges, terms and conditions attached to Debentures of any Series may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures in that respective Series who hold at least 66 2/3% of the outstanding amount of Debentures in that respective Series or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture holders in that respective Series, carried by a majority consisting of not less than 66 2/3% of the persons voting there upon a show of hands or, if a poll is demanded by a majority representing not less than 66 2/3% in value of the votes cast on such poll in that respective Series, provided that nothing in such consent or resolution shall be operative against the Issuer if the same results to be more onerous than the terms hereof on the Issuer.

14.29 Governing Laws and Jurisdiction

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

14.30 Effect of Holidays

Should any of the date(s), including the Deemed Date of Allotment, Maturity date, the Coupon Payment Dates or the Record Dates, as defined in this Information Memorandum/Disclosure Document, fall on a Sunday or a public holiday, the next Business Day shall be considered as the effective date.

14.31 Taxes

The Issuer shall make all payments to be made by it to the Debenture holders without any tax deduction, unless a tax deduction is required by law. The Issuer shall promptly upon becoming aware that it has had or will have to make a tax deduction (or that there has been or will be any change in the rate at which or the basis on which any tax deduction has to be made), notify the Debenture Trustee accordingly. Similarly, a Debenture holder shall notify the Debenture Trustee on becoming so aware in respect of a payment payable to that Debenture holder. If the Debenture Trustee receives such a notification from the Debenture holder it shall notify the Company. If a tax deduction is required by law to be made by the Issuer, the amount of the payment in respect of which the tax deduction is required to be made shall be increased to the amount which (after the tax deduction) will leave an amount equal to the payment which would have been due if no tax deduction had been required. If the Issuer is required to make a tax deduction, the Issuer shall make the tax deduction, and any payment required in connection with the tax deduction within the time allowed and in the minimum amount required by law. Within 30 (thirty) days of making a tax deduction or a payment required in connection with any tax deduction, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture holder that the tax deduction or payment has been made.

15. OTHER REGULATORY AND STATUTORY DISCLOSURES

15.1 Stock Exchange Disclaimer Clause

It is to be distinctly understood that filing of this Information Memorandum/ Disclosure Document with the Stock Exchange should not, in any way, be deemed or construed that the same has been cleared or approved by the Stock Exchange. The Stock Exchange does not take any responsibility either for the financial soundness of any scheme or the project for which the Issue is proposed to be made, or for the correctness of the statements made or opinions expressed in this Information Memorandum/ Disclosure Document.

15.2 Listing

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis and shall complete all formalities relating to listing of the Debentures. Each

Series will have a separate ISIN number and will be traded separately on the WDM of the BSE. The Issuer shall make an application for listing within 1 (one) day from the Deemed Date of Allotment of Debentures and ensure listing of the Debentures within 3 (three) days from the Deemed Date of Allotment of Debentures. In case of delay in listing beyond 3 (three) days from the Deemed Date of Allotment, penal interest at the rate of 2% p.a. over the Coupon Rate will be applicable for the period starting from the Deemed Date of Allotment till the date of listing of Debentures. In case the Issuer is unable to list these Debentures within 7 (seven) days from the Deemed Date of Allotment, the Issuer undertakes to repay the entire pay-in amount along with interest at the applicable Coupon Rate, all monies received from the applicants / Investors pursuant to this Information Memorandum/ Disclosure Document, within 5 (five) working days from the end of such period or the Debenture holders will have the right to re-negotiate the terms of the Issue of Debentures..

15.3 Role & Limit of Responsibility / Liability of the Arranger

It is hereby declared that the Issuer has exercised due-diligence to ensure complete compliance of prescribed disclosure norms in this Information Memorandum/ Disclosure Document. The role of the Arranger in the assignment is confined to marketing and placement of the Debentures on the basis of this Information Memorandum/ Disclosure Document as prepared by us. The Arranger has neither scrutinized nor vetted nor has it done any due-diligence for verification of the contents of this Information Memorandum/ Disclosure Document. The Arranger shall use this Information Memorandum/ Disclosure Document for the purpose of soliciting subscription(s) from qualified institutional investor(s) in the Debentures to be issued by us on private placement basis. It is to be distinctly understood that the aforesaid use of this Information Memorandum/ Disclosure Document by the Arranger should not in any way be deemed or construed to mean that the Information Memorandum/ Disclosure Document has been prepared, cleared, approved or vetted by the Arranger; nor should the contents to this Information Memorandum/ Disclosure Document in any manner be deemed to have been warranted, certified or endorsed by the Arranger so as to the correctness or completeness thereof.

15.4 Disclaimer in respect of Jurisdiction

This Issue is made in India to Investors as specified under clause “Who Can Apply” of this Information Memorandum/ Disclosure Document, who shall be specifically approached by the Issuer. This Information Memorandum/ Disclosure Document does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts of Mumbai. This offer of Debenture is made in India to persons resident in India. This Information Memorandum/ Disclosure Document does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

15.5 Issuer Disclaimer Clause

The Issuer certifies that the disclosures made in this Information Memorandum/ Disclosure Document are generally adequate and in conformity with the SEBI Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum/ Disclosure Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum/ Disclosure Document would be doing so at his own risk.

15.6 Cautionary Note

This Information Memorandum/ Disclosure Document is not intended to provide the sole basis of any credit decision or other evaluation and should not be considered as a recommendation that any recipients of this Information Memorandum/ Disclosure Document should invest in the Debentures proposed to be issued by the Issuer. Each potential investor should make its own independent assessment of the investment merit of the Debentures and the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the ability, risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such investor's particular circumstance. This Information Memorandum/ Disclosure Document is made available to potential investors on the strict understanding that it is confidential. Recipients shall not be entitled to use any of the information otherwise than for the purpose of deciding whether or not to invest in the Debentures.

No person including any employee of the Issuer has been authorized to give any information or to make any representation not contained in this Information Memorandum/ Disclosure Document. Any information or representation not contained herein must not be relied upon as having being authorized by or on behalf of the Issuer. Neither the delivery of this Information Memorandum/ Disclosure Document at any time nor any statement made in connection with the offering of the Debentures shall under the circumstances imply that any information/representation contained herein is correct at any time subsequent to the date of this Information Memorandum/ Disclosure Document. The distribution of this Information Memorandum/ Disclosure Document or the Application Forms and the offer, sale, pledge or disposal of the Debentures may be restricted by law in certain jurisdictions. This Information Memorandum/ Disclosure Document does not constitute an offer to sell or an invitation to subscribe to the Debentures in any jurisdiction to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Information Memorandum/ Disclosure Document comes are required by the Issuer to inform themselves about and observe any such restrictions. The sale or transfer of these Debentures outside India may require regulatory approvals in India, including without limitation, the approval of the RBI. Each Investor may transfer or dispose a part or the whole of its Debentures without the Issuer's consent.

15.7 Issue of Debentures in Dematerialized Form

The Debentures will be issued in dematerialized form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialized form. Debenture holders will have to hold the Debentures in dematerialized form as per the provisions of Depositories Act. The Depository Participant's name, DP-ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Issuer shall take necessary steps to credit the Debentures allotted to the depository account of the Debenture holders.

The Issuer will make the Allotment to Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money. The Allotted Debentures at the first instance will be credited in dematerialized form on Letter of Allotment ISIN ("LOA ISIN") within 3 (three) days of the Deemed Date of Allotment.

15.8 Transferability of Debentures

These Debentures are transferable only to entities which are eligible to hold the Debentures as per applicable law. Each Debenture holder may transfer or dispose a part or the whole of its Debentures without the Issuer's consent.

As the Debentures are being issued in dematerialized form, there is no stamp duty payable on these Debentures. However, if at all, any stamp duty implications are applicable, stamp duty on secondary market transfer as applicable under the Bombay Stamp Act will be relevant for the purpose.

15.9 Consents

ITSL has given its written consent for its appointment as the Debenture Trustee to the Issue under Regulation 4(4) of the SEBI Regulations and inclusion of its name in the form and context in which it appears in this Information Memorandum/ Disclosure Document

The Rated Redeemable Unsecured Rupee Non Convertible Debentures are proposed to be listed on the WDM of the BSE.

ANNEXURE I: SUMMARY TERM SHEET

FOR PRIVATE PLACEMENT OF RATED REDEEMABLE UNSECURED NON-CONVERTIBLE DEBENTURES AT FACE VALUE

Instrument/ Issue	Rated Redeemable Unsecured Rupee Non Convertible Debentures (“Debentures”)		
Total Issue Amount	Rs. 700 crores (Rupees Seven Hundred Crores only) to be split between Series I, Series II and Series III as defined below		
Mode of Placement	On private placement basis to Investors		
Purpose	<p>The Issuer shall utilize proceeds of the Issue for the following purposes:</p> <ul style="list-style-type: none"> To pay costs, fees and expenses in relation to the Issue; To meet ongoing working capital and / or capital expenditure (including acquisition and / or investment) requirements of the Issuer 		
Face Value	Rs.10,00,000 (Rupees Ten Lakhs only) per Debenture		
Minimum Application Size	Ten Debentures (Rs.1,00,00,000/-) and in multiple of 1 Debenture (Rs. 10,00,000/-) thereafter		
Issue Price	At par		
Security	<p>The Debentures will be unsecured and rank pari passu with other unsecured creditors of the Issuer.</p> <p>The Debentures will benefit from a negative lien over all the assets of the Issuer.</p>		
Initial Rating	“A” by CARE		
Series	Series I	Series II	Series III
Issue Amount	Up to Rs. 235 Crores	Up to Rs. 235 Crores	Up to Rs. 230 Crores
Maturity	3 years from the Deemed Date of Allotment	4 years from the Deemed Date of Allotment	5 years from the Deemed Date of Allotment
Redemption	Bullet repayment	Bullet repayment	Bullet repayment

Coupon Reset Date	At the end of 1 st and 2 nd year from the Deemed Date of Allotment	At the end of 1 st , 2 nd and 3 rd year from the Deemed Date of Allotment	At the end of 1 st , 2 nd , 3 rd and 4 th year from the Deemed Date of Allotment
Coupon Rate	<p>8% p.a, payable quarterly from the Deemed Date of Allotment until the first Coupon Reset Date.</p> <p>The Coupon Rate will be reset on every Coupon Reset Date as per the Interest Reset Mechanism and the same Coupon Rate will be applicable for all the Series.</p>		
Interest Reset Mechanism	<p>The Coupon Rate will be reset on every Coupon Reset Date as per the interest reset mechanism and the same Coupon Rate will be applicable for all the Series.</p> <p>The Trustee shall consult all Debenture holders in relation to each Series for ascertaining the new Coupon Rate, and the decision so reached for fixing the Coupon Rate is to be acceptable to and has to be approved by the majority Debenture holders (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series), at least 15 (fifteen) days prior to each Coupon Reset Date, for the new Coupon Rate which should be applicable till the respective next Coupon Reset Date.</p> <p>The new Coupon Rate will be reset at such rate as approved by the majority Debenture holders in relation to each Series (i.e. Debenture holders holding 66 2/3% of the outstanding amount in the relevant Series)</p> <p>The Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 7 (Seven) days before the respective Coupon Reset Date. For the purpose of this Issue, the Coupon Reset Date is to be at the end of the 1st and 2nd year from the Deemed Date of Allotment for Series I, at the end of 1st, 2nd and 3rd year from the Deemed Date of Allotment for Series II and at the end of 1st, 2nd, 3rd and 4th year from the Deemed Date of Allotment for Series III.</p>		
Call Option	<p>Issuer will have the right to redeem the Debentures on Coupon Reset Dates in full or in parts. Provided that in the event of a part redemption the amount shall not be less than Rs. 25 Crores for each respective Series.</p>		
Coupon Payments	<p>Quarterly. All Coupon Payment dates to be linked to the Deemed Date of Allotment.</p>		
Investors	<p>Primary Allottees being Financial Institutions, Insurance Companies and Companies which fall within the list of exclusions provided in the Rule 2(b) in the Companies (Acceptance of Deposits) Rules, 1975. Note that banks are</p>		

	expressly prohibited from making an application to subscribe to this Issue.
Interest on Application Money	Interest on application money will be paid to Debenture holders at Coupon Rate from the date of realization of subscription money upto 1 (one) day prior to the Deemed Date of Allotment. Such interest shall be payable within 7 (seven) Business Days from the Deemed Date of Allotment.
Timing	<p>Issue Opening Date: February 3, 2010 Closing Date: February 3, 2010 Pay in Date: February 3, 2010 Deemed Date of Allotment: February 3, 2010</p> <p>All documentation including, but not limited to, the Information Memorandum, Board Resolution, Rating Letter, Appointment of Trustees, In-principle listing approval from the Stock Exchange etc., to be completed and made available to the Arranger at least 1 (one) day prior to subscription.</p>
Listing	<p>On the WDM segment of the Bombay Stock Exchange. The Issuer shall make an application for listing within 1 (one) day from the Deemed Date Of Allotment of Debentures and ensure listing of the Debentures within 3 (three) days.</p> <p>In case of delay in listing beyond 3 (three) days from the Deemed Date of Allotment, penal interest at the rate of 2% p.a. over the Coupon Rate will be applicable for the period starting Deemed Date of Allotment till the date of listing of Debentures. However, if the listing gets delayed beyond 7 (seven) days from the Deemed Date of Allotment, Debenture holders will have the right to require redemption of the Debentures within 5 (five) working days from the end of such period or the Debenture holders will have the right to re-negotiate the terms of the Issue of Debentures.</p>
Business Day Convention	<p>If any payment date is not a Business Day in Mumbai, payment shall be made on the next Business Day in Mumbai, with interest up to and including the immediate preceding day.</p> <p>Business Day means a day which is not a Saturday or Sunday or a public holiday.</p>
Day Count Basis	Actual / 365 days (366 in case of a leap year)
Assignment / Transferability	Each Debenture holder may transfer or dispose a part or the whole of its Debentures without the Issuer's consent subject to applicable law.
Stamp duty payable in case of transfer of Debentures	Stamp Duty on secondary market transfer as applicable under the Bombay Stamp Act. (Presently, no stamp duty is payable on transfer of Debentures in dematerialised form).
Trustee	IDBI Trusteeship Services Ltd.
Issue of Debentures	The Issuer will issue the Debentures in dematerialized form within 3 (three) business days from the Deemed Date of Allotment.

Documentation	Customary documentation for the Issue as required by the Arranger and under other statutory requirements (including under applicable SEBI regulations)
Covenants	<p>All covenants standard for borrowing of this nature shall apply, including the below, and be provided in the Debenture Trust Deed to be entered into with the Trustee.</p> <p>Financial covenants to include, without limitation to be tested semi-annually (31st March and 30th September each year) on a rolling 12 months basis:</p> <ol style="list-style-type: none"> 1. Total Net Debt to EBITDA <ul style="list-style-type: none"> - 30 Sep 2010 – 4.0x - 31 Mar 2011 & 30 Sep 2011 – 4.0x - 31 Mar 2012 & 30 Sep 2012 – 3.0x - 31 Mar 2013 & 30 Sep 2013 – 3.0x - 31 Mar 2014 & 30 Sep 2014 – 3.0x 2. EBITDA to Net Interest Expense <ul style="list-style-type: none"> - Ratio to be maintained at a minimum level of 2.0x throughout the tenor of the Issue 3. Networth <ul style="list-style-type: none"> - Networth at the end of any financial year not to be less than networth at the end of the previous financial year <p><u>Definitions:</u></p> <p><i>Net Debt</i> – Gross Debt less cash and bank deposits free from any lien or encumbrance of any kind</p> <p><i>Gross Debt</i> – All short term debt (including working capital debt) and long term debt and borrowings of any nature including contingents (like corporate guarantee, bill discounting, securitization of receivables, etc.), redeemable shares, acceptances and any other item similar to above</p> <p><i>EBITDA</i> - The net profit of the Company plus amortization, depreciation, Net Interest Expense (excluding capitalized interest), taxes and other items classified as extraordinary or exceptional items</p> <p><i>Net Interest Expense</i> – Interest Expense less Interest Income</p> <p><i>Interest Expense</i> - The aggregate amount of interest (including capitalized interest), and items of a similar nature</p> <p><i>Interest Income</i> – Interest income as reported in the P&L account</p> <p><i>Networth</i> – Aggregate of paid-up capital and reserves, but excluding revaluation reserves, redeemable shares or bonds and after netting off deferred expenditure, goodwill, intangible assets and other similar items</p> <p>In addition, the following covenants will apply:</p>

	<ol style="list-style-type: none"> 1. Issuer will provide negative lien on all assets of the Issuer. 2. Any acquisition of or investment in any other company / business exceeding \$ 50 Mn in each financial year will require majority Debenture holders' approval except for any investment relating to the acquisition of Aircel's tower assets to be undertaken by the Global Group 3. Issuer will not issue any guarantee or provide any loan to any other company (other than its subsidiary company / associate company of Issuer or for the benefit of its subsidiary / associate company of Issuer). 4. Any new debt facility (other than the existing \$ 150Mn ECB facility) availed of by the Issuer should not have any condition which would prevent the Issuer from creation of security over its investments in favour of the Trustee.
Taxes	<p>The Issuer shall make all payments to be made by it to the Debenture holders without any tax deduction, unless a tax deduction is required by law. The Issuer shall promptly upon becoming aware that it has had or will have to make a tax deduction (or that there has been or will be any change in the rate at which or the basis on which any tax deduction has to be made), notify the Debenture Trustee accordingly. Similarly, a Debenture holder shall notify the Debenture Trustee on becoming so aware in respect of a payment payable to that Debenture holder. If the Debenture Trustee receives such a notification from the Debenture holder it shall notify the Company. If a tax deduction is required by law to be made by the Issuer, the amount of the payment in respect of which the tax deduction is required to be made shall be increased to the amount which (after the tax deduction) will leave an amount equal to the payment which would have been due if no tax deduction had been required. If the Issuer is required to make a tax deduction, the Issuer shall make the tax deduction, and any payment required in connection with the tax deduction within the time allowed and in the minimum amount required by law. Within 30 (thirty) days of making a tax deduction or a payment required in connection with any tax deduction, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture holder that the tax deduction or payment has been made.</p>
Approvals and Clearances	<p>The Issuer undertakes to maintain all approvals and clearances for execution, delivery and performance, and enforcement of the transaction documents, including any regulatory approvals.</p>
Debenture Redemption Reserve	<p>The Issuer shall create and maintain the debenture redemption reserve as per the provisions of the Companies Act, 1956 or the guidelines issued by SEBI, as applicable.</p>
Increased Costs	<p>The Issuer shall, within 3 (three) business days of a demand by the Trustee pay the amount of any Increased Costs incurred by the Debenture holders as</p>

	<p>a result of:</p> <ul style="list-style-type: none"> - the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or compliance with any law or regulation made after the date of Issue; or compliance with any law or regulation relating to capital adequacy, whether made before or after the date of this Issue. <p>The terms "law" and "regulation" in this paragraph shall include, without limitation, any law or regulation concerning capital adequacy, prudential limits, liquidity reserve assets or tax.</p> <p>Increased Costs means:</p> <ul style="list-style-type: none"> - a reduction in the rate of return from the Issue or on an Debenture holders overall capital; - an additional or increased cost; or - a reduction of any amount due and payable under any transaction documents, <p>which is incurred or suffered by a Debenture holder or any of its Affiliates to the extent that it is attributable to that Debenture holder having entered into its commitment or funding or performing its obligations under any transaction documents.</p>
Events of Default	<p>The transaction documents shall contain customary events of defaults which include but not limited to events of default committed by the Issuer with respect to:</p> <ol style="list-style-type: none"> 1. any representation, declaration or warranty provided in the transaction documents being false, misleading or otherwise incorrect; 2. failure to observe or comply with any of the terms of the transaction documents or any other document in relation to the transaction; 3. failure to make payment of any amount (whether in respect of the principal amount of the Debentures or interest thereon, or otherwise); 4. Change in control of the Issuer (caused by either the shareholding of the existing promoters in the Issuer going below 30% or a change in the composition of the majority of the Board of Directors of the Issuer); 5. an act of bankruptcy, insolvency, suspension of payment to creditors, or if a petition of bankruptcy or winding up of the Issuer is filed and not withdrawn within 30 days of being admitted; 6. a receiver is appointed over the whole or any part of the property;

	<ol style="list-style-type: none"> 7. ceasing or threat to cease carrying on business; 8. if the liabilities of the Issuer exceed its assets; 9. all or any part of the Issue being not utilised for the Purpose; 10. delisting of the Debentures from BSE and / or NSE at any point of time; 11. failure to comply with applicable regulations (as amended from time to time) pertaining to this transaction, including but not limited to requirements prescribed by Reserve Bank of India, Securities and Exchange Board of India or the stock exchanges; 12. failure to comply with the Covenants; 13. a cross-default (subject to threshold of \$ 10 Mn) having occurred with respect to any other financing obtained by the Issuer; 14. the occurrence of a Material Adverse Effect; 15. the delisting of shares from BSE or NSE of any company in which the Issuer has investment in as on the Deemed Date of Allotment; 16. The Issuer fails to list the Debentures; 17. The rating of the Debentures gets downgraded below investment grade; or the rating of the Debentures is withdrawn for any reason. <p>Any occurrence of default of principal or interest or other amounts will automatically lead to an increase in the pricing of the Issue by 2% p.a. over the Coupon Rate until such Event(s) of Default is / are rectified, without any prejudice to the Debenture holders on the remedies or the Consequences of Events of Default.</p>
Consequences of Events of Default	<p>Upon the occurrence of an Event of Default, the Debenture holders may exercise, <i>inter alia</i>, any one or more of the following rights:</p> <ol style="list-style-type: none"> 1. Cancel any outstanding commitments 2. Accelerate the maturity of the Issue 3. Exercise any other right that the Debenture holders may have under the issue documentation or under Indian law
Break Costs	<p>If the Debentures are redeemed prior to their scheduled Maturity for any reason whatsoever, the Issuer shall be liable to pay break costs to compensate the Debenture holders for the premature redemption on a matched funding basis. The amount of the break costs shall be provided by Debenture holders. However, no break cost will be payable for any redemption on any Coupon Reset Date.</p>

Resolutions required	<ol style="list-style-type: none"> 1. The Issuer should ensure that all the consents and resolutions required to issue Debentures are in place prior to the issue. 2. The Issuer should also ensure that any and all applicable regulations pertaining to this Issue are complied with.
Expenses	All expenses related to the issue including but not limited to costs relating to stamp duty, legal fee, listing fee, credit charges and other expenses will be to the account of the Issuer. Any actual expenses incurred by SCB on account of the Issue shall be reimbursed by the Issuer.
Material Adverse Effect	<p>Any effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a material and adverse effect on:</p> <ol style="list-style-type: none"> (a) the business activities, financial condition and credit standing of the Issuer or its material subsidiaries (defined as any subsidiary which contributes 10% or more of the Issuer's assets and / or revenues in any financial year); or (b) the ability of the Issuer to perform its obligations under the transaction documents; or (c) the validity or enforceability of, or the effectiveness of any of the transaction documents (including the ability of any party to enforce any of its remedies thereunder); <p>In such an event, the Debenture holders shall have the option to renegotiate the terms of the Issue or terminate the Agreement.</p>
Governing Law and Jurisdiction	The Governing law will be the Indian Law and the parties submit to the non-exclusive jurisdiction of the courts in Mumbai.

ANNEXURE II: UNDERTAKING BY THE ISSUER

The Issuer undertakes that:

In the event the Debentures are issued in physical form, the Issuer shall use a common form of transfer and further:

- (a) it will provide a compliance certificate duly certified by the Debenture Trustee to the Debenture holders, (on a yearly basis), in respect of compliance with the terms and conditions of Issue as contained in this Information Memorandum/ Disclosure Document;
- (b) every credit rating obtained shall be periodically reviewed by the Credit Rating Agency and any revision in the rating shall be promptly disclosed by the Issuer to the Stock Exchange. Any change in rating shall be promptly disseminated to Debenture holders and prospective investors in such manner as the Stock Exchange may determine from time to time. All information and reports on the Debentures, including compliance reports filed by the Issuer and the Debenture Trustee, shall be disseminated to the Debenture holders and the general public by placing them on the website of the Issuer and shall through the trust deed, request the Debenture Trustee to place the same on its website; and
- (c) the above Information Memorandum/ Disclosure Document is compliant with all disclosures required to be made for listing of non-convertible Debentures on a private placement basis on a recognized stock exchange, as specified in Schedule I under Point 2 of the Securities and Exchange Board of India (Issuing and Listing of Debt Securities) Regulations, 2008.

Authorized Signatory

GTL Limited

Application No:

Date: [●]

The Compliance Officer
GTL Limited
Global Vision', Electronic Sadan No. II
MIDC, TTC Industrial Area, Mahape,
Navi Mumbai 400710
Maharashtra
India

Dear Sirs,

Having read and understood the contents of the Information Document / Disclosure Document dated February 3, 2010, we apply for allotment of the Debentures to us. The amount payable on application as shown below is remitted herewith. On allotment, please place our name(s) on the Register of Debenture holder(s). We bind ourselves to the terms and conditions as contained in the Information Document / Disclosure Document.

(Please read carefully the instructions on the next page before filling this form)

SERIES	SERIES 1	SERIES 2	SERIES 3	TOTAL
No. of Debentures Applied for (in Figures)				
No. of Debentures Applied for (in Words)				
Amount (Rs) in figures:				
Amount (Rs) in words:				
Cheque/Demand Draft/RTGS Details	Date		Drawn on Bank	

Applicant's Name & Address in full (please use capital letters)

		Pin Code:
Telephone:	Fax:	Email:

Status: Insurance Company () Others () – please specify

NAME OF AUTHORISED SIGNATORY	DESIGNATION	SIGNATURE

Details of Bank Account

Bank Name & Branch	
Nature of Account	
Account No.:	
IFSC/NEFT Code	

Depository Details

DP Name			
DP ID		Client ID	

(*) We understand that in case of allotment of Debentures to us/our Beneficiary Account as mentioned above would be credited to the extent of Debentures allotted.

TAXPAYERS PAN / GIR NO.	IT CIRCLE/WARD/DISTRICT		() NOT ALLOTTED	
Tax Deduction Status	() Fully Exempt	() Tax to be deducted at Source	() Yes	() No

(Tear here)

ACKNOWLEDGEMENT SLIP

Application No: _____ Date: _____
Received From _____
Rs. _____/- By cheque /Demand Draft / RTGS No _____
drawn on _____ towards application for _____
Debentures. (Cheques /Demand Drafts are subject to realization)

For all further correspondence please contact: The Compliance Officer, GTL Limited, Tel: :+91 22 2761 6200

INSTRUCTIONS

1. You must complete application in full in BLOCK LETTERS IN ENGLISH.
2. Your Signatures should be made in English or in any of the Indian languages
3. Application forms duly completed in all respects, together with Cheques/Pay Order/Demand Draft, must be lodged at the GTL Limited's Registered office.
4. In case of payments through RTGS, the payments may be made as follows:

FOR FUNDS ARRANGED THROUGH STANDARD CHARTERED BANK	
Beneficiary	GTL Limited
Bank Name	Standard Chartered Bank
Account No.	22205261236
IFSC Code	SCBL0036001

5. The Cheque(s)/Demand Draft(s) should be drawn in favour of "**GTL Limited**" and crossed "A/c payee" only. Cheque(s)/Demand draft(s) may be drawn on any scheduled bank and payable at Mumbai.
6. Outstation cheques, cash, money orders, postal orders and stock invest will NOT be accepted.
7. As a matter of precaution against possible fraudulent encashments of interest warrants due to loss/misplacement, you are requested to mention the full particulars of the bank account, as specified in the application form.
8. Interest warrants will then be made out in favour of the bank for credit to your account. In case the full particulars are not given, cheques will be issued in the name of the applicant at their own risk.
9. GTL Limited in the "Acknowledgement Slip" appearing below the Application Form will acknowledge receipt of applications. No separate receipt will be issued.
10. You should mention your Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided.
11. The application would be accepted as per the terms of the Issue outlined in the Information Document/ Disclosure Document.

ANNEXURE IV: RATING LETTER & RATIONALE

(Balance page intentionally left blank)



**CREDIT ANALYSIS &
RESEARCH LTD.**

4TH Floor, Godrej Coliseum,
Somaiya Hospital Road,
Off Eastern Express Highway,
Sion (East), Mumbai - 400 022, INDIA.
☎ : 67543456 Fax : (022) 67543457
E-mail : care@careratings.com
www.careratings.com

Shri Nitin Mandavkar,
Senior Vice President - Treasury,
GTL Limited,
303/304 3rd floor,
Peninsula Tower 1,
Ganpatrao Kadam Marg,
Lower Parel (West),
Mumbai – 400 013.

January 29, 2010

Confidential

Dear Sir,

**Credit Rating of proposed unsecured, redeemable, non convertible debenture issue
aggregating Rs.1,400 crore**

Please refer to your request for rating of proposed unsecured, redeemable, non-convertible debenture (NCD) issue aggregating Rs.1,400 crore of GTL Ltd. (GTL). The proposed NCDs would have tenure of five years with repayment in three tranches, Rs.470 crore each at the end of 3rd and 4th year respectively and Rs.460 crore at the end of 5th year.

2. Our Rating Committee has assigned a 'CARE A' [Single A] rating to the proposed NCD issue. Instruments with this rating are considered to offer adequate safety for timely servicing of debt obligations. Such instruments carry low credit risk. Our rating symbols for various medium and long term instruments (including NCDs) are annexed. The rationale for the rating will be communicated to you separately.
3. Please send us a written confirmation regarding your acceptance of the rating assigned and use thereof, as early as possible, but in any case within two weeks from the date of this letter. Unless accepted, the rating cannot be used in any manner whatsoever.
4. Please arrange to get the rating revalidated, in case the proposed issue is not made within a period of **six months** from the date of this letter.
5. In case there is any change in the size or terms of the proposed issue, please get the rating revalidated.
6. Please inform us the details of issue [date of issue, name of investor, amount issued, interest-rate, date of payment of interest, date and amount of repayment etc.] as soon as the NCDs have been placed.

S.S.



**CREDIT ANALYSIS &
RESEARCH LTD.**

4TH Floor, Godrej Coliseum,
Somaiya Hospital Road,
Off Eastern Express Highway,
Slon (East), Mumbai - 400 022, INDIA.
☎ : 67543456 Fax : (022) 67543457
E-mail : care@careratings.com
www.careratings.com

Shri Nitin Mandavkar,
Senior Vice President - Treasury,
GTL Limited,
303/304 3rd floor,
Peninsula Tower 1,
Ganpatrao Kadam Marg,
Lower Parel (West),
Mumbai – 400 013.

January 29, 2010

Confidential

Dear Sir,

**Credit Rating of proposed unsecured, redeemable, non convertible debenture issue
aggregating Rs.1,400 crore**

Please refer to your request for rating of proposed unsecured, redeemable, non-convertible debenture (NCD) issue aggregating Rs.1,400 crore of GTL Ltd. (GTL). The proposed NCDs would have tenure of five years with repayment in three tranches, Rs.470 crore each at the end of 3rd and 4th year respectively and Rs.460 crore at the end of 5th year.

2. Our Rating Committee has assigned a 'CARE A' [Single A] rating to the proposed NCD issue. Instruments with this rating are considered to offer adequate safety for timely servicing of debt obligations. Such instruments carry low credit risk. Our rating symbols for various medium and long term instruments (including NCDs) are annexed. The rationale for the rating will be communicated to you separately.
3. Please send us a written confirmation regarding your acceptance of the rating assigned and use thereof, as early as possible, but in any case within two weeks from the date of this letter. Unless accepted, the rating cannot be used in any manner whatsoever.
4. Please arrange to get the rating revalidated, in case the proposed issue is not made within a period of **six months** from the date of this letter.
5. In case there is any change in the size or terms of the proposed issue, please get the rating revalidated.
6. Please inform us the details of issue [date of issue, name of investor, amount issued, interest-rate, date of payment of interest, date and amount of repayment etc.] as soon as the NCDs have been placed.

SS.