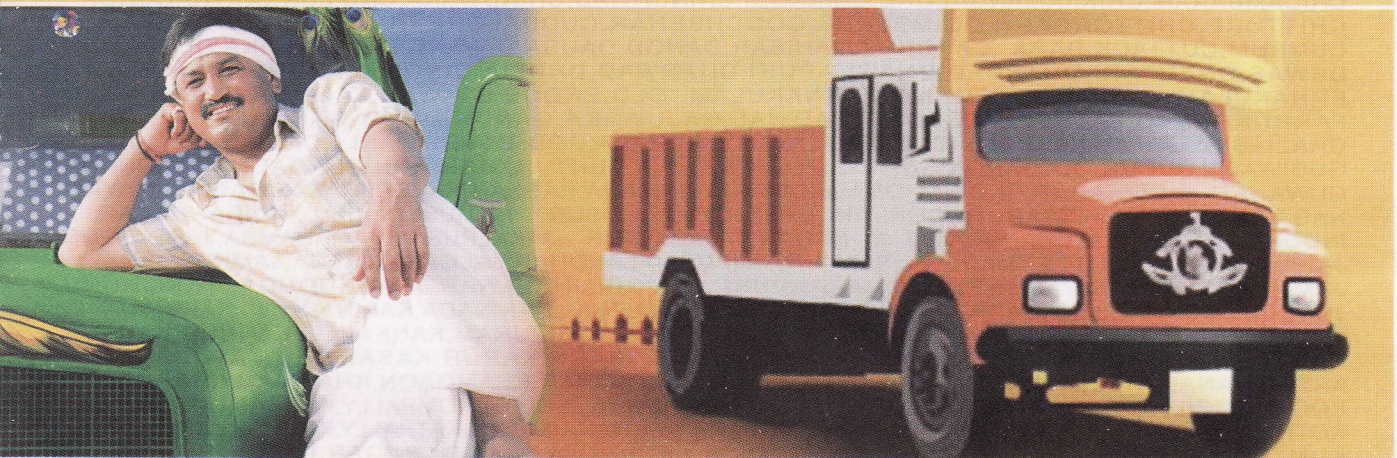




# Shriram Transport Finance Company Limited

Regd Office: 3rd floor, Mookambika Complex, No. 4, Lady Desika Road, Mylapore, Chennai – 600004.

## Straight Bond



**Private Placement of Bonds in the nature of Secured Redeemable Non - Convertible Debentures (NCDs)**

**Payable only on Maturity Date**

| Period    | Non - Cumulative Rate of Interest (%) |           | Cumulative      |            |
|-----------|---------------------------------------|-----------|-----------------|------------|
|           | Monthly                               | Quarterly | Effective Yield | Rs.1000    |
| 12 months | 8.88%                                 | 8.95%     | 9.25%           | Rs. 1093/- |
| 24 months | 9.34%                                 | 9.41%     | 10.23%          | Rs. 1205/- |
| 36 months | 10.25%                                | 10.34%    | 11.94%          | Rs. 1358/- |
| 48 months | 10.25%                                | 10.34%    | 12.60%          | RS. 1504/- |
| 60 months | 10.25%                                | 10.34%    | 13.32%          | Rs. 1666/- |

0.25 Percent Additional for Senior Citizens

Interest rates are subject to change and the rate applicable will be the prevalent rate on the date of investments

# STRAIGHT BOND



## Shriram Transport Finance Company Limited

Regd Office: 3rd floor, Mookambika Complex, No. 4, Lady Desika Road, Mylapore, Chennai - 600004.

Branch: \_\_\_\_\_  
 TR No. \_\_\_\_\_  
 TR Dt. \_\_\_\_\_  
 Broker Name: **SHAIWAL AGARWAL**  
 Broker Code: **165162**  
 Broker Channel - \_\_\_\_\_

"Dear Sirs, Having read and understood the terms and conditions of Private Placement mentioned herein, I/We, the undersigned, hereby, apply for allotment of Debenture(s) to me/us issued by your company. The amount payable on application, as shown below, is remitted herewith. On allotment please place my / our name(s) on the Register of Debenture holder(s). I/We bind myself / ourselves to the terms and conditions as contained in this issue."

**PRIVATE PLACEMENT OF SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES (NCDS) OF THE FACE VALUE OF RS.1000/- EACH.**  
 Applications must be made for a minimum of one debenture for Cumulative & ten debentures for Non-cumulative scheme and in multiples of one thereof.  
 Please read the instructions on the reverse of the Application form carefully before filling up this form.

Cheque/DD No. \_\_\_\_\_ Dated \_\_\_\_/\_\_\_\_/\_\_\_\_ Drawn on \_\_\_\_\_ of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_) IF CONVERSION Old Cert. No. \_\_\_\_\_ Maturity Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Maturity Amount: Rs. \_\_\_\_\_ Conversion Amount: Rs. \_\_\_\_\_ Balance Amount (to be refunded): Rs. \_\_\_\_\_

**Please fill the information in BLOCK letters and Tick in appropriate places**

Name: Mr./ Ms. \_\_\_\_\_  
 Mother's Maiden Name \_\_\_\_\_  
 DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ Guardian's Name\* \_\_\_\_\_  
 (\* To be furnished in case first applicant is a Minor)  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_

**Existing Folio Number :**

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

**Contact Details**

Mobile No : \_\_\_\_\_

Email ID : \_\_\_\_\_

**Category of the First Applicant :**

Member of public / Share holder / Director / Relative of director

**Status of the First Applicant :**

HUF / Individual / Trust / Firms / Corporate / Senior Citizen / Minor

**Joint Holders:**

- 1) Mr. / Ms. \_\_\_\_\_  
 2) Mr. / Ms. \_\_\_\_\_

**Income-tax Permanent Account Number (PAN) :**

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

Tax to be deducted:  Yes  No

15 H (for senior citizens) / 15 G  Yes  No

|  |   |   |                                    |                                      |
|--|---|---|------------------------------------|--------------------------------------|
| <b>SCHEME</b>  | <b>TENURE (Months)</b>  | <b>INTEREST FREQUENCY (Only for Non-cumulative)</b> |                                    |                                      |
| <input type="checkbox"/> Straight Bond Cumulative<br><input type="checkbox"/> Straight Bond Non-Cumulative | <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 | <input type="checkbox"/> Monthly                    | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Half Yearly |
|  |   | <input type="checkbox"/> Annual                     |                                    |                                      |

**Repayment to be made to:** Sole / First Applicant  Anyone or Survivor/s  Former or Survivor

**Mode of Interest Payment :** Warrant  NECS / NEFT  DD

**Details of Bank Account (Sole/First Named Depositor)**

Savings  Current

Account Number \_\_\_\_\_ 9 Digit MICR Code \_\_\_\_\_  
 (as appearing on MICR cheque issued by bank)

Bank \_\_\_\_\_ IFSC Code: \_\_\_\_\_  
 Branch \_\_\_\_\_

(Bank details if given will be incorporated in the interest/refund warrant as a safety against fraudulent encashment.)

**Nomination (Optional)**

Where the investment is in the name of a minor, the nomination should be signed by person lawfully entitled to act on behalf of the minor. I/We hereby nominate the following person to receive the amount payable to me/us, on my/our death.

Nominee's Name \_\_\_\_\_ DOB\* \_\_\_\_\_ Guardian's Name\* \_\_\_\_\_  
 (\*To be Furnished in case the Nominee is a Minor)  
 Address of the Nominee/Guardian \_\_\_\_\_

Signature of Applicant (s) for nomination \_\_\_\_\_

Signature of Nominee (Optional)  
 Witnesses Signature Name & Address

Sole / First Applicant    Second Applicant    Third Applicant

1  
2

**DECLARATION :** I/WE have read the terms and conditions of the company and accept that they are binding on me/US. We declare that the first named investor is the beneficial owner of this joint debenture and is to be treated as payee for the purpose of Income tax act 1961.

**VERIFICATION :** I / We have gone through the financials and other statements / particulars / representation furnished / made by the company and after careful consideration, I / We am / are making the deposit with the company at my / our own risk and volition.

Specimen Signatures: Individuals \_\_\_\_\_ Other Than Individuals \_\_\_\_\_

|                        |  |      |             |      |
|------------------------|--|------|-------------|------|
| Sole / First Applicant |  | Name | Designation | Sign |
| Second Applicant       |  |      |             |      |
| Third Applicant        |  |      |             |      |

To comply with "Know your customer" guidelines for NBFC's prescribed by The Reserve Bank of India, new depositors should provide a copy of any one of the following documents (which contains the photograph of the concerned first depositor) for identification and proof of residential address (1) Passport (2) PAN with address proof (3) Voters Identity Card (4) Driving Licence. In case the address mentioned in above documents differs from the present address a copy of any one of the following documents should be furnished for proof of residential address. (1) Telephone Bill (2) Bank A/C Statement (3) Letter from any recognized public authority (4) Electricity Bill (5) Letter from employer (6) Ration Card. \* The above requirement will also be applicable for any existing first named depositor who has still not complied with the above requirement. In the absence of the above, the company will not be able to process the application for deposit/renewal.

**Investors are strongly advised to have their accounts in joint names or use nomination**  
**Interest Rates are Subject to Change and the Rate Applicable will be the Rate prevalent on the Date of Investment.**

# FINANCIAL HIGHLIGHTS OF THE COMPANY

(Rs. In Lakhs)

| PARTICULARS                      | 31-3-2010    | 31-3-2009    | 31-3-2008    |
|----------------------------------|--------------|--------------|--------------|
| Share Capital                    | 22,554.18    | 20,353.56    | 20,315.94    |
| Net worth                        | 380,529.83   | 231,663.60   | 181,635.90   |
| Secured Loans                    | 1,517,248.07 | 1,677,459.31 | 1,155,390.08 |
| Unsecured Loans                  | 328,742.59   | 334,671.85   | 323,245.00   |
| Total Assets                     | 2,697,643.41 | 2,498,973.23 | 1,826,838.50 |
| PBDIT                            | 358,633.89   | 293,871.78   | 193,950.91   |
| Interest                         | 224,678.93   | 197,767.21   | 129,661.64   |
| Depreciation and Impairment Loss | 1495.84      | 4,041.46     | 3,705.97     |
| PBT                              | 132,459.12   | 92,063.11    | 60,583.30    |
| PAT                              | 87,311.74    | 61,240.21    | 38,982.65    |
| Dividend (%)                     | 60%          | 50%          | 50%          |
| EPS (Rs.) – Basic                | 41.09        | 30.11        | 20.26        |
| - Diluted                        | 40.92        | 28.64        | 19.71        |
| Book Value (Rs.)                 | 168.74       | 113.82       | 89.41        |

## INSTRUCTIONS

- This offer is not open to anyone other than to whom the offer is specifically made on a private placement basis. This offer is not for circulation to the public and cannot be renounced or transferred in any manner whatsoever.
- Applications must be made in block letters and in English (except signatures). Signatures must be in English or in any language specified in the Eighth Schedule of the Constitution of India. Signatures in any other language and thumb impressions must be attested by a Magistrate or by a Special Executive Magistrate or a Notary Public under his/her official seal.
- Application must be made for a minimum of one debenture under Cumulative and ten (10) debentures under Non-Cumulative scheme and in multiples of one thereof.
- The Application(s) for debenture(s) should be in the Company's prescribed application form and must be duly completed & executed and shall be accompanied with cheque/demand draft for the amount payable and delivered at the office of the Company as per the addresses given in the application form.
- The cheque/draft accompanying the application form should be made in favour of 'Shriram Transport Finance Company Limited' and should be crossed 'A/C Payee' and 'Not Negotiable' and should have the application number written on the reverse of the Cheque or Draft and it may be drawn on any Bank including a Co-op Bank. Outstanding cheques will not be accepted. A separate cheque must be accompanied with each application form. In case of dishonour of cheque/draft, the Company is not liable to send any intimation to the applicant(s).
- Receipt of application form will be acknowledged at the office of the Company where the application is submitted.
- Application(s) for debenture(s) can be made in joint names of maximum of three persons under Former or Survivor's (F/S) or Anyone or Survivor's (A/S). All Communications will be addressed to the first applicant.

## TERMS & CONDITIONS

- The Secured, Redeemable Non Convertible debentures are being issued subject to the applicable provisions of the Memorandum and Articles of Association of the Company, the Companies Act, 1956 and the terms and conditions of the Private Placement, the accompanying application form and the Debenture Trust Deed executed between the Company and the Debenture Trustee. The Company after notifying the Trustee will be entitled to raise loans and avail financial assistance in whatever form, having such ranking in priority, pari passu or otherwise, on such terms and on such conditions as the Company may think appropriate, without obtaining the consent or intimation to the debenture holder(s) in this connection, but without affecting the adequacy of the security offered for the issue.
- The interest on application money will be paid at the contracted rate (subject to deduction of tax at source, at the rates prevailing from time to time, under the Income Tax Act, 1961) from the date of receipt of the application till the date of allotment of debenture(s). No interest will be paid for applications which have been rejected for reasons other than non allotment of debentures.
  - The tenure of the debentures will be 12, 24, 36, 48 and 60 months from the date of allotment. The debenture certificate will be issued within the time frame applicable under the Companies Act, 1956.
  - Appropriate security will be created for the debentures issued. The consent of the shareholders of the Company for mortgaging/charging the assets of the Company has been obtained under Section 293(1) (a) of the Companies Act, 1956 at the Annual General Meeting held on 24th July 2009. The borrowings are within the overall limits approved pursuant to the resolution passed under section 293 (1) (d) of the Companies Act, 1956, at the Annual General Meeting held on 24th July, 2009.
  - Interest on Non Cumulative NCDs will be made through National Electronic Clearing Services (NECS) in respect of places where such facility has been offered by the Company or through Pay at Par Interest Warrants and for Cumulative scheme, redemption value will be paid on redemption date.
  - Maturity/Redemption amount will be paid on maturity/redemption date by Cheque/Draft to the beneficial owner(s). The payment shall be released only after the debenture(s) have been discharged by the Debenture holder(s) at the place provided for in the Certificate. The Company's liability towards the Beneficial Owner(s) for any payment or otherwise shall stand extinguished on the date of redemption/maturity, in all events and upon the Company dispatching the redemption amounts to the Beneficial Owner(s). Further, the Company shall not be liable to pay any interest, income or compensation of any kind from the Maturity Date or the date of redemption of the Debenture(s).
  - Interest on debenture is liable to income tax and tax will be deducted at source on such interest as per Section 193 of Income Tax Act, 1961 except in cases where necessary statements/declarations on the relevant forms are furnished to the Company at the beginning of each financial year.
  - The Company reserves the right to redeem all the debentures at par before maturity after a period of one year by giving a notice of one month.
  - In the event of loss of the debenture certificate/interest warrant the Company may at its discretion issue a duplicate debenture certificate/interest warrant subject to compliance by the debenture holder with such terms & conditions including indemnity as the Company may stipulate.
  - In the event of the demise of a Registered Debenture holder, the Company will recognize the executor or administrator of the deceased Debenture holder or the holder of succession certificate or other legal representative of the deceased Debenture holder as having title to the debenture. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate unless 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 Company. The Company may at 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 debenture(s) standing in the name of the demise deceased debenture holder on production of sufficient documentary proof or indemnity. In case the debenture(s) are held by a person other than an individual, the rights in the debenture(s) shall vest with the successor acquiring interest therein, including a liquidator or such other person appointed as per the applicable laws.
  - The debenture certificates are to be surrendered duly discharged for redemption at least 30 days before the due date of redemption. The payment of the redemption amount of the debenture(s) will be made by the Company to the first debenture holder.
  - All notices to the debenture holder(s) required to be given by the company shall be deemed to have been given, if published in one English and one regional language daily newspaper where the Registered Office of the Company is situated. All notices to the Company by the debenture holder(s) must be sent by registered post or by hand delivery to the Company at its office at: 3rd floor, Mookambika Complex, No. 4, Lady Desika Road, Mylapore, Chennai – 600004. Ph: 2499 0356 or to such person(s) at such address as may be notified by the Company from time to time.
  - The Company has appointed IDBI Trusteeship Services Ltd, as the Trustee for the debenture holders. The company shall create a security in favour of the Debenture Trustee for the benefit of debenture holder(s). The debenture holder(s), by signing the application form and without any further act or deed, shall be deemed to have given their consent for the appointment and any change of Trustee for the debenture holder(s) and to do all acts for the vesting of security in favour of the Trustee. All rights and remedies of the debenture holder(s) shall be exercised by the Trustee without having it referred to the debenture holder(s). The Trust deed and/or its modification are available for inspection of debenture holder(s) at Company's Registered Office.
  - Debenture(s) shall be secured by a charge (which may where appropriate be in the form of a floating charge) in favour of Trustees over such of the immovable/movable property(ies) as the case may be belonging to the Company or which are given as security to the Company in respect of its loans, advances given by the Company and its investment(s), as decided by the Board of Directors (which would include a duly constituted committee thereof) in consultation with the Trustees and such assets may include exclusive assets given out on lease or hire purchase, financial or other investments, marketable or other securities including shares, rights relating to booking of motor vehicles, book debts, present and/or future rentals and receivables relating to loans and advances and other movable assets to be acquired/created by the Company. The company shall be at liberty to create in future mortgages and/or charges on a pari passu or ranking with such priorities on such terms and conditions as may be determined on all or any of the assets mortgaged and charged to the trustees with the prior written approval of the Trustee but without the consent of the debenture holder(s). The Company shall in consultation with the Trustee but without being required to obtain the consent or concurrence of the debenture holder(s) be entitled to sell or lease or dispose of in any manner any

To,

Sri / Smt.

Address

of its assets or properties charged to the Trustee.

- The Company reserves the right to alter or amend, from time to time, without notice and without assigning any reason, any of the terms and conditions mentioned in the application form.
- The Debentures are not public deposits and as such are not regulated by RBI.
- Brokerage will be paid as per the applicable laws and regulation in force. Such Brokerage will be recovered proportionately at the time of foreclosure as such
- KYC COMPLIANCE: To comply with "Know Your Customer" guidelines for NBFC's prescribed by the Reserve Bank of India, all new applicants should provide a copy of any one of the following documents (which contains the photograph of the concerned first applicant) for identification and proof of residential address. (1) Passport (2) PAN Card with address proof (3) Voters Identity Card (4) Driving Licence. In case the address mentioned in above documents differs from the present address a copy of any one of the following documents should be furnished for proof of residential address. (1) Telephone Bill (2) Bank A/C Statement (3) Letter from any recognized public authority (4) Electricity Bill (5) Letter from employer (6) Ration Card. The above requirements will also be applicable for any existing first named applicant who has still not complied with the above requirements. In the absence of the above, the Company will not be able to process the application for debenture(s)/renewal.
- Any matured debenture and interest accrued thereof which remains unclaimed and unpaid for a period of seven years from the date it becomes due for payment will be transferred to "The Investor Education and Protection Fund" established by the Central Government under section 205C(1) and (2) of the Companies Act, 1956.
- Cumulative investments are accepted for periods at the rate of interest mentioned overleaf. Interest compounded at the respective rates will be credited to the applicant's account on 31st March every year or the date of maturity whichever is earlier. However the accumulated interest is payable only on maturity and the interest will be compounded after deducting tax amount, if applicable.
- The applicant(s) who is/are may, at any time, nominate a person(s) who is/are an individual to whom his/his/their investment in the Company shall vest in the event of his or all the joint holder's death. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such other investment in the Company where a nomination is made in the prescribed manner purport to confer on any person the right to vest in the investment, the nominee shall, on the death of the applicant(s) become entitled to all the rights in the investment in the Company to the exclusion of all other persons unless the nomination is varied or cancelled in the prescribed manner.
- Non-individuals including society, trust, body corporate, partnership firm, Karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If debentures are held jointly, all joint holders will sign the nomination form in the space provided. If there are more joint holders' more sheet can be added for signatures of holders of debenture & witness. In case minor is nominated as a beneficiary the address of the guardian shall be given. The nominee shall not be a trust, society, body corporate, and partnership firm, Karta of Hindu Undivided Family or a power of attorney holder. Nomination stand rescind upon repayment / renewal of investments made in debenture.
- The Company reserves the right to accept or reject any application in whole or in part and in either case without assigning any reason thereof. Any application for investment which is not in complete in all respects may be rejected. In the event debenture(s) applied is/are not allotted in full/part, the excess application money, without interest, in respect of any application will be refunded. The full amount of debenture(s) has to be paid along with the application form.
- The debentures are governed by and will be construed in accordance with the Indian Law. The Company's obligations under the Non-convertible debentures shall, at all times, be subject to the directions of Department of Company Affairs, RBI, SEBI, and Stock Exchanges and other applicable regulations from time to time. The Debenture holders, by applying for the Non-convertible debenture(s), agree that the High Court of Judicature at Chennai shall have exclusive jurisdiction with respect to matters relating to the Non-convertible debenture(s).
- For further details, please visit our website 'www.stfc.in'.

## Names, Addresses and Occupation of the Directors:

| S.No | NAME                                | ADDRESS   | OCCUPATION   |
|------|-------------------------------------|---|--|
| 1    | MR ARUN DUGGAL                      | A-4, 3rd Floor, West End, New Delhi - 110 021   | Chairman   |
| 2    | MR R SRIDHAR                        | Bungalow No. 33, Atur Park, VN Purav Marg, Chembur, Mumbai - 400071   | Managing Director  |
| 3    | MR M S VERMA                        | A-55 Belvedere Park, DLF City Phase -III Gurgaon- 122 002 Haryana   | Director   |
| 4    | MR S M BAFNA                        | 22, Gobind Mahal, 86-B Marine Drive Mumbai 400 120  | Director   |
| 5    | MR M.M CHITALE                      | Building No. 4, Block No. 43, Vishnu Parsad Society, Next to Parle Biscuit Factory, Vile Parle (East), Mumbai - 400 057 | Director   |
| 6    | MR ADIT JAIN                        | Kachnar House, F-63, Radhe Mohan Drive, Gadaipur Bandh Road, Chattarpur, Mehrauli, New Delhi- 110030                    | Director   |
| 7    | MR S LAKSHMINARAYANAN               | 33, Paschimi Marg, First Floor Vasant Vihar, New Delhi 110 057  | Director   |
| 8    | MR PUNEET BHATIA                    | LGG 123, Laburnum Complex, Sushant Lok-1 Gurgaon 122 002  | Director (Nominee of Newbridge India Investments II Limited) |
| 9    | MR RANVIR DEWAN                     | 41, Ewe Boon Road, # 11-41 Crystal Tower, Singapore 259335  | Director (Nominee of Newbridge India Investments II Limited) |
| 10   | MR S VENKATKRISHNAN IA & A.S (RETD) | 34, Oliver Road , Mylapore, Chennai - 600 004, Tamilnadu  | Director   |