

Series: 5

DOCUMENT CONTAINING DISCLOSURES AS PER SCHEDULE 1 OF SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time including the amendments contained in the SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 and Private Placement Offer Letter Pursuant to Section 42 and Section 71 of the Companies Act, 2013 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014 and Rule 18 of the Companies (Share Capital And Debentures) Rules, 2014 and Housing Finance Companies Issuance of Non-Convertible Debentures on private placement basis (NHB) Directions, 2014 issued by National Housing Bank vide notification number NHB (ND)/ DRS/ REG/ MC-02/ 2016 dated July 1, 2016 and other extant regulations as amended.



FULLERTON INDIA HOME FINANCE COMPANY LIMITED
Corporate Identity Number: U65922TN2010PLC076972

The Company was incorporated on 12th August 2010 obtained Certificate of Registration from the National Housing Bank on 14th July 2015 and started its operations from December 2015.

Registered Office: Megh Towers, Third Floor, Old No-307, New No-165, Poonamallee High Road, Maduravoyal, Chennai – 600 095, Tamil Nadu

Corporate Office: Supreme Business Park, Floors 5 & 6, B Wing, Supreme IT Park, Supreme City, Powai, Mumbai - 400 076, Maharashtra

Website: www.grihashakti.com

Contact person: Mr. Pankaj Malik

Email: Pankaj.malik@fullertonindia.com

DISCLOSURE DOCUMENT FOR PRIVATE PLACEMENT OF 500 (FIVE HUNDRED) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

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.

CREDIT RATING

The Debentures are rated 'CARE AA+' (pronounced as CARE double A plus) by CARE Limited vide letter dated 14th November 2017



REGISTRAR TO THE ISSUE	DEBENTURE TRUSTEE
 Link Intime India Pvt. Limited C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West), Mumbai – 400 078	 'CATALYST TRUSTEESHIP LIMITED' (Formerly GDA TRUSTEESHIP LIMITED) GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038

LISTING:

The aforesaid Debentures of the Company are proposed to be listed on the wholesale debt market segment of the National Stock Exchange Ltd. ("NSE"). (Listing will be done within 15 days from the date of allotment. In case of delay in application for listing of the debt securities beyond 15 days, the Company will pay penal interest of at least 1% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such debt securities.) The issuer has obtained an 'in-principle' approval from the NSE for the listing vide its letter dated 14th November 2017

ISSUE:

Issue Opens on: 20th November 2017

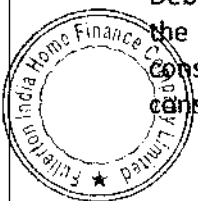
Issue Closing on: 20th November 2017

Deemed Date of Allotment: 20th November 2017

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

DISCLAIMER

This Disclosure Document is neither a Prospectus nor a Statement in lieu of a Prospectus. The issue of Debentures is being made strictly on a private placement basis. This Disclosure Document is not intended to be circulated to public. 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 Disclosure Document should not be construed to be a prospectus or a statement in lieu of prospectus under the Companies Act, 2013. This Disclosure Document has been prepared in conformity with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time and NHB Directions with respect to issuance of Debentures. This 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 Disclosure Document does not purport to contain all the information that any potential investor may require. Neither this 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 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 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 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 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 Company 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 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 Disclosure Document has been sent by or on behalf of the Issuer. Any application by any person to whom the application form 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 Disclosure Document shall maintain utmost confidentiality regarding the contents of this Disclosure Document 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.

DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the NSE in terms of the SEBI (Issuance and Listing of Debt Securities) Regulations, 2008. It is to be distinctly understood that submission of this Information Memorandum to the NSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared or approved by the NSE; nor does the NSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the NSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the NSE; nor does the NSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI (Issuance and Listing of Debt Securities) Regulation, 2008, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review/ approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issue thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.



DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is proposed to be made in India to investors as specified in this Information Memorandum, who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

DISCLAIMER CLAUSE OF THE NHB

The Company is having a valid Certificate of Registration dated 14th July 2015 issued by the National Housing Bank (NHB) under Section 29A of the National Housing Bank Act, 1987. However, the NHB does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinion expressed by the Company and for repayment of deposits/ discharge of liabilities by the Company.

DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose facilities/ instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of facilities/ instruments.

Each person receiving this Disclosure Document acknowledges that:

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 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 in this Disclosure Document to reflect subsequent events after the date of the 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 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 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 Disclosure Document in any jurisdiction where such action is required. The distribution of this Disclosure Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this comes are required to inform them about and to observe any such restrictions. The Disclosure Document is made available to investors in the Issue on the strict understanding that the contents hereof are strictly confidential.



DEFINITIONS AND ABBREVIATIONS

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

Term	Description
"Fullerton India Home Finance Company Limited" or the "Company" or the "Issuer"	Fullerton India Home Finance Company Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Megh Towers, Third Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai – 600 095, Tamil Nadu
Articles of Association	Articles of Association of the Company, as amended from time to time
Board of Directors/ Board	The Board of Directors of the Company or a committee constituted thereof
Memorandum of Association	The Memorandum of Association of the Company, as amended from time to time

Issue Related Terms

Term	Description
Affiliate (s)	Affiliate (s) shall mean with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under direct, indirect or common Control with, such person. For the purposes of this definition of "Affiliate", "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by any person by virtue of the latter person controlling the composition of the board of directors or managers or owning or controlling percentage of the voting securities or interests of such person or otherwise
AGM	Annual General Meeting
Application Form	The form in which an investor can apply for subscription to the Debentures
Business Day	means a day (other than a non-working Saturday or Sunday) on which banks are open for business generally in Mumbai, India and in relation to any payment in any other city, such city
Beneficial Owner(s)/ Debenture Holder(s)	Shall mean initially the subscribers to the Debentures and for the time being the holders of the Debentures and for the subsequent Debenture Holder(s), each who fulfills the following requirements: (i) Persons who are registered as such as beneficial owner(s) of the Debentures; and (ii) Persons who are registered as holder(s) of the Debentures in the register of Debenture Holder(s); (and shall include the registered transferees of the Debentures from time to time with the Issuer and the Depository) and in the event of any inconsistency between Sub-clauses (i) and (ii) above, Sub-clause (i) shall prevail.
The Act	Companies Act, 1956 as amended and to the extent not repealed and Companies Act, 2013 as amended from time to time.



Term	Description
CDSL	Central Depository Services (India) Limited
Debentures	500 (FIVE HUNDRED) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.
Debenture Trust Deed	Debenture Trust Deed to be entered between the Company and the Debenture Trustee
Depository(ies)	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996, as amended from time to time, in this case being NSDL and CDSL
Depositories Act	The Depositories Act, 1996, as amended from time to time
DP-ID	Depository Participant Identification Number
EGM	Extra Ordinary General Meeting
FPI	Foreign Portfolio Investors as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as registered with SEBI
LODR	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
HFC	Housing Finance Company
NHB	National Housing Bank
NHB Regulations	Housing Finance Companies issuance of Non-convertible Debentures on private placement basis (NHB) Directions, 2014 issued by the NHB vide Master Circular no. NHB (ND)/ DRS/ REG/ MC-02/ 2016 dated July 1, 2016
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
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 Foreign Exchange Management Act, 1999
Disclosure Document	This Disclosure Document/ Private Placement Offer Letter through which the Debentures are offered on private placement basis
PAN	Permanent Account Number
RBI	Reserve Bank of India
Register of Debenture Holders	The register maintained by the Company containing the name of Debenture holders entitled to receive coupon/ redemption amount in respect of the Debentures on the Record Date, which shall be maintained at the Corporate Office
SCRA	Securities Contracts (Regulations) Act, 1956
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act
SEBI Act	The Securities and Exchange Board of India Act, 1992, as amended from time to time



Term	Description
SEBI Debt Listing Regulations	SEBI (Issue and Listing of Debt Securities) Regulations 2008, and amendments contained in the SEBI (Issue and Listing of Debt Securities) Amendment Regulations, 2012, as amended from time to time

Debenture Issue

500 (FIVE HUNDRED) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

General Risk

For taking an investment decision, investors must rely on their own examination of the Issue of the Debentures as per the information provided in this Disclosure Document / Offer Letter hereinafter referred as ("**Disclosure Document**") as required under SEBI (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time ("**SEBI Debt Listing Regulations**") and regulations provided by NHB vide Master Circular no. NHB (ND)/ DRS/ REG/ MC-02/ 2017 dated July 1, 2016 for issuance of Debenture as amended from time to time.

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 analyse such investment and the suitability of such investment to such investor's particular circumstances. It is the responsibility of potential investors to also ensure that they will sell these Debentures in strict accordance with this Disclosure Document and other applicable laws.

The security proposed to be created for the securing the Debentures will be created and perfected within the agreed time, including by procuring no-objection certificates/ Pari-passu letters from other charge holder(s).

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that, that the information contained in this 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. The Issuer further confirms that it is in full compliance and shall comply with all applicable laws and regulations in relation to the proposed issue of the Debentures.



CREDIT RATING

As on the date of this Disclosure Document and the Date of Allotment:

The Debentures are rated 'CARE AA+' (pronounced as CARE double A plus) by CARE Limited vide their letter dated 14th November 2017

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

This Disclosure Document for issue of Debentures on a private placement basis pursuant to SEBI Debt Listing Regulations or such listing agreement entered into pursuant to SEBI LODR as amended from time to time is intended for private use and circulation and should not be construed to be a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures issued or to be issued by the Issuer under any law for the time being in force.



DISCLOSURE DOCUMENT FOR ISSUE OF DEBENTURES ON A PRIVATE PLACEMENT BASIS PURSUANT TO SEBI (ISSUE AND LISTING OF DEBT SECURITIES) REGULATIONS, 2008 AS AMENDED FROM TIME TO TIME INCLUDING THE AMENDMENTS CONTAINED IN THE SEBI (ISSUE AND LISTING OF DEBT SECURITIES) (AMENDMENT) REGULATIONS, 2012 AS AMENDED FROM TIME TO TIME.

ISSUER INFORMATION

Name and Address of the Registered Office of the Issuer:

Fullerton India Home Finance Company Limited. (Hereinafter referred to as "the Issuer" or "the Company" or "FIHFCL")

Registered Office:

Megh Towers, Third Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai – 600 095, Tamil Nadu

Corporate Office:

Supreme Business Park, Floors 5 & 6, B Wing, Supreme IT Park, Supreme City, Powai, Mumbai 400 076, Maharashtra. Tel. No. 022 – 6749 1234 Fax: 022 – 6710 3309.

Website: www.grihashakti.com

Chief Financial Officer:

Mr. Pankaj Malik

Chief Financial Officer

Supreme Business Park, Floors 5 & 6, B Wing, Supreme IT Park, Supreme City, Powai, Mumbai 400 076, Maharashtra. Tel. No. 022 – 6749 1234 Fax: 022 – 6710 3309.

Chief Executive Officer:

Mr. Ravindra Rao

Supreme Business Park, Floors 5 & 6, B Wing, Supreme IT Park, Supreme City, Powai, Mumbai 400 076, Maharashtra. Tel. No. 022 – 6749 1234 Fax: 022 – 6710 3309.

Company Secretary

Mr. Jitendra Maheshwari

Supreme Business Park, Floors 5 & 6, B Wing, Supreme IT Park, Supreme City, Powai, Mumbai 400 076, Maharashtra. Tel. No. 022 – 6749 1234 Fax: 022 – 6710 3309.

Statutory Auditor:

BSR & Co. LLP, Chartered Accountants

1st Floor, Lodha Excelus,

Apollo Mills Compound,

N M Joshi Marg,

Mahalaxmi, Mumbai – 400 011

Firm Registration No.: 101248W/ W-100022

Trustee:

"CATALYST TRUSTEESHIP LIMITED" (Formerly GDA TRSUTEESHIP LIMITED)

GDA House, Plot No. 85

Bhusari Colony (Right), Paud Road

Pune - 411 038



Registrar:

Link Intime India Pvt. Ltd.

C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West), Mumbai – 400 078.

Rating Agency

CARE Limited

4th Floor, Godrej Coliseum, Somaiya Hospital Road,

Off Eastern Express Highway, Sion (E), Mumbai - 400 022.

I. Name and Address of the Directors as on 30th September 2017

Sr. No.	Name	Address	Designation	DIN	Occupation
1.	Mr. Shantanu Mitra	901, 9 th Floor, C, Raheja Atlantis, Ganpat Rao Kadam Marg, Lower Parel – West, Mumbai - 400 013	Non-Executive Director	03019468	Employment
2.	Mr. Anand Natarajan	C-1801, Lodha Bellissimo, N M Joshi Marg, Mahalaxmi, Mumbai – 400 011	Managing Director	00061109	Employment
3.	Mr. Kenneth Ho Tat Meng	A29-1, Panorama, No 2, Persiaran Hampshire 50450 Kuala Lumpur, Malaysia	Non-Executive Director	07334898	Company Director
4.	Ms. Renu Challu	A 34/ 1 AFOCHS, Sainikpuri, Secunderabad – 500094 Telangana	Independent Director	00157204	Retired Banker
5.	Dr. Milan Robert Shuster	Flat-C, 9/ F, Block 3, Tung Chung Crescent, 1 Hing Tung Street, Lantau Island, Hong Kong – 999 077	Independent Director	07022462	Finance Professional

II. A Brief Summary of the Business/ Activities of the Issuer and its Line of Business**Fullerton India Home Finance Company Limited (FIHFCL)**

Fullerton India Home Finance Company Limited ("the Company/ FIHFCL") was constituted under the Companies Act, 1956 and is registered as a Housing Finance Company under sub-section (5) of Section 29A of National Housing Bank Act, 1987, having Corporate Identity Number U65922TN2010PLC076972 and NHB registration number 07.0122.15 dated July 14, 2015.

The Company is a wholly-owned subsidiary of Fullerton India Credit Company Ltd ("FICCL"), which in turn is ultimately owned by Temasek Holdings (Private) Limited, Singapore, one of Asia's biggest investment firms owned by the government of Singapore, through its subsidiary companies.



FIHFCL was incorporated in August 2010; received license from NHB in July 2015 and commenced loan disbursements in December 2015.

The Company engages in the business of offering affordable/ low cost home loans, loans against property and commercial property loans to its customers under "Grihashakti" brand name, through 55 branches spread across 9 states, viz., Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu, Telangana and West Bengal. The target customer segment comprises of salaried and self-employed professionals in satellite townships around metros and Tier I cities as well as under-served Tier II and Tier III cities.

As on 30th September 2017, the Company had Assets-Under-Management to the tune of INR 10.71 billion spread across 1000+ accounts. The average ticket size for housing and non-housing loans is Rs. 2.5mn and Rs.1.7mn with average loan to value was about 43% and 36% respectively.

"Key Highlights and Strengths of FIHFCL are mentioned below:

- Present in 9 states. The Company will continue to benefit from its large network base of FICCL customer
- Tapping existing 14 lakhs customer base of FICCL
- Ready platform of business intelligence and analytics knowledge from its parent company"

The Business

An extract of one of the main objects of Memorandum of Association of the Company is reproduced below:

"To carry on the business of providing housing finance, in all its wide and contemporary meaning, alone or jointly with other housing finance companies and/ or banks in consortium or otherwise, to any person including individual, company or corporation, body corporate, firms, society or association of persons, public body or authority, supreme, local, or otherwise or other entities whether private or public sector, whether engaged in construction and development of buildings, offices or other infrastructure development or not, for or in respect of dwelling units, to provide finance or credit to borrowers for acquisitions (in all its connotations), purchase, repairs, construction, renovation, renewal, remodeling, extension, enlargement or erection of or to land, tenements, flats, houses, apartments, villas dwelling units, skyscrapers, co-operative housing society units, housing colonies, townships, including infrastructural facilities relating thereto or any part or portion thereof in India for residential purposes and/ or commercial purposes either with or without interest or subsidized interest or with or without security upon such terms and conditions as the company may think fit, to own or sell residential dwelling units on lease, hire purchase or conditional sale basis, and to carry on the business of asset -based financiers in any manner whatsoever, to provide consultancy and advisory services in all matters and issues relating to housing, building and construction activities including relating to infrastructural development."

Management perception of Risk factors

FIHFCL is a wholly owned subsidiary of Fullerton India Credit Co Ltd. By virtue of parent-subsidary relationship, FIHFCL is expected to benefit from synergies in the form of using its well-defined risk management policy framework for identification, assessment, and control to effectively manage risks associated with the various business activities. The FIHFCL risk management approach is based



on a clear understanding of target market, environmental scanning and disciplined assessment and mitigation.

The Company has a risk management architecture independent from business to ensure impartial oversight. The various risks relating to the business and their mitigation are detailed below:

a. Credit risk

This refers to risk of delay or defaults in payments by borrowers. High levels of customer defaults could adversely affect business plans, financials and credit worthiness. This can be mitigated by strong and independent credit, data based credit appraisal, proactive segment level monitoring and collection processes. Dynamic bureau data usage and deep portfolio analytics shall be extensively used by the Company once the company garners enough data over a period of time for driving risk management actions.

b. Operational risk

The company is prone to operational risks due to employee errors, fraud and technology related issues, unauthorized transaction by employee or third parties, misreporting and non-compliance of various statutory and legal requirements and operational errors. This risk is moderated via independent operational risk framework which assesses, highlights forward looking risks and specifies mitigants. Key control standards are implemented across businesses. Processes and functions are regularly reviewed. The Company leverages on Operational Risk Management Committee (ORMC) of the parent entity, i.e. FICCL, which oversees this function.

c. Market and Liquidity risk

Interest rate risk is inherent to the Company's business as a borrower of funds. Of late, the Company has initiated wholesale institutional funding and such dependence is likely to grow over a period. Therefore, a rapid change in the risk appetite of lenders can adversely affect its funding plans. An independent and focused Asset Liability Committee (ALCO) tracks and monitors market indicators with a view to reducing this risk. Further, active diversification of lenders, matching asset - liability tenor and maintaining adequate liquidity buffers substantially reduce this risk.

d. Legal and Compliance risk

The Company is regulated by various authorities. Non adherence to any provisions or varying interpretations of existing guidelines may result in regulatory or legal actions with attendant costs. Strong internal processes and continuous monitoring and review of regulations mitigate this risk. An independent legal and compliance team oversees this activity.

e. Human Capital and Resources

The operations of the Company are dependent on the availability on skilled and experienced personnel. Employee attrition hence poses a risk. Strong human resources policies and employee engagement can reduce this risk. An independent Human Resources team plays an enabling role in creating an environment of growth and development for the Company's employees. With a vision to be an 'Employer of Choice', this team builds a culture that fosters Integrity, Meritocracy, Teamwork and a sense of Community. This in turn inspires employees to perform and succeed.



f. **Excessive Competition**

The Company faces competition from too many established commercial banks and HFCs chasing limited market segment, which makes the overall proposition less attractive. The Company also faces increased competition from new HFC's foraying into this space and some of which have been quite aggressive in their pricing to garner market share. However, the market for affordable housing remains large. By careful assessment of the customer segment and choosing optimal geographical locations this risk is minimized.

Changes in the Capital Structure

The following changes have been made to the Capital Structure (Authorized, Issued and Subscribed) of the Company.

A. Capital Structure as on 30th September 2017:

Authorized Share Capital: Rs. 1,500 Crores divided into 1,500,000,000 Equity Shares of Rs. 10 each.
Issued and Subscribed and paid up: Rs. 195.273 Crore- 19,52,73,443 Equity Shares of Rs. 10 each.
Share Premium account: Rs. 164.73 Crore

Particulars	Aggregate Nominal Value (Rs. Crores)	Number of Securities
<u>Authorized Share Capital</u>		
Equity Shares	1,500.00	1,500,000,000
Preference Shares	-	-
<u>Issued and Subscribed Share Capital</u>		
Equity Shares	195.27	19,52,73,443
Preference Shares	-	-
<u>Issued, Subscribed and Paid-up share Capital</u>		
Equity Shares	195.27	19,52,73,443
Preference Shares	-	-
<u>Size of Present Issue</u>		
Non-Convertible Debentures (Excluding Green-shoe option)	50.00	500.00
<u>Paid-up Share Capital after the issue</u>		
Equity Shares	195.27	19,52,73,443
Preference Shares	-	-
<u>Paid-up Share Capital after the conversion of any convertible instruments</u>		
Equity Shares	NA	NA
Preference Shares	NA	NA
<u>Share Premium Amount before the issue</u>	164.73	-
<u>Share premium Amount after the issue</u>	164.73	-



B. Changes in Capital Structure:**(i) Details of share capital as on last quarter end**

Share capital	(Amount in Rs.)
Authorized share capital	1500,00,00,000 (Fifteen Hundred Crores)
Issued, subscribed and paid up share capital	1,95,27,34,430

(ii) Changes in its authorized capital structure as on 30th June 2017, for the last five years:

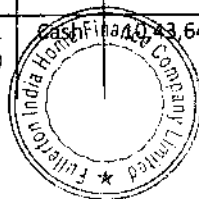
Date of Change (AGM/ EGM)	Particulars
26-Nov-2015 (EGM)	Increase in Authorised capital from 15,00,00,000 (Fifteen Crores) to 1500,00,00,000 (Fifteen Hundred Crores)

(iii) Issued and Subscribed Capital of the Company:

- a. The issued and subscribed share capital of the Company as on 30th September 2017 and for last 5 years is Rs. 195.27 crore constituting 1,95,27,34,430 Equity Shares of Rs. 10 each.

Details of equity share capital history of the Company as on 30th September 2017, for last five years since incorporation are as follows:

Dt. Of allotment	Nature of issue and allotment	Face Value / share (Rs.)	No. of Equity Shares	Issue Price (incl. premium)/ share	Consideration (cash, other than cash)	Cumulative			Allotment to
						No. of shares	Equity share capital (Rs.)	Securities Premium (Rs.)	
12/8/2010	Subscribed by Promoter at incorporation	10	20,00,000	Rs.10	Cash	20,00,000	2,00,00,000	Nil	FICCL
18-12-2014	Rights Issue	10	80,00,000	Rs.10	Cash	100,00,000	10,00,00,000	Nil	FICCL
26-11-2015	Rights Issue	10	4,76,19,048	Rs.10.50	Cash	5,76,19,048	57,61,90,480	2,38,09,524	FICCL
24-05-2016	Rights Issue	10	2,38,09,524	Rs.21.00	Cash	8,14,28,572	81,42,85,720	28,57,14,288	FICCL
27-09-2016	Rights Issue	10	2,29,35,780	Rs.21.80	Cash	4,94,66,352	1,04,36,43,520	55,63,56,492	FICCL



31-03-2017	Rights Issue	10	9,09,09,091	Rs. 22.00	Cash	19,52,73,443	1,95,27,34,430	1,64,72,65,584	FICCL
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There is no acquisition or amalgamation in the last one year neither there has been any reorganization or reconstruction in the last 1 year.

Note:

There has been allotment of shares by way of rights issue in the last one year preceding the date of offer letter.

b. Share holding pattern of the Company as on 30th September 2017:

Authorized Share Capital: Rs. 1,500,00,00,000 (Rupees One Thousand Five Hundred Crores only)

Top 10 shareholders as on 30th September 2017:

Sr No	Name	No. of Equity Shares	No of shares in demat form	Amount of Paid-up Capital (Amount in Rs)	% of Shareholding
1	Fullerton India Credit Company Limited, the holding company and its nominees	195,273,443	-	1,952,734,430	100%
	Total	195,273,443	-	1,952,734,430	100%

c. Details of Promoters holding in the Company as on 30th September 2017:

Sr No	Name	No. of Equity Shares	No of shares in demat form	Amount of Paid-up Capital (Amount in Rs)	% of Shareholding	No. of shares pledged	% of shares pledged with respect to shares owned
1	Fullerton India Credit Company Limited, the holding company and its nominees	195,273,443	-	1,952,734,430	100%	-	-
		195,273,443	-	1,952,734,430	100%	-	-

None of the equity shares held by the promoters have been pledged or otherwise encumbered.

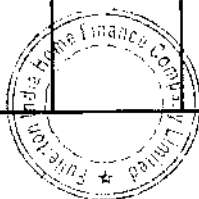
d. Details of the current Directors of the Company as on 30th September 2017::

There are no directors who are appearing in the RBI's defaulters list or ECGC default list

Sr. No.	Name	Address	Designation	DIN	Age Occupation	Director of Company since	Details of other Directorship(s)
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1.	Mr. Shantanu Mitra	901, 9 th Floor, C, Raheja Atlantis, Ganpat Rao Kadam Marg, Lower Parel – West, Mumbai - 400 013	Non-Executive Director	03019468	62 Employment	12/08/2010	<u>I. Public Companies</u> 1. Fullerton India Credit Company Limited <u>II. Private Companies</u> 1. Innoven Capital India Private Limited <u>III. Foreign Companies</u> Nil <u>Section 8 Companies</u> Fullerton India Foundation for Social & Economic Development
2.	Mr. Anand Natarajan	C-1801, Lodha Bellissimo, N M Joshi Marg, Mahalaxmi, Mumbai – 400 011	Managing Director	00061109	54 Employment	09/09/2016	<u>I. Public Companies</u> Nil <u>II. Private Companies</u> Digilend Analytics & Technology Pvt. Ltd. <u>III. Foreign Companies</u> Nil <u>III. Section 8 Companies</u> Nil
3.	Mr. Kenneth Ho Tat Meng	A29-1, Panorama, No 2, Persiaran Hampshire 50450 Kuala Lumpur, Malaysia	Non-Executive Director	07334898	45 Company Director	09/12/2015	<u>I. Public Companies</u> Fullerton India Credit Company Limited <u>II. Private Companies</u> NIL <u>III. Foreign Companies</u> Nil <u>IV. Section 8 Companies</u> Nil



4.	Ms. Renu Challu	A 34/ AFOCHS, Sainikpuri, Secunderabad - 500 094 Telangana	1 Independent Director	00157204	65 Retired Banker	15/01/2016	I. <u>Public Companies</u> 1. SMS Ltd. 2. Reliance Nippon Life Insurance Company Ltd 3. NCC limited 4. Scheaffier India Ltd (FAG Bearings India Limited) 5. Ceinsys Tech Ltd (Formerly, ADCC Infocad Ltd.) 6. Minda Industries Limited 7. Torrent Pharmaceuticals Limited 8. IL&FS Financial Services Ltd 9. Fullerton India Credit Company Limited II. <u>Private Companies</u> 1. Netafim Agricultural Financing Agency Private Limited III. <u>Foreign Companies</u> Nil IV. <u>Section 8 Companies</u> Nil V. <u>LLP:</u> 1. 5th Bridge Data Technologies LLP 2. 5th Bridge Data Technologies India LLP.
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5.	Dr. Milan Robert Shuster	Flat-C, 9/ F, Block 3, Tung Chung Crescent, 1 Hing Tung Street, Lantau Island, Hong Kong - 999 077	Independent Director	07022462	75	Finance Professional	15/01/2016	I. Public Companies Fullerton India Credit Company Limited II. Private Companies NIL III. Foreign Companies Nil IV. Section 8 Companies Nil
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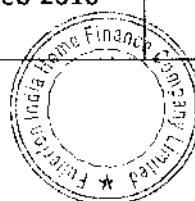
e. Details of change in Directors since last three years i.e. from 30th September 2013 to 30th September 2017

I. Details of directors added during last three years:

Sr. No.	Name and Designation	DIN	Date of appointment	Director of the Company since (in case of resignation)	Remarks
1.	Mr. Anand Natarajan	00061109	9-Sep-2016	NA	
2.	Mr. Rakesh Makkar, Managing Director	01225230	18-Dec-2014	8-Sep-2016	
3.	Ms. Renu Challu, Independent Director	00157204	15-Jan-2016	NA	
4.	Dr. Milan Robert Shuster, Independent Director	07022462	15-Jan-2016	NA	
5.	Mr. Kenneth Ho Tat Meng, Non- Executive Director	07334898	9-Dec-2015	NA	

II. Details of directors resigned during last three years:

Sr. No.	Name and Designation	DIN	Date of resignation	Director of the Company since (in case of resignation)	Remarks
1.	Mr. Rakesh Makkar	01225230	8-Sep-2016	18-Dec-2014	
2.	Mr. Pankaj Malik	03554093	1-Feb-2016	7-Jun-2011	



3.	Mr. Rajesh Krishnamoorthy	06778689	1-Feb-2016	9-Jan-2014	
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f. Disclosures with regard to Interest of Directors:

Directors, promoters or key managerial personnel have no financial or other material interest in the current issue.

g. Management Team:

The Directors are assisted by the management and operations team comprising experienced and committed professionals from the industry taking care of key functions like finance, risk, legal, marketing and other activities in a professional manner. Please find below brief on the team:

Ravindra Rao – Chief Executive Officer

Mr. Ravindra Rao comes with over 18 years of work experience in Risk Management and Business function. He has been with Fullerton India since September 2011 and during his stint, headed Credit Policy & Underwriting for Commercial & Rural Business, Collections, Fraud Risk, Operational Risk, Legal and Compliance. He also led the Mortgage and SME business vertical before being appointed as Chief Operating Officer for Fullerton India. Ravindra Rao is now Chief Executive Officer for Fullerton India Home Finance Company Limited. Prior to joining Fullerton India, Ravindra was heading Collections & Fraud Control for South Asia in Standard Chartered Bank and was also the Collections Head for HDFC Bank Ltd. He has held regional positions at ABN Amro Bank and Bank of America at the beginning of his career.

Pankaj Malik – Chief Financial Officer

Mr. Pankaj Malik is the Chief Financial Officer and Chief Compliance Officer of the Company. He also holds the position of CFO, Company Secretary and the Chief Compliance Officer of Fullerton India Credit Company Limited. Prior to joining Fullerton in Sep 2007, Pankaj was with COLT Telecom, an affiliate of Fidelity international, as the Financial Controller-cum-Company Secretary, GE Commercial Financial and Motherson Sumi Systems Limited in various capacities. Mr. Malik is a Chartered Accountant, Company Secretary and Cost Accountant from India and Certified Public Accountant from the State of Colorado, the USA.

Shyam Reddipalli – General Manager (Sales)

Mr. Shyam Reddipalli comes with 20 years of work experience in Retail Asset businesses having worked in leadership roles at large banks and credit bureau. He has a proven track record of driving market share, revenues and growing bottom line focused businesses. Earlier to joining Fullerton Shyam was Head of Key Accounts at Credit Information Bureau of India Ltd – CIBIL and his work platforms include the roles of Business Head of Credit Cards and Personal Loans at Standard Chartered Bank, Head of Home Loans, IDBI Bank, Regional Credit Head at ING Vysya Bank etc.



Jitendra Sohoni – Head of Risk

Mr. Jitendra Sohoni comes with an experience of 20 years. Prior to joining Fullerton India Home Finance Company Ltd. he was working with Reliance Home Finance Ltd. as Head Retail Credit. During In his last stint he was heading underwriting portfolio of affordable housing, builder finance, vehicles, construction equipment's, loan against shares and supply chain management. Prior to joining Reliance Home Finance, he was working with Centurion Bank of Punjab, HDFC Ltd, Escorts Finance Ltd and AFCO Industrials and Chemicals Limited.

h. Auditors of the company:

Name	Address	Auditor since	Remarks
BSR & Co. LLP	Chartered Accountants Lodha Excelus, 1 st Floor, Apollo Mills Compound, N. M. Joshi Marg, Mahalakshmi, Mumbai - 400 011	10 th February, 2012	

i. Details of change in auditors since last three years:

There has been no change in the auditor of the company in previous three years.

j. Key Financial Parameters**Key Financial Parameters**

Particulars	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018 H1
(Rs in crore)	Audited	Audited	Audited	Audited	Unaudited
Total Tangible Net Worth	2.28	10.50	55.28	339.24	336.64
Total Debt	-	-	-	23.76	677.17
Non-current maturities of Long Term Borrowing	-	-	-	310.00	611.88
Short term Borrowing	-	-	-	23.76	24.67
Current maturities of Long Term Borrowing	-	-	-	12.50	40.63
Fixed Assets- Net Block	-	-	0.34	0.53	0.58
Non Current Assets	0.01	0.01	24.01	510.87	1,049.94
Cash and Cash equivalents	2.26	10.29	14.25	16.03	0.01
Current Investments	-	-	25.26	286.73	126.65
Current Assets	0.04	0.21	0.88	17.00	80.03
Current Liabilities	0.03	0.01	8.77	166.76	287.66
Assets Under Management	-	-	24.22	473.54	1,069.16
Off Balance Sheet Assets	-	-	0.92	18.09	36.67
Interest Income	0.20	0.39	1.08	22.33	46.15
Interest Expense	-	-	-	7.62	18.94
Provisioning and Write off	-	-	0.10	4.78	7.26
Profit After Tax	0.12	0.22	(4.99)	(12.18)	1.18
Gross NPA(%)	0.00%	0.00%	0.00%	0.16%	0.64%
Net NPA(%)	0.00%	0.00%	0.00%	0.13%	0.51%
Tier I Capital Adequacy Ratio(%)	0.00%	0.00%	133.82%	92.74%	38.93%
Tier II Capital Adequacy Ratio(%)	0.00%	0.00%	0.24%	1.25%	1.24%

k. Project cost and means of financing in case of funding new projects: Not Applicable**l. List of Secured and Unsecured Non-Convertible Debenture of Fullerton India Home Finance Company Limited as on 30th September 2017: Annexure I**

Details of Debentures proposed to be issued and sought to be issued pursuant to this Disclosure Document:

Series No: 5

Nature of Debt Securities	Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures.
Mode of Issue	Private Placement basis
Face Value	Rs. 10,00,000/- (Rupees Ten Lacs Only)
Tenor/ Maturity Date	As per Term Sheet annexed
Issue Amount	
Interest Rate	
Interest Payment Dates	
Deemed Date of Allotment	
Maturity Date/ Redemption Date	

Issue Size:

500 (FIVE HUNDRED) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

I. Statement containing Particulars of the Dates of, and Parties to all Material Contracts, Agreements:

Set out below is all the statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company:

1. Memorandum and Articles of Association of the Company
2. Certificate of Incorporation of the Company dated 12th August, 2010
3. Certificate of Commencement of Business dated 30th November 2010
4. License issued by the National Housing Bank dated July 2015
5. Board Resolution approving the present Issue of Debentures dated 22nd August 2017
6. Shareholders resolution dated April 26, 2017 under Section 180 1 (a) and (c) of the Act in relation to the borrowings proposed under the present Issue
7. Shareholders' resolution under Section 42 of the Act dated April 26, 2017
8. Agreement with Registrar
9. Annual reports of the Company for the last three years
10. Consent/ permission letter from prior creditors for creation of pari-passu charge
11. Credit ratings assigned to the Company by CARE Limited

There are no other material contracts or agreements of the Issuer other than the documents referred to hereinabove which is likely to impact investor's investment decision.

II. Details of other Borrowings including any other issue of Debt Securities in past:

Statement of total outstanding borrowings as 30th September 2017:

Apart from details set out in the Annexure I, the Company has no other borrowings.



1. Amount of corporate guarantee issued by the Issuer: Nil
2. Abridged version of audited financial statement for the last three financial years - as per annexure.

VI. Any Material Event/ Development or change at the time of Issue which may affect the Issue or Investors Decision to invest/ continue to invest in the Debt Securities:

In the opinion of the Company, there have been no material events/ developments as disclosed in the Disclosure Document, which would materially and adversely affect, or would likely to affect, the trading or profitability of the Company or the value of the Issue or Investor's decision to invest/ continue to invest in the Debentures other than as set out elsewhere in the Disclosure Document.

VII. Particulars of outstanding borrowings taken/ the Debt Securities Issued where taken/ issued (i) for Consideration Other than Cash, whether in whole or part (ii) at a Premium or Discount or (iii) in Pursuance of an Option:

Nil

VIII. Particulars of default/s and/ or delay in payments of interest and principal of any kind of term loan, debt securities and other financial indebtedness including corporate guarantee issued by the company in the past 5 years:

Nil

Further, the Company has not defaulted in any of the following payment of:

1. statutory dues
2. debentures and interest thereon
3. deposits and interest thereon (FIHFCL is a non-deposit taking housing finance company, hence not applicable)
4. loan from any bank or financial institution and interest thereon.

IX. Mode of payment and repayment:

As mentioned in Clause XIV



X. **List of Top 10 Debenture Holders as on 30th September 2017:**

Sr. No.	Name of Debenture holder	Amount in crore
1	SBI Mutual Fund (SBI Dual Advantage Fund Series XXII)	50
2	POSTAL LIFE INSURANCE FUND A/C SBIFMPL	20
3	RURAL POSTAL LIFE INSURANCE FUND A/C SBIFMPL	20
4	DSP BLACKROCK SHORT TERM FUND	100
	Total	190

a. **An undertaking that the Issuer shall use a common form of transfer**

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

b. **Redemption amount, Period of Maturity**

Redemption Value	As per Term Sheet
Maturity Period	

c. **Information relating to the Terms of Offer or Purchase**

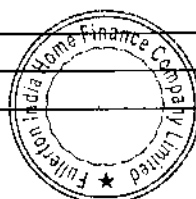
500 (FIVE HUNDRED)(OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS..

Particulars of the Offer:

Security name	8.05% p.a. Fullerton India Home Finance Company Limited NCD April 2021-Series 5
Issuer	Fullerton India Home Finance Company Limited
Type of Instrument	Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures issued at par to the Face Value
Nature of Instrument	Secured
Seniority	Debentures shall rank Pari-Passu with the existing lenders/ debenture holders of the Issuer
Mode of Issue	Private Placement basis
Eligible Investors	Those persons to whom a copy of this Disclosure Document may be sent, specifically numbered and addressed to such person, with a view to offering the Debentures for sale (being offered on a private placement basis) under this Disclosure Document
Listing	The Debentures will be listed within 15 days of the Deemed Date of Allotment on WDM segment of NSE. In case the Debentures/ bonds issued to the SEBI registered FPIs/ sub-accounts of FPIs are not listed within 15 days of issuance then issuer of such debt securities shall immediately redeem/ buyback the said securities from the FPIs in such an eventuality



Credit rating & Credit rating assigned	Credit Rating Agency: CARE Limited, Credit Rating Assigned: CARE AA+
Issue Size	500 (FIVE HUNDRED)(OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.
Oversubscription Applicable	Yes
Object of the Issue	The issuer shall use the proceeds from the issue of the Debentures for general business purposes/ activities of the Issuer including growing asset book and/ or refinancing existing debt
Details of Utilization of the Issue Proceed	The Issuer shall use the proceeds from the issue of the Debentures for general business purposes/ activities of the Issuer including growing asset book and/ or refinancing existing debt
Contribution by promoters/ directors either as part of the offer or separately in furtherance of such objects	Promoters/ Directors are not participating either as part of the offer or separately in furtherance of such objects
Financial/ Material Interest of related parties	Related Parties does not have any Financial interest in the offer
Coupon Rate	As per Term Sheet
Step Up/ Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Annually and at maturity
Coupon Payment Dates/ Interest Payment Date	As per Term Sheet
Coupon Type	Fixed
Coupon Reset Process	Not Applicable
Day Count Basis	The interest shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year to comprise of a period of 365 days except in case of a leap year where the year will comprise of 366 days
Interest on Application Money	Interest on application money will be paid to the investors at Coupon Rate on the Debentures from the date of realization of the subscription money up to one day prior to Deemed Date of Allotment. Such interest shall be payable within seven business days from the Deemed Date of Allotment
Default Interest Rate	As per Term Sheet
Tenor	As per Term Sheet
Redemption Date	As per Term Sheet
Redemption Amount	At par
Redemption premium/	Not Applicable



discount	
Issue Price	At par, Rs.10,00,000/- (Rupees Ten lakhs Only) per Debenture
Discount at which security is issued and the effective yield as a result of such Discount	Nil
Put/ Call Option	None
Face Value	Rs.10,00,000/- (Rupees Ten lakhs Only) per Debenture
Minimum Subscription	Minimum Subscription of 10 Debentures and in multiple of 1 Debentures thereon
Market Lot	1 (One) Debenture
Issue Schedule: Issue Opens on issue closes on	As per Term Sheet
Pay-in Date	
Deemed Date of Allotment	
Issuance mode	Demat only
Trading mode	Demat only
Mode of payment and repayment	Demand Drafts in favor of "Fullerton India Home Finance Company Limited" and/ or crossed "Account Payee Only" cheques payable at par or remittance through RTGS to HDFC Bank , Account no- 00600310040322 , IFSC: HDFC0000060 Mode of repayment will be as per Section XIV
Depositories	National Securities Depository Limited ('NSDL') and Central Depository Services (India) Limited ('CDSL')
Business Day Convention	When an Interest Payment Date is not a Business Day, then such Interest Payment Date shall be automatically changed to the next Business Day. When the day on or by which a payment (other than a payment of interest) is due to be made by the Issuer is not a Business Day that payment including the interest shall be made on the preceding Business Day.
Record Date	The Record Date shall be 15 calendar days before the Interest Payment Date/ Redemption Date
Security	1. First Pari-Passu Mortgage charge inter se the Debenture Holders over the company's Immovable Property situated at Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District, Chennai and 2. Pari-Passu First charge on present and future assets of the Company comprising of Loan receivables of the Company arising out of Housing Loans, Loans against property and Other Loans currently aggregating to Rs. 1171.3 Crores as on 31st October 2017 by way of hypothecation. The Company shall submit to the Debenture Trustee the list of loan receivables over which a first pari-passu charge has been created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter The security over loan receivables shall provide a minimum cover of 100% of the total principal and interest payable



	amount of Debentures outstanding at any point of time. The above security shall rank pari-passu between the present charge holders and the Debenture Holders
Transaction Document	1. Debenture Trust Deed 2. Debenture Trustee Agreement, the Security Documents, all other documents in relation to the issuance of the Debentures 3. This Disclosure Document 4. Any other document that may be designated as a transaction document by the Debenture Trustee
Conditions Precedent to Disbursement	As per Debenture Trust Deed
Conditions Subsequent to Disbursement	As per Debenture Trust Deed
Event of Default	As per clause XVIII "Events of Default"
Provisions related to Cross Default Clause	If the Issuer is in default under the terms and conditions of any issuances/ obligations under other facilities constituting indebtedness of the Issuer and receives such notice of event of default from such lender/ investor, then that shall also constitute an event of default under the present issue as well
Role and Responsibility of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as detailed in the Transaction Documents
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing Indian laws. Any dispute arising thereof will be subject to the non-exclusive jurisdiction of the courts at Chennai, India
Debenture Holders	A person who is for the time being holder of the Debenture(s) and whose name is last mentioned in the Debentures Certificates/ Debenture Register and shall include a Beneficial Owner
Application Form	The form pursuant to which the Investors apply for the Debentures proposed to be issued hereunder
Debenture Registrar	Link Intime Spectrum Registry Limited
Beneficial Owner	The owner of the Debentures in electronic (dematerialized) form held through a Depository and whose name is so recorded by the Depository in the register maintained by it for this purpose
Debenture Trustee	"CATALYST TRUSTEESHIP LIMITED" (Formerly GDA TRSUTEESHIP LIMITED)
Inconsistency/ repugnance	In the event of any inconsistency between this Disclosure Document and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail
Validity of offer document	Issue related terms valid till maturity
Date of passing of Board Resolution	22 nd August 2017
Date of passing of resolution in the general meeting, authorizing the offer of securities	26 th April 2017
Name and address of valuer	Cube Engineers, Flat no. C first floor, No.7, 56 Street, (10th sector)



	Ayyapuram, (Rajamannar Salai), KK Nagar, Chennai -600078, engineers.cube@gmail.com have carried out valuation of Property at Chennai
Class of security	Secured, Non-Convertible
Justification of price	Not applicable as the Debentures are issued at par
Amount to be raised	INR 50.00 Crores with a green shoe option to retain additional INR 25 Crores



THE COMPANY SHALL ISSUE 500 (FIVE HUNDRED)(OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS. IN TERMS OF REGISTERED MORTGAGE DEED CREATING SIMPLE MORTGAGE IN FAVOR OF THE DEBENTURE TRUSTEES OVER THE COMPANY'S IMMOVABLE PROPERTY (Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District, Chennai) and ON LOAN RECEIVABLES OF THE COMPANY to the extent of the security cover.

Laws and Regulations

Over and above such terms and conditions, the Debentures shall also be subject to the applicable provisions of the Companies Act, Depositories Act and all other laws as may be applicable, including the guidelines, notifications and regulations relating to the issue and allotment of debentures and, any other documents that may be executed in respect of the Debentures.

d. Application process and information relating to the terms of the Issue

a. Nature and Status of Debentures

The Company shall issue Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures.

b. Deemed Date of Allotment

All the benefits under the Debentures, including the payment of interest, will accrue to the Investor(s) from the Deemed Date of Allotment.

c. Issue in Demat form

The Company shall issue Debentures in dematerialized form only and has made necessary arrangements with NSDL/ CDSL for the same. Investors shall hold the Debentures in dematerialized form and deal with the same as per provisions of Depositories Act and the regulations made there under as may be amended and/ or supplemented from time to time and the regulations, rules as notified by NSDL/ CDSL from time to time. Investors should, therefore mention their Depository Participant's name, DP-ID and Beneficiary Account Number in the appropriate place in the Application Form. The Company shall take necessary steps to credit the depository account of the Investor with the amount of Debentures issued.

d. Names of all the recognized stock exchanges where the debt securities are proposed to be listed.

The Debentures shall be listed on National Stock Exchange (NSE).

e. Mode of Transfer/ Transmission of Debentures

The Debenture(s) shall be transferred and/ or transmitted in accordance with the applicable provisions of the Act. The provisions relating to transfer and transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Act shall apply, mutatis mutandis (to the extent applicable to Debentures) to the Debentures as well. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the Depositories Act, the regulations made there under and the regulations, rules, procedures as prescribed



by Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the Register of Debenture Holders/ Record of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Company.

f. Interest on Application Money

Interest on Application Money, if any, will be payable at the specified coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) on the entire Application Money on all valid applications. The same will be released within 7 days from the Deemed Date of Allotment.

Such interest shall be paid for the period commencing from the date of realization of the cheque(s)/ draft(s) up to one day prior to the Deemed Date of Allotment. The Interest Warrants will be dispatched by Registered Post, Courier or by way of RTGS instruction at the sole risk of the applicant, to the sole/ first applicant. No interest on application money would be payable in cases of invalid applications.

g. Interest on Debentures:

The Debentures shall carry interest on the amount outstanding under the Debentures at rate as per Term sheet from the Deemed Date of Allotment till the Redemption Date (subject to deduction of income tax at source at the rates for the time being prescribed under the Income Tax Act, 1961, the rules made there under or any statutory modification or re-enactment thereof for the time being in force). Non-resident debenture-holders shall additionally provide tax declarations in order to avail tax benefits as per the tax treaty between India and tax resident country of debenture holder, absence of which tax would be deducted as per Income tax Act, 1961.

The interest shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year to comprise of a period of 365 days except in case of a leap year where the year will comprise of 366 days.

h. Payment of Interest

Interest on the Debentures will be paid only to the Debenture holders registered in the Register of Debenture holders of the Issuer, which shall be maintained at the Corporate Office of the Issuer at B Wing, 6th Floor, Supreme Business Park, Powai, Mumbai 400 076 or to the debenture holder(s) whose names appear in the list of Beneficial Owners furnished by NSDL/ CDSL to the Company as on the Record date for this purpose.

In the case of joint holders, interest shall be payable to the first named Debenture holder. The persons whose names are registered in the Register of Debenture holders or NSDL/ CDSL record on that date shall be entitled to receive the interest for the preceding interest period.

i. Effect of Holidays

In case the redemption date falls on a day which is not a Business Day, the payment due shall be made on the preceding working day (the effective date as mentioned above).

In case any of the Interest payment date falls on a day which is not a business day then the payment due shall be made on the succeeding working day. However, it is clarified that the interest shall be calculated and paid up to one day prior to the original interest payment date.



j. Tax Deduction at Source

Income tax will be deducted at source on the Debentures as per applicable provisions of the Income Tax Act, 1961 and as applicable from time to time. In respect of interest on Application Money, the relevant document (Form 15G/ 15H) should be submitted along with the Application Form. Non-resident debenture-holders shall additionally provide tax declarations in order to avail tax benefits as per the tax treaty between India and tax resident country of debenture holder, absence of which tax would be deducted as per Income tax Act, 1961.

Where any deduction of Income Tax is made at source, the Company shall send to the Debenture Holder a Certificate of Tax Deduction at Source as per applicable time lines under Income tax Act, 1961.

k. Tax Benefits

The Debenture Holder is advised to consider in his own case the tax implications in respect of subscription to the Debentures after consulting his tax advisor.

l. Letter of Allotments & Debenture Certificate

The Company will allot to the investors, the Debentures in due course after verification of the Application Form, the accompanying documents and on realization of application money.

The depository account of the investors with NSDL/ CDSL will be credited within two (2) working days from the Deemed Date of Allotment. The initial credit in the depository account will be akin to the Letter of Allotment. On completion of all statutory formalities such credit will be substituted for the number of Debentures allotted.

m. Security for the Debentures

The Debentures, together with liquidated damages, remuneration payable to Trustees, costs, expenses and all other monies whatsoever in relation to the Debentures, shall be secured by:

1. First pari-passu mortgage over the Company's immovable property being Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District, Chennai admeasuring 600 Sq ft.
2. A pari-passu first charge on the present and future assets of the Company comprising of Loan receivables arising out of Home Loans and loans against property aggregating to Rs.1171.3 Crore as on 31st October 2017.

The Company shall be at liberty from time to time during the continuance of the security to issue at such future dates and in such denomination as it considers advisable, further convertible and/ or non-convertible debentures and/ or to raise further loans, advances and/ or avail further financial and/ or guarantee facilities from financial institutions, banks, and/ or any other persons or entities in any other form by creating further charge on the assets/ properties charged/ mortgaged to the Debenture Trustees in respect of the Debentures to be issued in pursuance of this Offer Document, subject to obtaining the prior written consent of the Debenture Trustee.



The Company shall submit to the Debenture Trustee the list of loan receivables over which a first pari-passu charge has been created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter. The security indicated shall rank pari-passu with the charges created and/ or to be created in favor of the existing lenders or any other lenders and the Trustees for the Debenture Holders to whom the Company issues Debentures or obtains facilities from time to time. The Company shall maintain a security cover of minimum 1.00 times of the total principal and interest payable of the Debentures outstanding with respect to the charges created over its loan Receivables.

3. "Movable Property", shall mean the Loan receivables, present and future, of the Company comprising of all receivables arising out of all Housing loans and all other book debts.
4. The security will be created by the Company as aforesaid in favor of the Trustees within stipulated time from the Date of Closure of the Issue.
5. The above mentioned security will be created in favour of the Trustees in terms of NHB (ND)/ DRS/ REG/ MC-02/ 2016 dated July 1, 2016

n. Execution of Trust Deed and Other Documents

The Company shall execute a trust deed cum mortgage deed creating inter alia a first mortgage on pari-passu basis over the Company's immovable property bearing Plot No.(Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District, Chennai), and a deed of hypothecation in favor of the Trustees creating first charge on pari-passu over the loan receivables of the Company as detailed above.

o. Stamp Duty

The Company will pay all the stamp duties (including additional stamp duty and penalty thereon, if any) in relation to the Debentures and all documents executed in relation to the Debentures. If however, any stamp duty (including additional stamp duty and penalty thereon, if any) in relation to the Debentures and all documents, certificates etc. executed in relation to the Debentures is paid for by an Investor/s, the Company will forthwith reimburse the Investor/s with the amount of stamp duty (including additional stamp duty and penalty thereon, if any) paid. The Company agrees to indemnify the Investor/s and hold them harmless from and against any and all stamp duty (including additional stamp duty and penalty thereon, if any) payments arising out of or related to this Issue, subject to the condition that the executed documents shall be retained in state of execution unless required for regulatory purpose.

p. Redemption

The Debentures shall be redeemed at par on the Maturity Date.

q. Procedure for Redemption

In case of the Debentures held in dematerialized form, no action is required on the part of the Debenture Holder(s) at the time of Redemption of the Debentures and on the Redemption Date, the Redemption proceeds would be paid by cheque or by way of RTGS instruction to those Debenture Holder(s) whose name(s) appear on the list of beneficial



owners given by the Depositories to the Company. The name(s) would be as per the Depositories' records on the Record Date fixed for the purpose of Redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

In case of cheque issued towards Redemption proceeds, the same will be dispatched by courier or hand delivery or registered post at the address provided in the Application Form at the address as notified by Debenture Holder(s) or at the address with Depositories' record. Once the cheque for Redemption proceeds is dispatched to the Debenture Holder(s) at the addresses provided or available from the Depositories record, the Company's liability to redeem the Debentures on the date of Redemption shall stand extinguished and the Company will not be liable to pay any interest, income or compensation of any kind from the date of Redemption of the Debenture(s) provided that all previous payment defaults, if any, have been cured on the Redemption Date.

r. Succession

Where Debentures are held in joint names and one of the joint holders dies, the survivor(s) will be recognized as the Holder(s) of the said Debentures. It would be sufficient for the Company to delete the name of the deceased Debenture Holder after obtaining satisfactory evidence of his death. Provided, a third person may call on the Company to register his name as successor of the deceased holder after obtaining evidence such as probate of a will for the purpose of proving his title to the Debentures.

In the event of demise of the sole/ first holder of the Debenture(s), the Company will recognize the executors or administrator of the deceased Debenture Holder, or the Holder of the succession certificate or other legal representative as having title to the Debentures only if such executor or administrator obtains and produces probate or Letter of Administration or is the holder of the Succession Certificate or other legal representation, as the case may be, from an appropriate Court in India. The Directors of the Company in their absolute discretion may, in any case, dispense with production of Probate or Letter of Administration or succession certificate or other legal representation.

s. Record Date

The Record Date shall be 15 calendar days before the Interest Payment Date/ Redemption Date. FIHFCL shall request the Depository (ies) to provide a list of Beneficial Owners as on the Record Date. This shall be the list, which shall be considered for payment of interest and the redemption amount, as the case may be.

t. Place and Currency of Payment

All obligations under these Debentures are payable at Mumbai in Indian Rupees only.

u. Amendment of the Terms of the Debentures

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a special resolution passed at a meeting of the Debenture Holder(s), provided that nothing in such consent or resolution which modifies or varies the terms and conditions of the Debentures shall not be operative against the issuer, if the same are not accepted by the issuer. Provided that for any change pertaining to Security, principal amount on Redemption, Interest and Maturity Date, the consent of all the Debenture Holders will be required.



v. Trustees for the Debenture Holders

Fullerton India Home Finance Company Limited has appointed "**CATALYST TRUSTEESHIP LIMITED**" (*Formerly GDA TRSUTEESHIP LIMITED*) to act as Trustee for the Debenture Holders ("Debenture Trustee"). Fullerton India Home Finance Company Limited and the Debenture Trustee will enter into a Debenture Trust Deed, inter alia, specifying the powers, authorities and obligations of the Trustee and the Company. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of their agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Trustees may in their absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s), except as expressly provided herein.

The Debenture Trustee will protect the interest of the Debenture Holder(s) on the occurrence of any of the Event of Default as set out in the Debenture Trust Deed and the other Transaction Documents, including in the Event of Default by Fullerton India Home Finance Company Limited in regard to timely payment of interest and repayment of principal and they will take necessary action on the written request of the Debenture Holders at the costs and expenses of Fullerton India Home Finance Company Limited.

The Investor can refer to the Debenture Trust Deed to be entered with the Debenture Trustees for the powers, liability, rights, retirement, and removal etc. of the Debenture Trustee.

The Company reserves the right to appoint any other SEBI registered Trustee.

w. Sharing of Information

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

x. Rights of Debenture Holder(s)

The Debenture Holder(s) will not be entitled to any rights and privileges of shareholders other than those available to them under statutory requirements. The Debentures shall not confer upon the holders the right to receive notice, or to attend and vote at the general meetings of the Company. The Debentures shall be subject to other usual terms and conditions incorporated in the Debenture Certificate(s) that will be issued to the allottee(s) of such Debentures by the Company, as per the Memorandum and Articles of Association of the Company and the Debenture Trust Deed.

y. Future Borrowings

The Company shall, provided and to the extent that the agreed security cover of 1.00 times of the total principal and interest payable of the Debentures outstanding and any other amounts due and payable (including the remuneration/ fees of the Debenture Trustee) under this Disclosure Document, the Debenture Trust Deed, and any other document designated as such by the Debenture Trustee and the Company is maintained at all times, be free to borrow/ raise loans or avail financial assistance in whatever form, as also issue



Promissory Notes/ debentures or other securities in any manner having pari-passu ranking and the Company may change the capital structure including by way of issue of shares of any class, on such terms and conditions as the Company may deem appropriate and cause the creation of any security over any assets including the assets forming part of the security for the Debentures. In case of any further secured borrowing against pari-passu charge on receivables and Mortgage over the Company's Immovable Property situated at Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District, Chennai. The Company shall provide a certificate to the Debenture Trustee confirming the security cover of 1 times the principal and interest payable on the Debentures. If an Event of Default has occurred under the Issue, the Company shall be required to obtain approval of the Trustee for creation of any security on its assets. In the event the security cover falls below the above mentioned 1.00 times the total principal amount and interest payable on Debentures outstanding and any other amounts due and payable (including the remuneration/ fees of the Debenture Trustee) under this Disclosure Document, the Debenture Trust Deed, and any other document designated as such by the Debenture Trustee and the Company, the Company will require the prior consent of the Debenture Trustees/ Debenture Holders for any future borrowings.

2. Governing Law

The Debentures are governed by and shall be construed in accordance with the existing Indian laws. Any dispute arising thereof will be subject to the non-exclusive jurisdiction of Courts at the city of Chennai, Tamilnadu, India. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the National Housing Bank, Securities & Exchange Board of India (SEBI), Stock Exchanges and other applicable laws and regulations from time to time.

Over and above, the said debentures shall be subject to the term and conditions as contained in the offer letter/ term sheet, application form and the Debenture Trust Deed/ Trustee Agreement.

aa. Debenture Redemption Reserve

As per Rule 18(7)(b) of the Companies (Share Capital and Debentures) Rules, 2014, Debenture Redemption Reserve is not required to be created for issue of privately placed debentures by Housing Finance Companies registered with the National Housing Bank. Accordingly our Company being a HFC registered with NHB u/s 29A of the National Housing Bank Act, 1987, it is not required to create the DRR for the issue of debentures on private placement basis.

bb. Regulations applicable in relation to the Issue/ Debentures

Amongst other regulations, the following acts/ regulations, as amended from time to time, will be complied with in relation to the issuance of the Debentures:

- The Companies Act, 2013
- The Companies Act, 1956
- The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008
- The Securities and Exchange Board of India (Listing Regulations and Disclosure Requirements) Regulations, 2015
- SCRA
- NHB (ND)/ DRS/ REG/ MC-02/ 2016 dated July 1, 2016, in issue of Debenture as amended from time to time



- SEBI Act
- The Depositories Act, 1996
- The Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993
- Secretarial Standards
- The rules and regulations issued under any of the above

Over and above, the said debentures shall be subject to the term and conditions as contained in the Term Sheet, application form, Debenture Trust Deed and Trustee Agreement.

cc. How to Apply

The detailed procedures to apply for the Debentures in dematerialized form are:

- (i) The applicant must have at least one beneficiary account with any of the DP's of NSDL/ CDSL prior to making the application.
- (ii) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) in the Application Form.
- (iii) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (iv) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details maintained with the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (v) Non-transferable allotment advice/ refund orders will be directly sent to the applicant by the Registrar & Transfer Agent to the Issue.
- (vi) If incomplete/ incorrect details of the beneficiary account number and DP - ID are given in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (vii) For Allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/ its DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/ its demographic details given in the Application Form vis-à-vis those with his/ its DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.

Applications for the Debentures must be made in the prescribed Debenture Application Form and must be completed in block letters in English by investors. Debentures Application forms must be accompanied by either a demand draft or cheque or Electronic transfer drawn or made payable in favour of "FULLERTON INDIA HOME FINANCE COMPANY LIMITED a/c". In case of an electronic transfer, the remittance should be made to the account number of Fullerton.

The full amount of the Issue price of the Debentures applied for has to be paid along with the delivery of the fully completed and executed Debenture Application Form together with other applicable documents described below.

Cheques/ demand drafts/ Electronic transfer may be drawn on any bank which is situated and is a member or sub-member of the Banker's Clearing House located at Mumbai. Investors are required to make payments only through cheque/demand drafts/ Electronic



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

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

dd. Who Can Apply

Only the persons who are specifically addressed through a communication by or on behalf of the Company directly are eligible to apply for the Debentures. An application made by any other person will be deemed as an invalid application and rejected. In order to subscribe to the Debentures a person must be either:

- Companies, Non-Banking Finance Companies and Bodies Corporate including Public
- Sector Undertakings
- Commercial Banks
- Financial Institutions
- Insurance Companies
- Mutual Funds
- Foreign Institutional Investors (FIIs), Foreign Portfolio Investors (FPIs)
- Any other investor authorized/ eligible to invest in these Debentures.

All Investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this issue of Debentures.

ee. Application by Banks/ Corporate Bodies/ Mutual Funds/ FPIs/ Trusts/ Statutory Corporations.

The following is an indicative list of documents, the certified true copies of which should be provided with the application:

- (i) **Application by Banks/ eligible FPIs**
 - resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, of applicable;
 - specimen signatures of authorized signatories;
 - necessary form for claiming exemption from deduction of tax at source on interest, if applicable; and
 - Registration certificate as may be applicable.
- (ii) **Application by Corporate Bodies FPIs/ Trusts/ Statutory Corporations.**
 - Memorandum and Articles;
 - Resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, of applicable;
 - specimen signatures of authorized signatories;
 - necessary form for claiming exemption from deduction of tax at source on interest, if applicable; and
 - Registration certificate as may be applicable.

- (iii) **Application by Mutual Funds/ Custodians of Mutual Funds/ Insurance Companies**



- SEBI registration certificate/ IRDA registration certificate, as may be applicable;
- resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, of applicable;

Application form for application made by Asset Management Company or custodian of mutual fund shall clearly indicate the name of the concerned scheme for which application is being made.

(iv) **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 authorized signatories must be lodged along with the submission of the completed Debenture Application form. Further modifications/ additions in the power of attorney or authority should be delivered to the Issuer at Corporate Office.

(v) **Know your Customer (KYC)**

The applicants should submit the required KYC documents as prescribed by the RBI along with the application forms. Applications which are not in compliance with the above requirement shall be liable to be rejected.

(vi) **PAN No:**

All Applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or declaration in Form 60. Applications without this will be considered incomplete and are liable to be rejected.

ff. Restriction on Transferability of the debentures issued pursuant to this Disclosure Document under private placement.

The Debentures can only be transferred to corporate and institutional investors such as Banks, public financial institutions, NBFCs, HFCs, Mutual Funds, financial institutions, insurance Companies, Provident, Pension and Gratuity funds, Foreign Institutional Investors etc., in each case, as may be permitted by applicable law.

The Debentures are not transferable to retail investors or general public under private placement.

gg. Submission of Completed Application Form

All applications duly completed and accompanied with all necessary documents shall be submitted to the Company at its Registered Office.

hh. Right to Accept/ 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 which are incomplete or which do not fulfill the terms & conditions indicated on the back of the Application Form are liable to be rejected.

ii. Refund

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



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

jj. Depository Arrangement

The Company has appointed Link Intime India Pvt Ltd as Registrar and Transfer Agents for the Debenture issuance. Fullerton India Home Finance Company Limited has entered into depository arrangements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited.

kk. Compliance Officer

In case of any pre-issue/ post-issue related problems such as non-receipt of Letters of Allotment/ refund orders etc., the Investors are requested to contact the compliance officer.

Mr. Pankaj Malik
Compliance Officer,
Supreme Business Park,
Floors 5 & 6, B Wing, Supreme IT Park, Supreme City,
Powai, Mumbai - 400 076
Tel. No. : (022) 6749 1234
FAX No.: (022) 6710 3309
E-mail: pankaj.malik@fullertonindia.com

ll. Purchase/ Re-Issue of Debentures/ Cancellation of Debentures

The issuer may, at any time and from time to time, purchase Debentures at a discount, par, or at a premium, in the open market or otherwise in accordance with the applicable laws. Such Debentures may, at the option of the issuer, be redeemed, cancelled, held or reissued at such a price and on such terms and conditions as the issuer may deem fit and as permitted by law subject to applicable regulatory approvals.

"In accordance with SEBI circular no. CIR/ IMD/ DF-1/ 67/ 2017 dated June 30, 2017, the Issuer may from time to time consolidate one or more issuances of non-convertible debentures maturing in the same financial year, by adjusting the price of securities, as howsoever may be required for such consolidation, and issue/ re-issue the consolidated securities under the cover of single/ same ISIN for any amount, whatsoever. The issuer hereby reserves its rights to use, reuse, extinguish the said ISIN at its sole and exclusive discretion."

mm. Register of Debenture Holders

The Company shall maintain a Register of Debenture Holders containing necessary particulars at its Registered Office as required under the provisions of the Act.

nn. Depository Arrangement

The Company has appointed Link Intime India Pvt. Ltd. as Registrar and Transfer Agents for the Debenture issuance. Fullerton India Home Finance Company Limited has entered into depository arrangements with National Securities Depository Limited (NSDL).



oo. Notices

All 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 by registered post/ courier/ hand delivery to the address of the Debenture Holder(s) registered with the Company.

All notices, communications and writings to be given by the Debenture Holder(s) shall be sent by registered post/ courier/ hand delivery to the Registrars to the Issue or to the compliance officer of the Issuer at the Registered Office/ Corporate office of the Company 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.

pp. Other conditions and covenants

Additional conditions and covenants as stipulated by Investor at the time of issue and the same shall be incorporated in Debenture Trust Deed.

e. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained in the Debenture Trust Deed, the Company declares, represents and warrants as of the date hereof and throughout the term of the Debentures that:

1. **Consent/ approval required for the Issue of Debentures**
All corporate and other action necessary for the issuance of the Debentures have been obtained by the Company and the Company will at all times, keep all such approvals/ consents valid and subsisting during the Tenor of the Debentures.
2. **Absence of Defaults with Memorandum/ Articles of Association or any other agreements in respect of transaction/ transaction document**
The Disclosure Document and other documents executed in pursuance hereof when executed and delivered, will constitute valid and binding obligations of the Company and will not contravene any applicable laws, statute or regulation and will not be in conflict with the Memorandum of Association and Articles of Association of the Company or result in breach of, any of the terms, covenants, conditions and stipulations under any existing agreement to which the Company is a party.
3. **Filings and Registration**
The Company has completed and shall duly and in a timely manner complete all filings and registrations as may be required under law from time to time for the purposes of the issue and maintenance of the Debentures.
4. **No immunity under laws**
Neither the Company nor its assets have any immunity (sovereign or otherwise) from any suit or any legal proceeding under the laws of India.
5. **Solvency**
The Company is solvent and the Company has not taken any corporate or other action, nor have any steps been taken or legal proceedings of any manner been initiated/ threatened against the Company for its winding up, dissolution, insolvency, bankruptcy or for appointment of receiver on its assets or its business, and no insolvency resolution process has been initiated under the Insolvency and Bankruptcy Code, 2016.
6. **No debt/ contingent liability other than as disclosed in the annual audited accounts**



The Company has no debts or contingent liabilities outstanding except as disclosed in its annual audited financial statement dated 31st March 2017

7. Indebtedness

The Company is not in default with respect to any loans or deposits or advances or other financial facilities availed by the Company in the capacity of a borrower. It may also be noted that FIHFCL is a non-deposit taking housing finance company.

8. Organization and Authority

The Company has been duly incorporated, organized and is validly existing under Applicable Laws. The Issuer is an HFC duly incorporated and validly existing under the laws of India and has the power to own its assets, conduct and operate its business as presently conducted, and to enter into, and comply with its obligations under the Transaction Documents to which it is a party or will be a party.

9. Default

The Company has not defaulted in any of the following payment of

- a. Statutory dues,
- b. Debenture Principal and interest thereon
- c. Deposits and interest thereon (FIHFCL is a non-deposit taking housing finance company, hence not applicable)
- d. Loan from Bank or Financial institution and interest thereon

f. COMPANY'S COVENANTS

In addition to the covenants contained in the Debenture Trust Deed, the Company covenants that:

(A) Affirmative Covenants:

The Company shall:

(i) Disclosure Documents to have conformity with the Debenture Trust Deed

Ensure that the Debenture Trust Deed and security documents when executed shall be to the satisfaction of the Debenture Trustees and Debenture Holders at all times.

(ii) Validity of Transaction Documents

Ensure that the Disclosure Document, the Debenture Trust Deed shall be validly executed and delivered, will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company.

(iii) Notice of Winding Up or Other Legal Process

Promptly inform Debenture Holder/ Debenture Trustees if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act, or any other notice under any other Act or otherwise of any suit or other legal processes intended to be filed or initiated against the Company and affecting the title to the properties of the Company or no insolvency resolution process has been initiated under the Insolvency and Bankruptcy Code, 2016, or if a receiver is appointed of any of its properties of the Company or if a receiver is appointed of any of its properties or businesses or undertakings.

(iv) Financial Statements



Submit to the Debenture Trustee its duly audited annual accounts, within six months from the close of its financial year or such extended time as may be permissible under Companies Act, 2013 or such extended period.

(v) Preserve Corporate Status

Diligently preserve its corporate existence and status and its license to conduct business as a housing financial company.

(vii) Furnish Information to Debenture Trustees

At the time of the issue thereof to the shareholders of the Company, furnish to the Debenture Trustees copies of every report, balance sheet, profit and loss account, circulars or notices issued to the shareholders

(viii) Shall furnish quarterly report to the Debenture Trustees containing the following particulars:

- 1) Updated list of the names and addresses of the Debenture Holders.
- 2) Details of the interest due, but unpaid and reasons thereof.
- 3) The number and nature of grievances received from the Debenture Holders and resolved by the Company and
- 4) A statement that those assets of the Company which are available by the way of security are sufficient to discharge the claims of the Debenture Holders as and when they become due.

(ix) Corporate Governance

Confirm to all mandatory recommendations on corporate governance under the relevant Act.

(x) Due Payment of Public and Other Demands

Confirm that the Company is not, and will continue not to be, in arrears of any undisputed public demands such as income-tax, corporation tax and all other taxes and revenues or any other statutory dues payable to Central or State Governments or any local or other authority.

(xi) Security Cover

Create a security cover of minimum 1.00 times of principal & interest payable on Debentures outstanding and any other amounts due and payable maintain the same as long as any amount under the Debentures is outstanding.

(xii) Comply with Provisions of Section 125 of the Companies Act

Comply with the provisions of Section 125 of the Act relating to transfer of unclaimed/unpaid amounts of interest on Debentures and Redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it.

(xiv) Arm's Length Transaction

Ensure that all transactions entered into between the Company and its affiliates shall be on arm's length basis.

(xv) Delay in execution of Transaction Documents

In case of delay in execution of the Debenture Trust Deed and the charge documents, the Company will, at the option of the investors, either refund the subscription amounts together with agreed accrued coupon in relation thereto, or will make payment of penal



interest of 2% p.a. over the coupon till the Debenture Trust Deed and/or the charge documents are executed.

- (xvi) **Default in Payment:** In case of default in payment of principal redemption on the due dates, additional interest of at least 2% p.a. over the coupon will be payable by the company for the defaulting period.
- (xvii) **Delay in Listing:** In case of delay in listing of the Debentures beyond 20 days from deemed date of allotment, the Company will pay penal interest of atleast 1% p.a. over the coupon on the expiry of 30 days from the deemed date of allotment till the listing of such Debentures to the investor.
- (xviii) **Disclosure to stock exchange:** The Issuer shall file the following disclosures along with the listing application to the stock exchange:
 - A. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
 - B. Copy of last three years audited Annual Reports;
 - C. Copy of the Board/ Committee Resolution authorizing the borrowing and list of authorized signatories.
 - D. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/ act/ rules etc. and the same would be uploaded on the website of the Stock exchange, where the Debentures have been listed, within five working days of execution of the same.
 - E. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.
- (xix) **Disclosure to Debenture Trustee:** Issuer shall submit the following disclosures to the Debenture Trustee in electronic form (softcopy) at the time of allotment of the Debentures:
 - A. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
 - B. Copy of last three years' audited Annual Reports;
 - C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
 - D. Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any.
 - E. An undertaking to the effect that the Issuer would, till the redemption of the Debentures, submit the details mentioned in point (D) above to the Debenture Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 or such Listing Agreement entered into pursuant to SEBI LODR as amended from time to time, for furnishing/ publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee.

g. EVENTS OF DEFAULT

The events of default shall also be set out in the Debenture Trust Deed and shall include the following:

a. Payment default



The Issuer fails to pay when due any principal of, or interest on, any Debenture or any other amount payable under any Transaction Document and such failure continues for 30 (Thirty) days.

b. Failure to maintain Security Cover

The Issuer fails to maintain the Security Cover.

c. Failure to comply with obligations

The Issuer fails to comply with any of its obligations under this Disclosure Document or any other Transaction Document (other than for the payment of principal of, or interest on, any Debenture or any other amount payable under any Transaction Document or for maintenance of the Security Cover and such failure continues for a period of 30 (thirty) days after the date on which the Trustee notifies the Issuer of such failure.

d. Misrepresentation

Any representation or warranty made pursuant to Representations and Warranties or in connection with the execution of, or any request under, this Disclosure Document or any other Transaction Document is found to be incorrect or misleading in any material respect where there was reasonable opportunity to the issuer to have rectified the same upon information available to it

e. Bankruptcy Proceedings

(i) The Issuer, takes any step (including petition, giving notice to convene or convening a meeting) for the purpose of making, or proposes or enters into, any arrangement, assignment or composition with or for the benefit of its creditors or ceases or threatens to cease to carry on its business or any substantial part of its business, or is unable, or admits in writing its inability to pay its liabilities as they fall due or otherwise becomes insolvent. Provided that this is not applicable to any assignment transactions made in the ordinary course of business; (ii) an order is made or an effective resolution passed or analogous proceedings taken for the Issuer's winding up, bankruptcy or dissolution or a petition is presented or analogous proceedings taken for the winding up or dissolution of the Issuer; (iii) any encumbrancer lawfully takes possession of, or a liquidator, judicial custodian, receiver, administrative receiver or trustee or any analogous officer is appointed in respect of the whole or any material part of the undertaking or assets of the Issuer; (iv) an attachment, sequestration, distress or execution (or analogous process) is levied or enforced upon or issued against any of the assets or property of the Issuer or for declaring the Issuer as a "sick company" under the Act; or (v) any other event occurs which under any applicable law would have an effect analogous to any of the events listed in this paragraph.

f. Cross Default

In the event of any failure by the issuer under any of the loan agreements in respect of its borrowings, being an event of default under the terms of such loan agreement which results in any enforcement action by the lenders there at, against the issuer and/ or its assets.

g. Authorizations

Any authorization necessary for the Issuer to comply with its obligations under any Transaction Document, or to carry on its business or operations, is not obtained when



required or is rescinded, terminated, lapses or otherwise ceases to be in full force and effect, and is not restored or reinstated within 30 (thirty) days of notice by the Debenture Trustee to the Issuer.

h. Failure to list the Debentures

The Issuer fails to list the Debentures with the Stock Exchange within 20 (twenty) days from the Deemed Date of Allotment.

i. Delisting or suspension from trading of the Debentures

The listing of the Debentures ceases or is suspended (other than for reasons or circumstances which are beyond the control of the Company) at any time prior to the Redemption Date and the Issuer fails to relist the Debentures (other than for reasons or circumstances which are beyond the control of the Company) with the Stock Exchange within 15 (fifteen) days from such cessation or suspension.

j. Cessation of Business

The Issuer ceases to carry on its business or any substantial part thereof or gives notice to the Debenture Trustee of its intention to do so, without obtaining the prior written consent of the Debenture Trustee (acting in accordance with instructions of the Debenture holders).

k. Creation of Security

The Issuer creates or attempts to create any security other than as permitted in the Debenture Trust Deed.

l. Transaction Documents

Any Transaction Document or any of their respective provisions for any reason is terminated, revoked or otherwise rendered unenforceable without obtaining the prior written consent of the Debenture Trustee (acting in accordance with instructions of the Debenture holders).

h. CONSEQUENCES OF AN EVENT OF DEFAULT

At any time after an Event of Default has occurred, and expiry of a cure period of 30 days from occurrence of an Event of Default, the Debenture Trustee on written request by the Debenture Holders will have a right (but not the obligation), to notify the Issuer and require it to redeem in full all the Debentures then outstanding and exercise all other rights as specified the Debenture Trust Deed.

i. SHARING OF INFORMATION

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

j. RIGHTS OF DEBENTURE HOLDER(S)

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



meetings of the issuer. The Debentures shall be subject to other usual terms and conditions incorporated in the Debenture Certificate(s) that will be issued to the allottee(s) of such Debentures by the issuer, as per the Memorandum and Articles of Association of the issuer.

k. THE DISCOUNT AT WHICH SUCH OFFER IS MADE AND THE EFFECTIVE PRICE FOR THE INVESTOR AS A RESULT FOR SUCH DISCOUNT

The Issue of Debentures is being made at par at the Face Value and not at discount.

l. DEBT EQUITY RATIO

The Gross Debt-Equity Ratio prior to, and after the Issue of Debentures is given below:

Particulars	Debt Equity Ratio as per Balance Sheet as on 30th September 2017
Debt Equity ratio Pre Issuance of the Debentures as on 31 st March 2017	2.01
Debt Equity ratio Post Issuance of the Debentures	2.23



The Debt Equity ratio post the Issue will be dependent on the maturities of liabilities and subscription to issue during the Issue Period.

m. SERVICING BEHAVIOR ON THE EXISTING DEBT SECURITIES, PAYMENT OF DUE INTEREST/ PREMIUM ON DUE DATES ON TERM LOANS AND DEBT SECURITIES

The Company has been discharging all its liabilities in time including the payment of interest due on loan facility(s) availed and on debt securities of the Company, principal repayments and payments on redemption repaying to the Banks, Mutual Funds and Financial Institutions. The Company also undertakes to fulfill its future obligations whenever it arises.

n. CONSENT FROM THE PRIOR CREDITOR

The Company shall obtain consent from its prior creditor for a pari-passu charge being created in favour of the Trustee to the proposed Issue.

o. THE CREDIT RATING LETTER ISSUED BY THE RATING AGENCIES SHALL BE DISCLOSED

CARE Limited has assigned 'CARE AA+' (pronounced as CARE double A plus) rating to the Non-Convertible Debenture programme, under which the present Issue is being made.

A copy of the said rating letter is attached hereinafter as Annexure.

p. WHETHER THE SECURITY IS BACKED BY A GUARANTEE OR LETTER OF COMFORT OR ANY OTHER DOCUMENT/ LETTER WITH SIMILAR INTENT

No, the Security is not backed by any guarantee or letter of comfort or any other document/ letter with similar intent.

q. CONSENT OF THE DEBENTURES TRUSTEES FOR HIS APPOINTMENT UNDER REGULATION 4 (4)

"CATALYST TRUSTEESHIP LIMITED" (Formerly GDA TRSUTEESHIP LIMITED) has given their consent for their appointment as the Debenture Trustees to the present issue under Regulation 4 (4) vide the Letter datedrd 13th November 2017 and also in all the subsequent periodical communications send to the holders of the Debentures. The copy of the consent letter dated 13th November 2017 is annexed hereto as Annexure.

Further the Issuer confirms that the consent of the Debenture Trustee has not been withdrawn as of the time of filing of this Information Memorandum with the NSE

r. DETAIL OF LITIGATION OR LEGAL ACTION

To the best of its knowledge, there are no litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last three years. There are no directions issued by any Ministry or Department of the Government to the Company.



s. RELATED PARTY TRANSACTION DURING LAST THREE YEARS**(Rupees lakhs)**

Transactions during the year	Holding Company			Key Management Personnel			Fellow Subsidiary			Total		
	Mar-17	Mar-16	Mar-15	Mar-17	Mar-16	Mar-15	Mar-17	Mar-16	Mar-15	Mar-17	Mar-16	Mar-15
Expenses as per Resource sharing agreement	432	56	-	-	-	-	-	-	-	432	56	-
Expenses paid by company on behalf of other	35	-	-	-	-	-	-	-	-	35	-	-
Reimbursement of expense incurred in behalf of Company	-	2	-	-	-	-	-	-	-	-	2	-
Investment on equity shares	30,000	5,000	800	-	-	-	-	-	-	30,000	5,000	800
Inter corporate loan received	5,000	-	-	-	-	-	-	-	-	5,000	-	-
Inter corporate loan repayment	5,104	-	-	-	-	-	-	-	-	5,104	-	-
Fee for committed credit line	11	-	-	-	-	-	-	-	-	11	-	-
Issue of Share capital (including securities premium)	-	6,000	1,000	-	-	-	-	-	-	-	6,000	1,000
Reimbursement of advance tax and TDS incurred on behalf of the Company	-	-	-	-	-	-	-	-	-	-	-	-
Fullerton India Credit Company Limited	53	28	-	-	-	-	-	-	-	53	28	-

There are no transactions with regard to guarantees given or securities provided with related parties.

t. SUMMARY OF RESERVATIONS/ QUALIFICATIONS OR ADVERSE REMARKS BY AUDITORS IN LAST 5 YEARS

Summary of Auditor Qualification for last 5 years:

Sr. No.	Qualification	Impact on the financial statements and financial position of the Company	Corrective steps
1.	Cash embezzlements and fraud by the employees and external parties.	FY-17; N.A. FY-16; N.A. FY-15; N.A. FY-14; N.A. FY-13; N.A. FY-12; N.A. FY-11; N.A.	



u. DETAILS OF INQUIRY/ INSPECTIONS/ INVESTIGATIONS AS ON 31st March 2017:

There is no inquiry/ inspection/ investigation upon the Company under the Companies Act, 2013 or any previous company law in the last three years. There were no prosecutions filed (whether pending or not) fines imposed, compounding of offences on the Company.

v. DETAILS OF MATERIAL FRAUD COMMITTED AGAINST THE COMPANY IN THE LAST THREE YEARS

Nil

The company pursues necessary action on every fraud committed and presents details of the frauds committed along with actions taken before the audit committee every quarter. The company also makes necessary reporting to National Housing Bank as per the relevant NHB regulations. The services of the employees involved will be terminated and the Company will take legal action against such employees, borrowers and external parties.

w. DETAIL OF REMUNERATION TO DIRECTORS DURING THE CURRENT YEAR AND LAST THREE FINANCIAL YEARS

Except sitting fees, no other remuneration has been paid to any Directors during the current year and last three financial years.

x. AUTHORITY FOR ISSUE

The Shareholders vide resolution dated 26th April 2017 have authorized issuance of Debentures.

As per Board Resolution dated 22nd August 2017 any two persons amongst of the following are authorized to sign and execute such debenture/ security deeds, deeds of mortgage, charge, pledge, hypothecation and such other papers, documents, deeds, term sheets, Mr. Anand Natarajan, Mr. Rakesh Makkar, Mr. Pankaj Malik, Mr. Ravindra Rao and Mr. Jitendra Sohoni.

The said Resolution also authorizes any two of the following executives to execute all necessary documents, undertakings, agreements, deeds, acknowledgments and to complete all other formalities relating to the issue:

Mr. Anand Natarajan, Mr. Rakesh Makkar, Mr. Ravindra Rao, Mr. Pankaj Malik, Mr. Jitendra Sohoni, Mr. Shyam Reddipalli, Mr. Jitendra Maheshwari, Mr. Sreekanth Neelam, Mr. Swaminathan K, Mr. Sunderraman Subramanian, Mr. Swaminathan Subramanian, Mr. Vishal Wadhwa, Mr. Anindya Chaudhuri, Mr. Ajay Pareek and Mr. Sunil Kaw.

y. CHANGE IN ACCOUNTING POLICIES DURING LAST THREE YEARS AND ITS EFFECT ON PROFIT AND RESERVES OF THE COMPANY

FY17

No Change

FY16

No Change

FY15

FY 14



FY 13

z. PROFITS OF THE COMPANY, BEFORE AND AFTER MAKING PROVISION FOR TAX, FOR THE THREE FINANCIAL YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THE DISCLOSURE DOCUMENT:

(INR in Crore)

Particulars	FY 14	FY 15	FY 16	FY 17
Profit before Tax	0.18	0.34	(4.99)	(12.18)
Profit after Tax	0.12	0.22	(4.99)	(12.18)

aa. Dividend declared by the Company and interest coverage ratio (Cash profit after tax plus interest paid/ interest paid)

Year	Dividend declared	Interest coverage ratio	Cash profit before Interest after tax INR Crs	Interest paid INR Crs
2017	NIL	0.06	0.42	7.62
2016	NIL	NIL	NIL	NIL
2015	NIL	NIL	NIL	NIL
2014	NIL	NIL	NIL	NIL
2013	NIL	NIL	NIL	NIL

bb. Declaration by Directors:

Mr. Anand Natarajan, Managing Director, has been authorized by the Board of Directors to issue the declaration that to the best of our knowledge:

- the company has complied with the relevant provisions of the Act and the rules made there under in respect of the subject matter of this Disclosure Document and matters incidental thereto;
- the compliance with the Act and the rules as mentioned at point no.(a) above does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government; and,
- the monies received under the offer shall be used only for the purposes and objects indicated in this Disclosure Document

I am authorized by the Board of Directors of the Company vide resolution dated 22nd August 2017 to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

Date: 15/11/2017
Place: Mumbai

For Fullerton India Home Finance Company Limited



Authorised Signatory

[Signature]

TERM SHEET- SERIES 5

500 (FIVE HUNDRED) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

Issuer	Fullerton India Home Finance Company Limited
Instrument	Listed, Secured, Redeemable, Non-Convertible Debentures.
Issue Size	500 (FIVE HUNDRED)(OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 50,00,00,000/- (RUPEES FIFTY CRORE ONLY) WHICH MAY BE INCREASED TO RS 75,00,00,000/- (RUPEES SEVENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.
Issuance Form	In Dematerialized Form
Credit Rating	'AA+' by CARE Limited
Face Value/ Issue Price/ Redemption Price	Rs. 10,00,000/- each
Minimum Application	10 Debenture and in multiples of 1 Debenture thereafter
Tenure	3.5 years
Maturity Date	20-April-2021
Coupon Rate	8.05% p.a.
Interest Payment dates/ Frequency/Coupon Payment Dates	Payable annually and on maturity
Default Interest rate	2% p.a. over the coupon rate
Put & Call Option	None
Interest on application money	At the respective coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s) up to one day prior to the Deemed Date of Allotment.
Listing	The debentures are proposed to be listed on WDM segment of NSE
Trustee	"CATALYST TRUSTEESHIP LIMITED" (Formerly GDA TRSUTEESHIP LIMITED)
Security	First Pari-Passu Mortgage inter se the Debenture Holders over the company's Immovable Property situated at Plot No. 60, Arlington County Phase III, Mevalurkuppam Village, Sriperumbudur Taluk, Kancheepuram District., Chennai and Pari-Passu First charge on present and future assets of the Company comprising of Loan receivables of the Company arising out of Home Loans, Loan against property transactions and other loans currently aggregating to Rs.1171.3 Crores as on 31 st October 2017 by way of hypothecation. The Company shall submit to the Debenture Trustee the list of loan receivables over which a first pari-passu



	charge has been created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter. The security over loan receivables shall provide a minimum cover of 100% of the total principal and interest payable on Debentures outstanding at any point of time.
Holiday Convention	In case the redemption date falls on a day which is not a Business Day, the payment due shall be made on the preceding working day (the effective date as mentioned above). In case any of the Interest payment date falls on a day which is not a Business Day, the payment due shall be made on the succeeding working day.
Settlement	Payment of interest and principal will be made by way of Cheques/ DD's/ Electronic mode.
Record Date	The 'Record Date' for the Debentures shall be 15 days prior to each interest payment and/ or principal repayment date.
Depository	National Securities Depository Ltd. and Central Depository Services (India) Ltd. (NSDL/ CDSL)
Issue Opens on	20th November 2017
Pay in Dates	From Issue open to Issue closing date
Issue Closing Date	20th November 2017
Deemed Date of Allotment	20 th November 2017

**Bond Cash Flow
Series 5**

Company	Fullerton India Home Finance Limited
Face Value (per security)	Rs 10,00,000
Issue date/ Date of allotment	20-November-2017
Redemption date	20-April-2021
Coupon Rate	8.05% p.a.
Interest payment	Payable annually and on maturity
Day Count Convention	Actual/ Actual

Cash Flows	Date	No of days in coupon period	Amount in Rs.
Interest	20 th November 2018	365	4,02,50,000
Interest	20 th November 2019	365	4,02,50,000
Interest	20 th November 2020	366	4,02,50,000
Interest	20 th April 2021	151	1,66,51,370
Principal	20 th April 2021		50,00,00,000
Total	(Principal + Interest)		63,74,01,370

On subscription of Rs.50,00,00,000 (Rupees Fifty Crores Only)



Annexure IDetails of Borrowings as on 30th September 2017

(Amt Rs cr)

i. Secured Loan Facilities:

Lender's Name	Type of facility	Sanctioned	Disbursed	Principal o/s	Repayment date	Security
Bank of Baroda	Term Loan	200	145	145	Jan/22	First Pari Passu on receivables
Canara Bank	Term Loan	50	38	38	Mar/21	
Federal Bank -I	Term Loan	25	25	25	Sep/19	
Federal Bank -II	Term Loan	40	40	40	Nov/19	
Federal Bank -III	Term Loan	25	25	25	Mar/22	
HDFC Bank -I	Term Loan	50	50	50	Sep/19	
HDFC Bank -II	Term Loan/CC	50	50	50	Mar/22	
HDFC bank TL III	Term Loan	150	50	50	Sep/22	
Syndicate Bank	Term Loan	100	25	25	Sep/22	
State Bank of Mauritius	Term Loan	15	15	15	Mar/22	
	Total	705	463	463		

Arranged alphabetically

ii. Unsecured Loan Facilities:**Nil****iii. Non-Convertible Debentures:**

Series	Original Tenor	Coupon	Amount in Crores	Date of All	Repayment date	Credit Rating	Secured/Unsecured	Security
NCD Series 1	1,087	-	50	5-Jun-17	27-May-20	AA+	Secured	First Pari passu on receivables
NCD Series 2	2,051	8%	40	11-Aug-17	24-Mar-23	AA+	Secured	
NCD Series 3	1,096	7.95%	100	28-Aug-17	28-Aug-20	AA+	Secured	
	Total		190					

ii. Details of Commercial Papers as on 30th September 2017:

Details of Commercial Paper	Face Value
Maturity Date	Amt (In Crs)
Dec-17	25
Total	25

iv. Details of any corporate guarantee(s) issued by the Issuer:

The Company has not issued any corporate guarantee

v. Total Borrowing Outstanding as on 30th September 2017:

Sr. No	Instrument	Outstanding Rs.In Crs
1	Term Loans	463
2	Working Capital	-
3	Non Convertible Debentures	190
4	Commercial Papers	25
5	Tier II Capital	-
	Total	678

vi. Abridged Financials

FULLERTON INDIA HOME FINANCE COMPANY LIMITED					INR Lakhs	
BALANCE SHEET AS AT		Audited	Audited	Audited	Audited	Unaudited
		March 31, 2013	March 31, 2014	March 31, 2015	March 31, 2016	Sept. 2017
		Rs Lakhs	Rs Lakhs	Rs Lakhs	Rs Lakhs	Rs Lakhs
EQUITY AND LIABILITIES						
Shareholders' funds						
Share capital		200	200	1,000	5,762	19,527
Reserves and surplus		16	28	50	-211	14,915
Non-current liabilities						
Long-term borrowings		-	-	-	-	-
Other long term liabilities		-	-	-	27	61,188
Long-term provisions		-	-	-	19	1,317
Current liabilities						
Short-term borrowings		-	-	-	-	-
Other current liabilities		-	-	-	-	2,467
Short-term provisions		1	3	1	877	26,254
		-	-	-	0	44
TOTAL		217	231	1,051	6,474	1,26,933
ASSETS						
Non-current assets						
Fixed assets						
Tangible assets		-	-	-	34	58
Intangible assets		-	-	-	-	11
Intangible assets under development		-	-	-	-	-0
Non-current investments		-	-	-	-	-
Deferred Tax		-	-	-	-	-
Long-term loans and advances		-	-	1	2,386	1,04,368
Other non-current assets		1	1	-	15	615
Current assets						
Current investments		-	-	-	-	-
Trade receivables		-	-	-	2,526	12,665
Cash and bank balances		213	226	1,029	-	-
Short-term loans and advances		-	-	-	1,425	1
Other current assets		3	4	21	74	4,966
TOTAL		217	231	1,051	6,474	1,26,933



INR Lakhs

FULLERTON INDIA HOME FINANCE COMPANY LIMITED						
STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED	Audited	Audited	Audited	Audited	Audited	Unaudited
	March 31, 2013	March 31, 2014	March 31, 2015	March 31, 2016	March 31, 2017	Sept, 2017
	Rs Lakhs	Rs Lakhs	Rs Lakhs	Rs Lakhs	Rs Lakhs	Rs Lakhs
Income						
Revenue from operations	-	-	39	111	2,328	4,867
Other income	19	20	-	120	237	102
Total revenue (I)	19	20	39	231	2,565	4,969
Expenses						
Employee benefit expense	-	-	-	269	1,522	1,400
Other expenses	1	1	5	448	1,001	816
Depreciation and amortization expense	-	-	-	4	21	14
Finance costs	-	-	-	-	762	1,894
Provisions and write-offs	-	-	-	10	478	726
Total expenses (II)	1	1	5	730	3,784	4,850
Profit before tax (III) =(I)-(II)	18	18	34	(499)	(1,218)	118
Tax expenses						
Income tax for the year	6	6	12	-	-	-
Total tax expense (IV)	6	6	12	-	-	-
Profit for the year (III)-(IV)	12	12	22	(499)	(1,218)	118



FULLERTON INDIA HOME FINANCE COMPANY LIMITED

INR Lakhs

Cash Flow Statement for the period ended

	March 31, 2017	March 31, 2016	March 31, 2015	March 31, 2014	March 31, 2013
	Rupees 'crore	Rupees 'crore	Rupees 'crore	Rupees 'crore	Rupees 'crore
A. Cash flow from operating activities:					
Net profit before taxation	(1,218)	(499)	34	18	18
Non-cash adjustment to reconcile profit before tax to net cash flows					
Depreciation and amortization	21	4	-		
(Profit)/Loss on sale of investments	(237)	(120)	-		
Interest on fixed deposits and bonds	(125)	(86)	-		
Interest income on investments	(16)	-	-		
Discount on commercial paper	59				
Provision for sub standard assets and bad debts written off	478	10	-		
Provision for employees benefits	29	10	-		
Amortisation of ancillary borrowing cost/ Loan processing fees	4	-	-		
Unamortised loan origination costs	308	(17)			
Unamortised loan processing fees	(34)	34	-		
Operating profit before working capital changes	(732)	(665)	34	18	18
Movements in working capital :					
- (Increase)/ decrease in long term loans and advances	(43,854)	(2,374)	0	0	0
- (Increase)/decrease in short term loans and advances	(1,195)	(74)	0	0	0
- (Increase)/ decrease in other current assets	(666)	(12)	(17)	(0)	(0)
- Increase/(decrease) in current liabilities	12,142	868	(1)	1	1
- Increase/(decrease) in other long term liabilities	620				
- (Increase)/ decrease in other non current assets	(280)				
Cash generated from operations	(33,965)	(2,256)	16	20	18
- Income taxes (paid) / received	3	(12)	(12)	(6)	(7)
Net cash from operating activities (A)	(33,962)	(2,267)	3	13	12
B. Cash flow from investing activities:					
Purchase of fixed assets & intangibles	(53)	(38)	0	0	0
Sale of non-current investments	(220,170)	(34,276)	0	0	0
Sale / maturity of investments	194,275	31,870	0	0	0
Fixed deposit placed during the year	(4,500)	(865)	(1,038)	(224)	(212)
Fixed deposit matured during the year	865	1,029	233	212	190
Interest received on fixed deposits and bonds	81	106	0	0	0
Interest received on investments	0				
Net cash from investing activities (B)	(29,502)	(2,173)	(805)	(12)	(22)
C. Cash flow from financing activities (C)					
Proceeds from issuance of share capital (including share premium)	30,000	5,000	800		
Proceeds from long/short term borrowings from banks and financial institutions	39,567				
Repayment from long/short term borrowings from banks and financial institutions	(5,000)				
Payment of ancillary borrowing cost	(60)				
Net cash used in financing activities (C)	64,507	5,000	800	0	0
Net increase/(decrease) in cash and cash equivalents (A)+(B)+(C)	1,044	559	(2)	1	(10)
Cash and cash equivalents as at the beginning of the year	560	0	2	1	11
Cash and cash equivalents as at the end of the year	1,603	560	0	2	1
(refer note 28)					
Components of cash and cash equivalents as at					
Cash and cheques on hand					
With banks - on current account (net of bank overdraft)	503	560	0	2	1
- on deposit account	1,100				
	1,603	560	0	2	1



Abridged Financials – Standalone

INR Lakhs

FULLERTON INDIA HOME FINANCE C	Year	Year	Year	Year	Year	Year
Profit and Loss Account	Audited	Audited	Audited	Audited	Audited	Unaudited
Particulars	31-Mar-13	31-Mar-14	31-Mar-15	31-Mar-16	31-Mar-17	30-Sep-17
Income						
Income from Financing Operations	-	-	39	111	2,328	4,867
Less: Financial Expenses	-	-	-	-	762	1,894
Net Interest Income	-	-	39	111	1,566	2,973
Other income	19	20	-	120	237	102
Total	19	20	39	231	1,803	3,074
Expenditure						
Employess' Cost	-	-	-	269	1,522	1,400
Administrative and Other Expenses	1	1	5	448	1,001	816
Depreciation	-	-	-	4	21	14
Bad Debts Written off/ Provision (net of add back)	-	-	-	10	478	726
Total Expenditures	1	1	5	730	3,022	2,956
PBT	18	18	34	(499)	(1,218)	118
Tax Expense						
Income tax/ wealth Tax	6	6	12	-	-	-
PAT	12	12	22	(499)	(1,218)	118



INR Lakhs

FULLERTON INDIA HOME FINANCE COMPANY		Audited	Audited	Audited	Audited	Audited	Unaudited
Balance Sheet as on:		31-Mar-13	31-Mar-14	31-Mar-15	31-Mar-16	31-Mar-17	30-Sep-17
Sources of Funds							
Shareholder's Fund							
Share Capital		200	200	1,000	5,762	19,527	19,527
Reserves and Surplus		16	28	50	-211	14,805	14,915
Profit and Loss		12	12	22	-499	-1,218	118
		216	228	1,050	5,551	34,332	34,443
Loan Funds							
Secured Loans		-	-	-	-	32,250	65,250
Unsecured Loans		-	-	-	-	2,376	2,467
		-	-	-	-	34,626	67,717
Current Liabilities and Provisions							
Current Liabilities		1	3	1	903	13,632	23,508
Provisions		-	-	-	20	526	1,264
		1	3	1	923	14,158	24,772
Total		217	231	1,051	6,474	83,116	1,26,933
Application of Funds							
Fixed Assets							
Gross Block		-	-	-	38	76	94
Less Depreciation		-	-	-	-4	-23	-36
Net Block		-	-	-	34	53	58
Capital work in progress		-	-	-	-	0	-
Intangible Assets		-	-	-	-	13	11
Investments		-	-	0	2,526	28,673	12,665
Non-current assets							
Other non current asset		1	1				
Current assets, Loans and Advances							
Cash and Bank Balances		213	226	1,029	1,425	6,103	4,966
Loan and Advances		-	-	1	2,460	47,529	1,07,598
Other Current Assets		3	4	21	29	745	1,635
		216	230	1,051	3,914	54,377	1,14,198
Total		217	231	1,051	6,474	83,117	1,26,933





CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF FULLERTON INDIA HOME FINANCE COMPANY LIMITED HELD ON 22 AUGUST, 2017 AT MUMBAI

Issuance of debt securities

"RESOLVED THAT in continuation of earlier resolution and pursuant to the resolution passed by the shareholders of the Company at their meeting held on 26 April, 2017 and further pursuant to the provisions of section 42 and 71 read with Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, Securities and Exchange Board of India (Issuance and Listing of Debt Securities) Regulations, 2008, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and such other applicable provisions and rules, if any, of the Companies Act, 2013 (including any amendment(s), statutory modification(s) or re-enactment thereof) and relevant regulations as issued by National Housing Bank from time to time (including any amendment(s), modification(s) thereof), the Board of Directors of the Company is authorized to issue on private placement basis, in one or more series or tranches, long term non-convertible redeemable debentures ("Debentures") provided the total face value of debentures offered in the next one year, beginning from 15 March, 2017, does not exceed an amount of Rs. 1,000 crores (Rupees One Thousand Crores only).

RESOLVED FURTHER THAT the any two members of the Borrowing Committee be and are hereby authorized to consider, transact and decide matters, from time to time, pertaining to offering on private placement of Debentures, including but not limited to finalization and issuance of any offer letter, deciding on and payment of arranger fee, deciding and finalizing terms of issue, redemption, minimum application, interest on application money, if any, put/call options (subject to compliance with relevant legislative and regulatory provisions, for the time being in force), security, and any one member of the Borrowing Committee, be and are hereby authorized to allot the Debentures in one or more tranches, including, where so considered appropriate, amount payable on application and further amounts as may be called from time to time and the allotment thereof to any one or more investors including any banks, pension funds, mutual funds and other entities including but not limited to multilateral development organization, institutional investors, financial institutions, companies or other person and/or other eligible investors and further to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Securities and Exchange Board of India and/or Stock Exchange/s where such Debentures would be listed and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issue of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law.

RESOLVED FURTHER THAT any two persons among the Authorized Persons for Borrowing be and are hereby jointly authorized to execute all the necessary forms, returns, other documents, undertakings, agreements, deeds, acknowledgements and to complete all other formalities to give effect to this resolution.

Fullerton India Home Finance Co. Ltd.
Corp. Off. : Floor 6 B Wing, Supreme Business Park, Supreme City Powai, Mumbai 400 076
Regd. Off: Megh Towers, Floor 3, Old No. 307, New No. 165, Poonamallee High Road, Madhavavoyal, Chennai 600 095
E: grihashakti@fullertonindia.com | www.grihashakti.com | Toll free No. 1800 102 1003 | CIN : U65922TN2010PLC076972



Jitendra Maheshwari
Company Secretary

[Faint, illegible handwritten notes]





CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF
FULLERTON INDIA HOME FINANCE COMPANY LIMITED HELD ON APRIL 26, 2017 AT MUMBAI.

To approve issuance of debt securities pursuant to the provisions of section 42 and 71 of the
Companies Act, 2013 on private placement basis not exceeding Rs. 1000 crores.

"RESOLVED THAT in supersession of all earlier resolutions on the matter and pursuant to the provisions of section 42 and 71, read with Companies (Prospectus and Allotment of Securities) Rules, 2014 and Companies (Share Capital and Debentures) Rules, 2014, Securities and Exchange Board of India (Issuance and Listing of Debt Securities) Regulations, 2008, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and such other applicable provisions and rules, if any, of the Companies Act, 2013 (including any amendment(s), statutory modification(s) or re-enactment thereof) and relevant regulations as issued by National Housing Bank from time to time (including any amendment(s), modification(s) thereof), consent of the members of the Company be and is hereby provided to the Board of Directors or to such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, to issue on private placement basis, in one or more series or tranches, long term non convertible redeemable debentures ("Debentures") provided the total face value of debentures offered in the next one year, beginning for the date of this meeting, does not exceed an amount of Rs. 1,000 crore (Rupees One Thousand Crores only), excluding Debentures already issued.

RESOLVED FURTHER THAT the Board of Directors or to such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, be and are hereby authorised to decide the additional terms and conditions of the offer, purpose of the offer, face value, listing of debentures on stock exchanges, offering security against the debentures issued and all other matters related to issue of long term non-convertible debentures including providing necessary authorizations for carrying out the functions mentioned herein and for execution of necessary documents, undertakings, agreements, deeds, acknowledgements and to all such acts, deeds, matters and things as may be deemed necessary and expedient for issue of long term non convertible redeemable debentures.

RESOLVED FURTHER THAT any persons authorized by the Board be and are hereby jointly authorized to execute all the necessary forms, returns, other documents, undertakings, agreements, deeds, acknowledgements and to complete all other formalities to give effect to this resolution."

For Fullerton India Home Finance Company Ltd

A handwritten signature in black ink, appearing to read 'Jitendra Maheshwari'.

Jitendra Maheshwari
Company Secretary



Fullerton India Home Finance Company Limited is a company incorporated in India under the Companies Act, 1956 and is a member of the Reserve Bank of India. The company is authorized to accept deposits from the public and to lend money to individuals and companies. The company is also authorized to issue debentures and to engage in other financial activities. The company is a subsidiary of Fullerton Financial Services Limited.



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF
FULLERTON INDIA HOME FINANCE COMPANY LIMITED HELD ON APRIL 26, 2017 AT MUMBAI.**

To approve power to borrow funds pursuant to the provisions of section 180(1)(c) of the Companies Act, 2013, not exceeding Rs. 2,500 crores.

"RESOLVED THAT in supersession of all earlier resolutions on the matter and pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or re-enactment thereof, for the time being in force), the rules notified thereunder and the Articles of Association of the Company, consent of the members of the Company be and is hereby provided to the Board of Directors or to such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, to borrow at any time or from time to time, any sum or sums of money(ies) which together with monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business), exceeding the aggregate of paid-up share capital of the Company and its free reserves, provided that the total amount so borrowed shall not at any time exceed Rs. 2,500 crores (Rupees Two Thousand Five Hundred Crores only)

RESOLVED FURTHER THAT the Board of Directors or such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, be and are hereby authorized to arrange or settle the terms and conditions on which all such monies are to be borrowed from time to time as to interest, repayment, security or otherwise howsoever as it may think fit and to do all other acts, deeds, matters and things as may be deemed necessary and incidental for giving effect to the above, including execution of all such documents, instruments and writings, as may be required."

For Fullerton India Home Finance Company Ltd

Jitendra Maheshwari
Company Secretary

Fullerton India Home Finance Company Limited
Floor 5, 11, 12, Supreme Building, Park, Supreme City, P. W. Marine 400 018
Corporate Office: 11, 12, Supreme Building, Park, Supreme City, P. W. Marine 400 018
Registered Office: 11, 12, Supreme Building, Park, Supreme City, P. W. Marine 400 018
E-mail: info@fullertonindia.com, fullertonindia@fullertonindia.com



CATALYST
Believe in yourself... Trust Us



CL/PUN/17-18/DEB/70

13.11.2017

To
Rachit Gupta
SVP Treasury
Fullerton India Home Finance Company Limited
Floor 6, B Wing, Supreme Business Park,
Supreme City, Powai,
Mumbai - 400 076.

Dear Sir

Re: Debenture Trusteeship for the proposed issue of Secured Redeemable, Non-Convertible Debentures of Rs. 50 Crores with a green shoe option to retain upto Rs. 25 Crores under Series - 5.

We refer to your letter dated 13.11.2017 informing that your company proposes to issue Secured Redeemable Non-Convertible Debentures of Rs. 50 Crores with a green shoe option to retain upto Rs. 25 Crores under "Series 5" of FY- 2017-18 on private placement basis.

We hereby convey our acceptance to act as Debenture Trustees for the said issue of Secured Redeemable Non-Convertible Debentures of Rs. 50 Crores with a green shoe option to retain upto Rs. 25 Crores under "Series 5" of FY- 2017-18 on private placement basis.

The Company and the Trustee shall enter into relevant Trustee Agreement as required by Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993. The company shall also create the security offered within three months from the date of closure of issue and comply with the provisions of applicable laws.

Assuring you the best professional services.

Thanking you.

Yours faithfully,

Authorized Signatory

CATALYST TRUSTEESHIP LIMITED (INCORPORATED IN INDIA)

Member Office: Office No. 63, 65, 66th Floor, B Wing, Mittal Tower, Nariman Point, Mumbai 400021. Tel: +91 (22) 4602 0000. Fax: +91 (22) 4412 0456.
Regd. Office: CDA House Plot No. 35, Supreme Colony (Majura) Road, Pune 411 011. Tel: +91 (20) 2528 0000. Fax: +91 (20) 2528 0275.
Sole Office: Office No. 213, 2nd Floor, Narayana House, P. Ashutosh Chavan Marg, Khar, South - 400 055. Tel: 07 43074701.
CIN No. U74999MH2017PLC200212. Email: catalysttrustee@gmail.com Website: www.catalysttrustee.com

Pune | Mumbai | Bangalore | Delhi | Chennai

At 10.00 AM on 13.11.2017





CARE/MO/RL/2017-18/3204

Mr. Ravindra Rao
Chief Executive Officer
Fullerton India Home Finance Company Ltd
Floor 6, B Wing,
Supreme Business Park,
Supreme City, Powai,
Mumbai- 400 076

November 14, 2017

Confidential

Dear Sir,

Credit rating for Long term debt

Please refer to our letter dated October 12, 2017 and to your request for revalidation of the rating assigned to Long-term debt of your company, for a limit of Rs. 1,000 crore.

2. The following ratings have been reviewed:

Instrument	Amount (Rs. crore)	Amount Outstanding as on November 13, 2017 (Rs. crore)	Rating	Remarks
Long term debt	1,000.00 (Rupees One Thousand crore only)	335.00 (Rupees Three Hundred thirty five crore only)	CARE AA+: Stable (Double A Plus; Outlook: Stable)	Reaffirmed

- Refer Annexure I for details of rated facilities
- Please arrange to get the rating revalidated, in case the proposed issue is not made within six months from the date of this letter.
- Please inform us the below-mentioned details of issue immediately, but not later than 7 days from the date of placing the instrument.

Instrument type	ISIN	Issue Size (Rs. cr)	Coupon Rate	Coupon Payment Dates	Terms of Redemption	Redemption date	Name and contact details of Debentur e Trustee	Details of top 10 investor s
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Complete definitions of the ratings assigned are available at www.careratings.com and in other CARE publications

Page 1 of 3

CARE Ratings Limited
(Formerly known as Credit Analysis & Research Limited)

4th Floor, Gateway Coliseum, Somanas Hospital Road, Off Bandra Express Highway, Sion (E), Mumbai - 400 022
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6. CARE reserves the right to undertake a surveillance/review of the rating from time to time, based on circumstances warranting such review, subject to at least one such review/surveillance every year.
7. CARE reserves the right to revise/reaffirm/withdraw the rating assigned as also revise the outlook, as a result of periodic review/surveillance, based on any event or information which in the opinion of CARE warrants such an action. In the event of failure on the part of the entity to furnish such information, material or clarifications as may be required by CARE so as to enable it to carry out continuous monitoring of the rating of the debt instruments, CARE shall carry out the review on the basis of best available information throughout the life time of such instruments. In such cases the credit rating symbol shall be accompanied by "ISSUER NOT COOPERATING". CARE shall also be entitled to publicize/disseminate all the afore-mentioned rating actions in any manner considered appropriate by it, without reference to you.
8. Users of this rating may kindly refer our website www.careratings.com for latest update on the outstanding rating.
9. CARE ratings are not recommendations to buy, sell, or hold any securities. If you need any clarification, you are welcome to approach us in this regard.

Thanking you,


[Jude Varghese]
Deputy Manager

jude.varghese@careratings.com

Yours faithfully,


[Aditya Acharekar]
A.G.M.

aditya.acharekar@careratings.com

End.: As above

Disclaimer

CARE's ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. CARE has based its ratings/outlooks on information obtained from sources believed by it to be accurate and reliable. CARE does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE have paid a credit rating fee, based on the amount and type of bank facilities/instruments. In case of partnership/proprietary concerns, the rating/outlook assigned by CARE is based on the capital deployed by the partners/proprietor and the financial strength of the firm at present. The rating/outlook may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor in addition to the financial performance and other relevant factors.

Page 2 of 3

CARE Ratings Limited
(Formerly known as Credit Analysis & Research Limited)

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Tel: +91-22- 6754 3456 • Fax: +91-22- 022 6754 3457 • www.careratings.com • CIN: L67190MH1992PLC071691



Annexure I

Details of rated instruments as on November 13, 2017

Facilities/Instruments	Name of the Bank	Tenure	Amount (Rs. Cr.)
Outstanding Bank Term Loan	HDFC Bank Ltd	Long term	50.00
	HDFC Bank Ltd.		50.00
	State Bank of Mauritius		15.00
TOTAL OUTSTANDING			115.00
NCD			220.00
Proposed			665.00
	Total		1000.00

Page 3 of 3

CARE Ratings Limited
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Ref. No: NSE/LIST/25891

November 14, 2017

The Company Secretary,
Fullerton India Home Finance Company Limited
Megh Towers, Third Floor,
Old No-307, New No-165,
Poonamallee High Road, Maduravoyal,
Chennai - 600 095, Tamil Nadu

Kind Attn: Mr. Pankaj Malik

Dear Sir,

Sub: In-principle approval for Listing of Rated, Secured, Redeemable, Non-Convertible Debentures to be issued on Private Placement basis by Fullerton India Home Finance Company Limited

This is with reference to your application for in-principle approval for listing on the Debt Market segment of the Exchange of Rated, Secured, Redeemable, Non-Convertible Debentures of face value of Rs.10 Lakh each aggregating to Rs. 50 Crore which may be increased to Rs 75 Crore in the event the green shoe option is exercised, issued at par on Private Placement Basis. In this regard, the exchange is pleased to grant in-principle approval for the said issue.

Kindly note that these debt instruments may be listed on the Exchange after the allotment process has been completed provided the securities of the issuer are eligible for listing on the Exchange as per our listing criteria and the issuer fulfills the listing requirements of the Exchange. The issuer is responsible to ensure compliance with all the applicable guidelines issued by appropriate authorities from time to time including SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

Yours faithfully,
For National Stock Exchange of India Limited

Lakesh Bhandari
Manager

(This Document is Digitally Signed)

Regd. Office: Exchange Plaza, Plot No. C/1, C-Block, Bandra-Est. Complex, Bandra (E), Mumbai 400 051, India. CIN: U67201MH1992PLC049749
Tel: +91 22 24398433/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/00
Web site: www.nseindia.com Email: info@nseindia.com



Date: Nov 14, 2017 12:54:15 PM
Location: NSE

