

Series: Series 16

DOCUMENT CONTAINING DISCLOSURES AS PER SCHEDULE 1 OF SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time and Private Placement Offer Letter Pursuant to Section 42 and Section 71 of the Companies Act, 2013 and Rule 14(3) of Companies (Prospectus and Allotment of Securities) Rules, 2014 and Rule 18 of the Companies (Share Capital And Debentures) Rules, 2014 and Chapter XI of Mater Direction – Non Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021



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, Floor 6, B Wing, Supreme IT Park, Supreme City, Behind Lake Castle, Powai, Mumbai - 400 076, Maharashtra

Website: www.grihashakti.com

Contact person: Mr. Animesh Chatterjee

Email: Animesh.Chatterjee@fullertonindia.com

DISCLOSURE DOCUMENT FOR PRIVATE PLACEMENT OF 1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED AT PAR ("DEBENTURES") BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED (THE "ISSUER") ON PRIVATE PLACEMENT BASIS (THE "ISSUE").

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 'CRISIL AAA/Stable' (pronounced as CRISIL triple A stable) by CRISIL Limited vide letter 22nd March 2021.

REGISTRAR TO THE ISSUE

DEBENTURE TRUSTEE



LINK INTIMELINK INTIME
INDIA HOME FINANCE COMPANY LIMITED**Link Intime India Pvt. Limited**C-101, 1st Floor, 247 Park, Lal Bahadur Shastri
Marg, Vikhroli (West) Mumbai – 400083**CATALYST**

Bonds | Deposits | Structured

**Catalyst Trusteeship Limited (Formerly GDA
TRUSTEESHIP LIMITED)**GDA House, First Floor, Plot No. 85, S. No. 94 & 95,
Bhusari Colony (Right), Paud Road, Pune - 411 038**LISTING**

The aforesaid Debentures of the Company are proposed to be listed on the Negotiated Trade Reporting Platform erstwhile known as wholesale debt market segment of the National Stock Exchange of India Ltd (“NSE”).

ISSUEIssue Opens on: 25th March 2021Issue Closing on: 25th March 2021Investor’s pay in to Exchange: 26th March 2021Deemed Date of Allotment: 26th March 2021

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 investors 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 (Issue 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 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 (Issue and Listing of Debt Securities) Regulation, 2008 (as amended from time to time), 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.

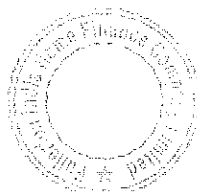
DISCLAIMER IN RESPECT OF RATING AGENCIES

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.

[WILFUL DEFAULTER



Neither the Company nor any of its directors or promoters have been categorized as a 'Wilful Defaulter' by any bank or financial institution as per the relevant guidelines issued by the Reserve Bank of India.]

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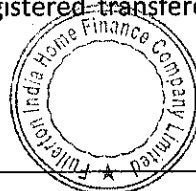
DEFINITIONS AND ABBREVIATIONS

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 means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person (where " control " means the power to direct the management or policies of a Person, directly or indirectly, provided that the direct or indirect ownership of 20% (twenty per cent) or more of the voting share capital of a Person is deemed to constitute control of such Person, and " controlling " and " controlled " have corresponding meanings). |
| 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 or a holiday declared under section 25 of the Negotiable Instruments Act, 1881) 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 |



| Term | Description |
|--------------------------|---|
| | 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. |
| CDSL | Central Depository Services (India) Limited |
| NSDL | National Securities Depository Limited |
| Date of Allotment | 26 th March 2021 |
| Debentures | 1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED AND TWENTY 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 |
| Deed(s) of Hypothecation | Deed(s) of Hypothecation to be entered between the Company and the Debenture Trustee for the creation of security |
| Deemed Date of Allotment | The date at which allotment will be done i.e. 26 th March 2021 |
| 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 |
| Disclosure Document | This Disclosure Document/ Information Memorandum/ Private Placement Offer Letter through which the Debentures are offered on private placement basis |
| DP-ID | Depository Participant Identification Number |
| EBP | NSE electronic bidding platform for issuance of debt securities on private placement basis |
| EGM | Extra Ordinary General Meeting |
| FICCL | FICCL shall mean Fullerton India Credit Company Limited which holds 100% of shareholding in FIHFCL. |
| FPI | Foreign Portfolio Investors as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as registered with SEBI. |
| LODR | SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be amended from time to time. |
| HFC | Housing Finance Company |
| NHB | National Housing Bank |
| NHB Regulations | Housing Finance Companies issuance of Non-convertible Debentures on private |



| Term | Description |
|-------------------------------|--|
| | placement basis (NHB) Directions, 2014 issued by the NHB vide Master Circular no. NHB(ND)/DRS/REG/MC-02/2018 dated July 2, 2018 read along with the RBI notification dated October 22, 2020 on Review of regulatory framework for Housing Finance Companies (HFCs), as applicable. |
| 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 |
| PAN | Permanent Account Number |
| Person | means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organisation, Authority or any other entity whether acting in an individual, fiduciary or other capacity. |
| Rating Agency | Rating Agency being CRISIL Limited |
| RBI | Reserve Bank of India |
| Record Date | In relation to any date on which a payment has to be made by the Issuer in respect of the Debentures, the date that is 15 (fifteen) days prior to that payment date |
| Register of Debenture Holders | The register maintained by the Company in accordance with Section 88 of the Companies Act 2013 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 |
| SEBI Debt Listing Regulations | 1. SEBI (Issue and Listing of Debt Securities) Regulations 2008, and amendments contained in the SEBI (Issue and Listing of Debt Securities) Amendment Regulations, 2012; |
| 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. Deed(s) of Hypothecation 4. This Disclosure Document 5. Any other document that may be mutually designated as a transaction document by the Debenture Trustee and the Company |



This Disclosure Document shall be read in conjunction with the Debenture Trust Deed and the other Transaction Documents and it is agreed between the Debenture Trustee and the Issuer that in case of any inconsistency or conflict between this Disclosure Document and the Debenture Trust Deed, the provisions of each document should be harmoniously interpreted and only to the extent of inconsistency the Debenture Trust Deed shall prevail over Disclosure Document.

DEBENTURE ISSUE

1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY 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 as required under the SEBI Debt Listing Regulations and regulations provided by NHB vide Master Circular no. NHB(ND)/DRS/REG/MC-02/2018 dated July 2, 2018 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.

PARENTAGE RISK FACTORS

Temasek Holdings (Private) Limited ("**Temasek**"), its subsidiaries and affiliates are not the obligors under the Debentures issued. Payment by the Issuer of interest and principal under its outstanding indebtedness, including the Debentures, is not backed by the credit of, or supported by any guarantee in any form from, Temasek, its subsidiaries or affiliates.

Fullerton India Credit Company Ltd currently holds 100% of FIHFCL. FICCL can cease to beneficially own, directly or indirectly majority interest in FIHFCL which can result in change of control.

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 'CRISIL AAA/Stable' (pronounced as CRISIL triple A stable) by CRISIL Limited vide their letter 22nd March 2021

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 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 REQUIREMENTS UNDER FORM PAS – 4 PRESCRIBED UNDER THE COMPANIES ACT, 2013

The table below sets out the disclosure requirements as provided in PAS-4 and the relevant pages in this Information Memorandum where these disclosures, to the extent applicable, have been provided.

| Sr. No. | Disclosure Requirements | Refer clause in this Document |
|----------|---|-------------------------------|
| 1 | GENERAL INFORMATION | |
| a. | Name, address, website and other contact details of the company indicating both registered office and corporate office. | Issuer Information |
| b. | Date of incorporation of the company. | II |
| c. | Business carried on by the company and its subsidiaries with the details of branches or units, if any. | II |
| d. | Brief particulars of the management of the company. | XIII |
| e. | Names, addresses, DIN and occupations of the directors | X |
| f. | Management's perception of risk factor | III |
| g. | Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of: | None |
| i) | Statutory dues; | None |
| ii) | Debentures and interest thereon; | None |
| iii) | Deposits and interest thereon; and | None |
| iv) | Loan from any bank or financial institution and interest thereon. | Annexure I |



| Sr. No. | Disclosure Requirements | Refer clause in this Document |
|----------|---|-------------------------------|
| h. | Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process. | Issuer information |
| | Any default in Annual filing of the Company under the Companies Act, 2013 or the rules made thereunder. | None |
| 2 | PARTICULARS OF THE OFFER | |
| a. | Financial position of the Company for last 3 years. | Annexure II |
| b. | Date of passing of board resolution. | Annexure IV |
| c. | Date of passing of resolution in the general meeting, authorizing the offer of securities. | Annexure IV |
| d. | Kinds of securities offered (i.e., whether share or debenture) and class of security, the total number of shares or other securities to be issued. | XXX |
| e. | Price at which the security is being offered including the premium, if any, along with justification of the price. | TERM SHEET |
| f. | Amount which the company intends to raise by way of securities. | TERM SHEET |
| g. | Terms of raising of securities: | TERM SHEET |
| (i) | Duration, if applicable; | TERM SHEET |
| (ii) | Rate of dividend; | N.A. |
| (iii) | Rate of interest; | TERM SHEET |
| (iv) | Mode of payment; and | XXIV |
| (v) | Mode of repayment. | XXV |
| h. | Proposed time schedule for which the private placement offer cum Application letter is valid. | XXX |
| i. | Purposes and objects of the offer. | XXX |
| j. | Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects. | N.A. |
| k. | Principle terms of assets charged as security, if applicable. | N.A. |
| l. | The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations. | XVIII-9 |
| m. | Mode of payment for subscription: Demand Draft Other Banking Channels | XXIV |
| 3 | DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC | |
| a. | Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons. | XVIII (point no 16) |
| b. | Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding | XVIII (point no 17) |

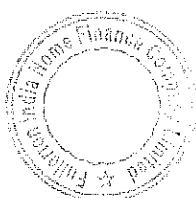


| Sr. No. | Disclosure Requirements | Refer clause in this Document |
|----------|--|-------------------------------|
| | the year of the circulation of the issue of private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed. | |
| c. | Remuneration of directors (during the current year and last three financial years). | XLVIII |
| d. | Related party transactions entered during the last three financial years immediately preceding the year of issue of private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided. | XLIV |
| e. | Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of private placement offer cum application letter and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark. | XLV |
| f. | Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding, the year of issue of private placement offer cum application letter in the case of company and all of its subsidiaries. Also, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the private placement offer cum application letter and if so, section-wise details thereof for the company and all of its subsidiaries. | XVIII (Point no 19) |
| g. | Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company | XLVII |
| 4 | FINANCIAL POSITION OF THE COMPANY | |
| a. | The capital structure of the company in the following manner in a tabular form: | IV |
| (i)(a) | The authorised, issued, subscribed and paid-up capital (number of securities, description and aggregate nominal value); | IV-A |
| (b) | Size of the present offer; and | IV-A |
| (c) | Paid up capital: | IV-A |
| (A) | After the offer; and | IV-A |
| (B) | After conversion of convertible instruments (if applicable); | IV-A |
| (d) | Share premium account (before and after the offer). | IV-A |



| Sr. No. | Disclosure Requirements | Refer clause in this Document |
|----------|---|-------------------------------|
| (ii) | The details of the existing share capital of the issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration. | V |
| | Provided that the issuer company shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter separately indicating the allotments made for considerations other than cash and the details of the consideration in each case. | V |
| b. | Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of issue of private placement offer cum application. | LI |
| c. | Dividends declared by the company in respect of the said three financial years. | LII |
| d. | A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of circulation of private placement offer cum application letter. | Annexure II |
| e. | Audited Cash Flow Statement for the three years immediately preceding the date of issue of private placement offer cum application letter. | Annexure II |
| f. | Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company. | L |
| 5 | A DECLARATION BY THE DIRECTORS THAT | |
| a. | The company has complied with the provisions of the Act and the rules made thereunder. | LIII |
| b. | The compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government. | LIII |
| c. | The monies received under the offer shall be used only for the purposes and objects indicated in the Private placement Offer cum Application letter. | LIII |

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 AND SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14(3) OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014.



ISSUER INFORMATION

Name, Address, website, if any, and other contact details of the company indicating both registered office and corporate office:

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

Company Secretary and Compliance Officer:

Ms. Seema Sarda

Company Secretary and Compliance Officer

Supreme Business Park, Floor 6, B Wing, Supreme IT Park, Supreme City, Powai Mumbai 400 076. Tel. No. 022 – 6749 1234 Fax: 022 – 67103309.

Chief Financial Officer:

Mr. Pankaj Malik

Chief Financial Officer

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

Chief Executive Officer & Whole Time Director:

Mr. Rakesh Makkar

Supreme Business Park, Floor6, B Wing, Supreme IT Park, Supreme City, Behind Lake Castle 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

GDA House, First Floor, Plot No. 85, S. No. 94 & 95,

Bhusari Colony (Right), Paud Road

Pune - 411 038

Registrar:

Link Intime India Pvt. Ltd.



C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg,
Vikhroli (West) Mumbai - 400083

Rating Agency:**CRISIL Limited:**

CRISIL Home, Central Avenue
Hiranandani Business Park
Powai, Mumbai-400076

I. Name and Address of the Directors as on 19th March, 2021

| Sr. No. | Name | Address | Designation | DIN | Occupation |
|---------|----------------------|--|--|----------|-------------------------|
| 1. | Mr. Anindo Mukherjee | 70, Grange Road #04-01 Grange 70, Singapore 249574 | Non-executive Director | 00019375 | Employment |
| 2. | Ms. Sudha Pillai | D-241 (2 nd Floor), Sarvodaya Enclave, New Delhi – 110017 | Additional Director (Independent Director) | 02263950 | Retired IAS Officer |
| 3. | Dr. Milan 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 |
| 4. | Mr. Rakesh Makkar | 1202, 12 th Floor, Oberoi Splendor, Wing- B, JVL Road, Andheri (E) Mumbai-400060 | CEO & Whole- Time Director | 01225230 | Employment |
| 5. | Mr. Pavan Kaushal | 1402, E2 World Crest, World Towers, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 | Additional Director (Non-Executive Director) | 07117387 | Employment |

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

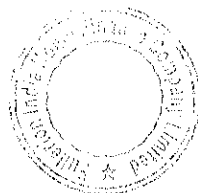
Fullerton India Home Finance Company Limited was constituted under the Companies Act, 1956 and is registered as a Housing Finance Company under sub-section (5) of Section 29A of National Housing Bank Act, 1987, having Corporate Identity Number U65922TN2010PLC076972 and NHB registration number 07.0122.15 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, commercial property loans and developer financing to its customers under "Grihashakti" brand name, through 70 co-located and 26 standalone branches spread across 14 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 2020 , the Company had Assets-Under-Management to the tune of INR 42.57bn spread across 1000+ accounts. The average ticket size for housing, non-housing loans and developer financing is INR. 2 million and INR. 1.9million and INR. 125 million respectively.

As on date the Issuer does not have any subsidiaries.

Details of branches of the company: [70]

Key Highlights and Strengths of FIHFCL are mentioned below:

- Present in 14 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

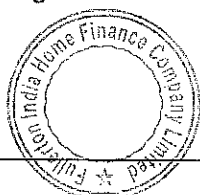
An extract of one of the main objects of Memorandum of Association of the Company is reproduced below:

“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.”

III. Management perception of Risk factors

FIHFCL is a wholly owned subsidiary of Fullerton India Credit Co Ltd. By virtue of parent-subsidiary 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**

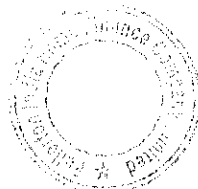
The Company is regulated by various statutory and/or regulatory authorities. Non adherence to any provisions or varying interpretations of existing guidelines may result in regulatory or legal actions with attendant costs. Strong internal processes and continuous monitoring and review of regulations 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.



IV. 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 19th March, 2021:

1. Authorized Share Capital: Rs. 1,500 Crores divided into 1,500,000,000 Equity Shares of Rs. 10 each.
2. Issued and subscribed and paid up: [Rs. 308.03 Crore - 30,80,33,193] Equity Shares of Rs. 10 each.
3. Share Premium amount: [Rs. 401.87 Crore] as on 31st December, 2020

| Particulars | Aggregate Nominal Value (Rs. Crores) | Number of Securities |
|--|--------------------------------------|----------------------|
| Authorized Share Capital | | |
| Equity Shares | 1,500.00 | 1,500,000,000 |
| Preference Shares | - | - |
| Issued and Subscribed Share Capital | | |
| Equity Shares | 308.03 | 30,80,33,193 |
| Preference Shares | - | - |
| Issued, Subscribed and Paid-up share Capital | | |
| Equity Shares | 308.03 | 30,80,33,193 |
| Preference Shares | - | - |
| Size of Present Issue | | |
| Non-Convertible Debentures | 100.00 | 1000 |
| Paid-up Share Capital after the issue | | |
| Equity Shares | 308.03 | 30,80,33,193 |
| Preference Shares | - | - |
| Paid-up Share Capital after the conversion of any convertible instruments | | |
| Equity Shares | NA | NA |
| Preference Shares | NA | NA |
| Share Premium Amount before the issue | 401.87 | - |
| Share premium Amount after the issue | 401.87 | - |



B. Changes in Capital Structure:**(i) Details of share capital as on 19th March, 2021**

| Share capital | (Amount in Rs.) |
|--|---|
| Authorized share capital | 1500,00,00,000 (Fifteen Hundred Crores) |
| Issued, subscribed and paid-up share capital | 308,03,31,930 |

(ii) Changes in its authorized capital structure as on 19th March, 2021 for the last five years:

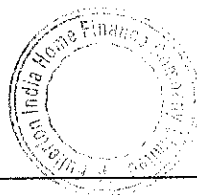
| Date of Change (EGM) | Particulars |
|--------------------------------------|---|
| No change for last Five years | |
| 26/11/2015 | Increase the Authorised share Capital from existing Rs. 15,00,00,000 (Rupees fifteen Crores only) divided into 1,50,00,000 (One Crore and fifty lakh) Equity shares of Rs. 10/- each to Rs. 1500,00,00,000 (Rupees One Thousand Five Hundred Crores Only) divided into 150,00,00,000 (One Hundred fifty Crore) Equity shares of Rs. 10/- each |

(iii) Issued and Subscribed Capital of the Company:

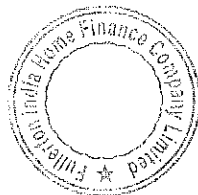
- a. The issued and subscribed share capital of the Company as on 19th March, 2021 and is Rs. 308.03 Crore constituting 30,80,33,193.

V. Details of equity share capital history of the Company as on 19th March, 2021 [insert data as of last quarter end], for last 5 years:

| Date of allotment | No. of Equity Shares | Face value (₹) | Issue price (₹) | Consideration in cash/ other than cash | Nature of allotment | Cumulative | | Share premium account (₹) |
|--------------------|----------------------|----------------|-----------------|--|----------------------|----------------------|--------------------------|---------------------------|
| | | | | | | No. of Equity Shares | Equity Share capital (₹) | |
| December 18, 2014 | 80,00,000 | 10 | 10 | Cash | Right issue FICCL | 1,00,00,000 | 10,00,00,000 | - |
| November 26, 2015 | 4,76,19,048 | 10 | 10.50 | Cash | Right issue to FICCL | 5,76,19,048 | 57,61,90,480 | 2,38,09,524 |
| May 24, 2016 | 2,38,09,524 | 10 | 21.00 | Cash | Right issue to FICCL | 8,14,28,572 | 81,42,85,720 | 26,19,04,764 |
| September 27, 2016 | 2,29,35,780 | 10 | 21.80 | Cash | Right issue to FICCL | 10,43,64,352 | 104,36,43,520 | 27,06,42,204 |
| March 31, 2017 | 9,09,09,091 | 10 | 22.00 | Cash | Right issue to FICCL | 19,52,73,443 | 1,95,27,34,430 | 1,09,09,09,092 |



| | | | | | | | | |
|--------------------|-------------|----|-------|------|----------------------|--------------|----------------|----------------|
| September 28, 2018 | 5,00,83,473 | 10 | 29.95 | Cash | Right issue to FICCL | 24,53,56,916 | 2,45,35,69,160 | 99,91,65,286 |
| July 15, 2019 | 6,26,76,277 | 10 | 31.91 | Cash | Right issue to FICCL | 30,80,33,193 | 3,08,03,31,930 | 1,37,32,37,229 |



There is no acquisition or amalgamation in the last one year neither there has been any reorganization or reconstruction in the last 1 year.

VI. Details of reorganization or reconstruction in the last one year: Nil

VII. Share holding pattern of the Company as on 19th March, 2021 :

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

| Sr. No. | Particulars | Total No. of Equity Shares | No. of shares in demat form | Total shareholding as % of total no. of equity shares |
|---------|--|----------------------------|-----------------------------|---|
| 1 | Fullerton India Credit Company Limited, the holding company and its nominees | 30,80,33,193 | 30,80,33,193 | 100% |

VIII. Top 10 shareholders as on 19th March, 2021 :

| 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 | 30,80,33,193 | 30,80,33,193 | 308,03,31,930 | 100% |
| | Total | 30,80,33,193 | 30,80,33,193 | 308,03,31,930 | 100% |

IX. Details of Promoters holding in the Company as on 19th March, 2021

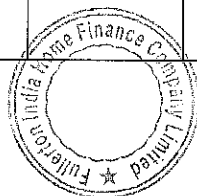
| Sr No | Name | No. of Equity Shares | No of shares in demat form | Amount of Paid-up Capital (Amount in Rs) | % of Shareholding | No. of shares pledged | % of shares pledged with respect to shares owned |
|-------|--|----------------------|----------------------------|--|-------------------|-----------------------|--|
| 1 | Fullerton India Credit Company Limited, the holding company and its nominees | 30,80,33,193 | 30,80,33,193 | 308,03,31,930 | 100% | - | - |
| | Total | 30,80,33,193 | 30,80,33,193 | | 100 | - | - |

| | | | |
|--|--------------|-----------------|--|
| | 30,80,33,193 | 308,03,31,930 % | |
|--|--------------|-----------------|--|

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

X. Details of the current Directors of the Company as on 19th March, 2021 [:

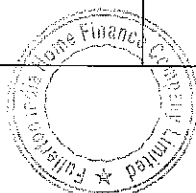
| Sr. No. | Name | Address | Designation | DIN | Age | Occupation | Director of Company since | Details of other Directorship(s) |
|---------|----------------------|---|------------------------|----------|-----|------------|---------------------------|--|
| 1. | Mr. Anindo Mukherjee | 70 Grange Road #04-01 Grange 70, Singapore 249574 | Non-executive Director | 00019375 | 53 | Employment | 13/12/2017 | <p>I. <u>Public Companies</u></p> <p>1. <u>Fullerton India Credit Company Ltd</u></p> <p>2. <u>Lendingkart Finance Limited</u></p> <p>II. <u>Private & Foreign Companies</u></p> <p>1. <u>Fullerton Credit (Chongqing) Ltd</u></p> <p>2. <u>Fullerton Credit (Yunan) Ltd</u></p> <p>3. <u>Fullerton Credit (Sichuan) Ltd</u></p> <p>4. <u>Fullerton Credit (Hubei) Ltd</u></p> <p>5. <u>FFH S.E.A. Investments Pte Ltd &</u></p> <p>6. <u>FFH S.E.A. Investments</u></p> |



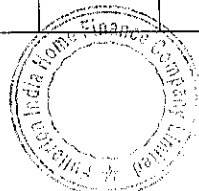
| Sr. No. | Name | Address | Designation | DIN | Age | Occupation | Director of Company since | Details of other Directorship(s) |
|---------|------|---------|-------------|-----|-----|------------|---------------------------|--|
| | | | | | | | | <p><u>(Singapore)</u> <u>Pte. Ltd.</u></p> <p><u>7.</u> <u>Lendingkart</u> <u>Technologies</u> <u>Private</u> <u>Limited</u></p> <p><u>8.</u> Fullerton Financial Holdings (Internationa l) Pte. Ltd.</p> <p>9. Fullerton Investment Management Pte. Ltd.</p> <p><u>10.</u> Bicentennial Fund 1 Pte. Ltd.</p> <p>11. Fullerton Financial Digital Holdings Pte. Ltd.</p> <p>12. Deem Finance LLC</p> <p>13. Fullerton Technology (Shanghai) Co. Ltd.</p> <p><u>14.</u> Deem Services FZ <u>LLC</u></p> <p><u>15.</u> Shanghai Fullerton</p> |



| Sr. No. | Name | Address | Designation | DIN | Age | Occupation | Director of Company since | Details of other Directorship(s) |
|---------|------------------|---|--|----------|-----|---------------------|---------------------------|---|
| | | | | | | | | <u>Management Consultancy Co. Ltd.</u> III. Section 8 <u>Companies: Nil</u> |
| 2. | Ms. Sudha Pillai | D-241 (2nd Floor), Sarvodaya Enclave, New Delhi – 15017 | Additional Director (Independent Director) | 02263950 | 70 | Retired IAS Officer | 21/08/2019 | I. Public Companies 1. Jubilant Life Sciences Ltd 2. International Travel House Ltd. 3. Dalmia Cement (Bharat) Limited 4. Jubilant Generics Ltd 5. Amber Enterprise India Limited 6. Dalmia Bharat Limited (formerly known as Odisha Cement Limited) 7. Indian Energy Exchange Limited 8. Fullerton India Credit Company Limited 9. Jubilant Ingrevia Limited II. Private Companies 1. ILJIN Electronics |



| Sr. No. | Name | Address | Designation | DIN | Age | Occupation | Director of Company since | Details of other Directorship(s) |
|---------|-------------------|---|---------------------------|----------|-----|----------------------|---------------------------|---|
| | | | | | | | | (India) Private Limited III. Section 8 Companies Nil |
| 3. | Dr. Milan Shuster | Flat-C, 9/ F, Block 3, Tung Chung Cresnet, 1 Hing Tung Street, Lantau Island, Hong Kong - 999 077 | Independent Director | 07022462 | 79 | Finance Professional | 15/01/2016 | I. Public Companies 1. Fullerton India Credit Company Limited II. Private Companies & Foreign Companies NIL III. Foreign Companies Nil IV. Section 8 Companies Nil |
| 4. | Mr. Rakesh Makkar | 1202, 12th Floor, Oberoi Splendor, Wing- B, JVL Road, Andheri I Mumbai-400060 | CEO & Whole-Time Director | 01225230 | 52 | Employment | 29/01/2018 | I. Public Companies NIL II. Private & Foreign Companies 1. Fullerton India Social & Economic Development Private Limited III. Section 8 Companies |



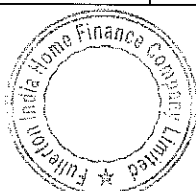
| Sr. No. | Name | Address | Designation | DIN | Age | Occupation | Director of Company since | Details of other Directorship(s) |
|---------|-------------------|---|--|----------|-----|------------|---------------------------|---|
| | | | | | | | | Nil |
| 5. | Mr. Pavan Kaushal | 1402, E2 World Crest, World Towers, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 | Additional Director (Non-Executive Director) | 07117387 | 59 | Employment | 15/01/2021 | <p>I. Public Companies</p> <p>1. Asset Reconstruction Company (India) Limited</p> <p>II. Private & Foreign Companies</p> <p>Nil</p> <p>III. Section 8 Companies</p> <p>Nil</p> <p>IV. LLP</p> <p>1. Oakwood Partners LLP</p> |

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

XI. Details of change in Directors since last three years i.e., from 19th March, 2018 to 19th March, 2021

Details of directors added during last three years:

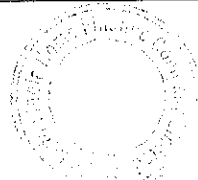
| Sr. No. | Name and Designation | DIN | Date of appointment | Date of Resignation of Director of the Company (In case of resignation) | Remarks |
|---------|---|----------|---------------------|---|---|
| 1. | Mr. Anindo Mukherjee (Appointed as Additional Director-Non-Executive) | 00019375 | 13-Dec-2017 | - | Change in designation from Additional director to Non-Executive Director w.e.f. 6th July, 2018. |



| | | | | | |
|----|--|----------|-------------|-------------|---|
| 2. | Mr. Rakesh Makkar CEO & Whole Time Director | 01225230 | 29-Jan-2018 | - | Change in designation from Additional Director to Whole time Director and also appointed as CEO w.e.f. 16 March, 2018 |
| 3. | Ms. Rajashree Nambiar, Non- executive Director | 06932632 | 31-Oct-2018 | 15-Jan-2021 | Resigned w.e.f. 15th January, 2021 |
| 4. | Ms. Sudha Pillai, Independent Director | 02263950 | 21-Aug-2019 | - | Change in designation from Additional Director to Independent Director w.e.f. 4th August, 2020 |
| 5. | Mr. Pavan Kaushal, Additional Director (Non-Executive Director) | 07117387 | 15-Jan-2021 | - | Appointed Additional Director in Non- executive capacity w.e.f. 15th January, 2021 |

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. Anand Natarajan Managing Director | 00061109 | 06-Mar-2018 | 18-June-2012 | Nil |
| 2. | Mr. Shantanu Mitra CEO and MD | 03019468 | 31-Dec-2017 | 12-Aug-2010 | Cessation of Directors hip due to expiry of tenure |
| 3. | Mr. Kenneth Ho Tat Meng Non-executive Director | 07334898 | 26-Oct-2018 | 09-Dec-2015 | Nil |
| 4. | Ms. Renu Challu Independent Director | 00157204 | 04-Aug-2019 | 15-Jan-2016 | Nil |
| 5. | Ms. Rajashree Nambiar, Non-executive Director | 06932632 | 15-Jan-2021 | 31-Oct-2018 | Nil |



XII. Disclosures with regard to Interest of Directors:

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

XIII. 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:

Rakesh Makkar – Chief Executive Officer and Whole Time Director

Mr. Rakesh Makkar spearheads Fullerton India's Urban and Rural business, in addition to heading the Marketing & CSR functions. He has over two decades of valuable experience including new business and brand launches while developing dynamic sales teams, product and distribution networks. Prior to joining the Issuer, he was the Chief Distribution Officer and Management Committee member at DHFL. His earlier stints include Future Money as Chief Executive Officer, Citigroup and as a consultant for a Vietnamese Bank on consumer finance. He is a qualified national rank holder Chartered Accountant and an MBA.

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. His responsibilities include corporate strategy, business partnership, planning, accounting, taxation, compliance and corporate governance functions. He has experience of over 20 years in various capacities across finance and allied functions. Prior to joining the Issuer, he was associated with COLT Telecom (COLT), an affiliate of Fidelity international, as the Financial Controller-cum-Company Secretary, he was instrumental in setting up their India operations. In his earlier stints, he had been associated with GE Commercial Financial and Motherson Sumi Systems Limited in various capacities. He is a Chartered Accountant, Company Secretary and Cost Accountant from India and Certified Public Accountant from the State of Colorado, the USA. He is an alumnus of Harvard Business School.

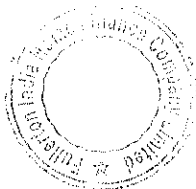
Ram Kolli – Head Sales and Distribution

Mr. Ram is Head Sales & Distributor for Fullerton India Home Finance Co Ltd and brings with him over 16 years of experience in the real estate and financial services industry. He has played pivotal roles in prominent organizations such as ICICI Bank, TATA Housing Development Company, Capri Global and L&T Ltd. Ram joined Fullerton India Credit Company Ltd as Head of Developer Finance and Corporate LRD before moving into Grihashakti to lead the sales role. Prior to joining Fullerton India, he was heading the Construction Finance division at Capri Global. Ram Kolli has completed his B. Tech from NIIT Warangal and an Executive program in Business Management from IIM Calcutta.

Parag Shah– Chief Risk Officer

Mr. Parag Shah is responsible for leading a large team of credit underwrites, collections, technical managers and assessing and managing enterprise-wide risks covering various risks such as credit, market, operations etc., across all geographies.

In his experience spanning over 23 years, Mr. Shah has held diverse roles in various facets of banking including business strategy, risk and corporate finance. A Chartered Accountant, a lawyer and an MBA from JBIMS and various international courses including from the Harvard Business School, he specializes in assets across Corporate, SME, Retail and Rural banking. Prior to joining Fullerton India, Parag worked with ICICI Bank for over 17 years in diverse roles including corporate banking strategy, rural banking, policy development & management of stresses assets and with IDFC Bank in leadership roles within wholesale banking and risk management.



XIV. 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 | 12 th July, 2017 | Appointment done in AGM dated 12 th July, 2017 |

Details of change in auditors since last three years:

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

XV. Key Financial Parameters for the last three audited financial years and the latest half year**Key Financial Parameters**

| Particulars | FY 2018 | FY 2019 | FY 2020 | 9MFY2020 |
|------------------------------------|---------|---------|---------|----------|
| Net Owned Fund (NOF) | 334 | 481 | 677 | 646 |
| Total Debt | 1,339 | 2,761 | 3,697 | 3,941 |
| Debt Securities | 383 | 750 | 894 | 1,145 |
| Borrowings | 955 | 2,011 | 2,803 | 2,796 |
| Other financial liabilities | 310 | 200 | 69 | 119 |
| Other non financial liabilities | 47 | 9 | 10 | 9 |
| Fixed Assets- Net Block | 1 | 11 | 30 | 25 |
| Cash and Cash equivalents | 57 | 145 | 121 | 696 |
| Investments | 47 | 312 | 385 | 251 |
| Other financial assets | 1,879 | 2,973 | 3,909 | 3,741 |
| Other non financial assets | 1,667 | 26 | 41 | 50 |
| Assets Under Management | 1,902 | 3,065 | 4,302 | 4,160 |
| Off Balance Sheet Assets* | 65 | 159 | 137 | 93 |
| Interest Income | 137 | 308 | 503 | 392 |
| Interest Expense | 60 | 184 | 307 | 237 |
| Provisioning and Write off | 28 | 44 | 85 | 100 |
| Profit After Tax | 4 | 0 | 14 | (14) |
| Gross NPA(%) | 1.51% | 2.07% | 3.68% | 2.27% |
| Net NPA(%) | 0.90% | 1.23% | 1.95% | 1.24% |
| Tier I Capital Adequacy Ratio(%)* | 23.48% | 19.99% | 21.17% | 21.98% |
| Tier II Capital Adequacy Ratio(%)* | 0.67% | 0.50% | 0.92% | 2.29% |
| * As per IGAAP | | | | |



Key Financial Parameters (As per IND AS)

Rs. In Crore

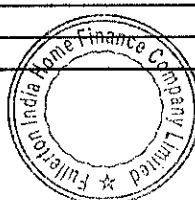
| Particulars | FY2018 | FY2019 | H1FY2020 |
|-------------------------------------|--------|--------|----------|
| Total Tangible Net Worth | 333.79 | 481.24 | 700.39 |
| Total Debt | 1,339 | 2,761 | 3,730 |
| Debt Securities | 383 | 750 | 766 |
| Borrowings | 955 | 2,011 | 2,964 |
| Others financial Liabilities | 310 | 200 | 209 |
| Others Non-financial Liabilities | 47.4 | 9 | 22 |
| Fixed Assets-Net Block | 1 | 11 | 33 |
| Cash and Cash Equivalents | 57 | 145 | 340 |
| Investments | 47 | 312 | 694 |
| Other Financial Assets | 1,879 | 2,973 | 3,581 |
| Other Non-Financial Assets | 16.67 | 26.50 | 34.63 |
| Assets Under Management | 1,902 | 3,065 | 3,986 |
| Off Balance Sheet Assets | 65 | 122 | 122 |
| Interest Income | 136.90 | 330 | 270 |
| Interest Expense | 59.93 | 184 | 143 |
| Provision and Write off | 28.07 | 43.51 | 27.79 |
| Profit After Tax | 4.24 | 0.49 | 24.76 |
| Gross NPA(%) | 1.51% | 2.07% | 3.34% |
| Net NPA(%)* | 0.90% | 1.63% | 2.52% |
| Tier I Capital Adequacy Ratio(%)** | 23.48% | 21.10% | 21.61% |
| Tier II Capital Adequacy Ratio(%)** | 0.67% | 0.53% | 0.47% |

Key Financial Parameters

| Particulars | FY 2020 | H1FY21 |
|-----------------------------------|---------|-----------|
| (in crore) | Audited | Unaudited |
| Total Tangible Net Worth | 676.5 | 679.9 |
| Total Debt | 3,697.4 | 3,945.4 |
| Debt Securities | 894.0 | 1,161.6 |
| Borrowings | 2,803.4 | 2,783.7 |
| Other financial liabilities | 69.0 | 84.0 |
| Other non financial liabilities | 10.3 | 21.7 |
| Fixed Assets- Net Block | 30.4 | 25.3 |
| Cash and Cash equivalents | 121.4 | 459.9 |
| Investments | 385.1 | 391.2 |
| Other financial assets | 3,909.4 | 3,850.6 |
| Other non financial assets | 41.3 | 44.8 |
| Assets Under Management | 4,301.6 | 4,256.7 |
| Off Balance Sheet Assets | 137.0 | 132.5 |
| Interest Income | 503.2 | 263.4 |
| Interest Expense | 306.6 | 161.4 |
| Provisioning and Write off | 85.1 | 38.1 |
| Profit After Tax | 13.9 | 9.9 |
| Gross NPA(%) | 3.68% | 3.07% |
| Net NPA(%) | 1.95% | 1.63% |
| Tier I Capital Adequacy Ratio(%) | 21.17% | 21.74% |
| Tier II Capital Adequacy Ratio(%) | 0.92% | 2.26% |

As per IGA

As per IGA



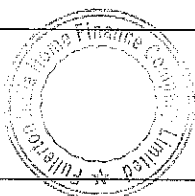
XVI. Project cost and means of financing in case of funding new projects: Not Applicable

XVII. List of Secured and Unsecured Non-Convertible Debenture of Fullerton India Home Finance Company Limited as on [31st December 2020]: The Company has issued debentures as per Annexure I.

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

1. Name and address of the valuer who performed valuation of the securities offered, and basis on which the price has been arrived at along with report of registered valuer: N.A.
2. Relevant date with reference to which the price has been arrived at: N.A.
(Relevant date means a date at least 30 days prior to the day on which the general meeting of the company is scheduled to be held)
3. The class or classes of person to whom the allotment is proposed to be made: As per Term Sheet
4. Intention of promoter, directors or Key Managerial person to subscribe to the offer: There's no intention of the promoters, directors or Key Managerial person to subscribe to the offer.
5. The proposed time within which the allotment shall be completed: On the date of allotment as mentioned in the term sheet
6. The change in control, if any, in the company that would occur consequent to the private placement: No change in control pursuant to the following issue.
7. The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the year, in terms of number of securities as well as price: As per Annexure I
8. The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer: N.A.
9. The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its future operations: N.A.
10. The pre-issue and post-issue shareholding pattern of the company in the following format:

| Sl. No. | Category | Pre-issue | | Post-issue | |
|---------|-------------------------|--------------------|--------------------|--------------------|--------------------|
| | | No. of Shares held | % of Share holding | No. of Shares held | % of Share Holding |
| A | Promoter's Shareholding | | | | |



| | | | | | |
|---|---|--------------|-----|--------------|-----|
| 1 | Indian | - | - | - | - |
| | Individual | - | - | - | - |
| | Bodies Corporate (Fullerton India Credit Company Limited) | 30,80,33,193 | 100 | 30,80,33,193 | 100 |
| | Sub-total | 30,80,33,193 | 100 | 30,80,33,193 | 100 |
| 2 | Foreign Promoters | - | - | - | - |
| | Sub-total (A) | 30,80,33,193 | 100 | 30,80,33,193 | 100 |
| B | Non-promoters' holding | | | | |
| 1 | Institutional investors | - | - | - | - |
| 2 | Non-Institutional investors | | | | |
| | Private corporate bodies | - | - | - | - |
| | Directors and relatives | - | - | - | - |
| | Indian public | - | - | - | - |
| | others [including Non- resident Indians(NRIs)] | - | - | - | - |
| | Sub-total (B) | - | - | - | - |
| | GRAND TOTAL (A+B) | 30,80,33,193 | 100 | 30,80,33,193 | 100 |

11. Purpose and objects of offer: As per Term Sheet

12. Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects: N.A.

13. Principal terms of assets charged as security, if applicable: As per Term Sheet

14. Management's perception of risk factors: Mentioned in this Disclosure Document

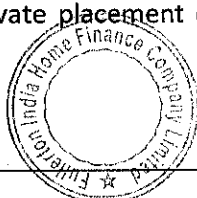
15. Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of (a) statutory dues; (b) debentures and interest thereon; (c) deposits and interest thereon; (d) loan from any bank or financial institution and interest thereon: No Default in repayment of the above-mentioned dues.

16. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons: No

17. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the issue of the private placement offer cum application letter and any directions issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed: NO

18. Any Default in annual filing of the company under the Companies Act, 2013 or the rules made thereunder: No default in relations to the annual filings of the company.

19. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding the year of issue of private placement offer cum application letter in the case of



company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of the private placement offer cum application letter and if so, section-wise details thereof for the company and all of its subsidiaries: N.A.

Series No: Series 16

| | |
|--------------------------------|--|
| Nature of Debt Securities | Senior, secured, rated, listed, redeemable, transferable, floating rate, non-convertible debentures. |
| Mode of Issue | Private Placement basis |
| Face Value | Rs. 10,00,000/- (Rupees Ten Lakhs 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:

1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY 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.

XVIII. 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 14th July 2015
5. Board Resolution approving the present Issue of NCD dated 8th June, 2020
6. Shareholders resolution dated 15th April, 2020 under Section 180 (1) (a) and (c) of the Act in relation to the borrowings proposed under the present Issue
7. Agreement with Registrar dated 9th August 2016
8. Annual reports of the Company for the last three years
9. Consent/ permission letter from prior creditors for creation of pari-passu charge
10. Credit ratings assigned to the Company by CRISIL 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.

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

Statement of total outstanding borrowings as 31st December 2020:

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 Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications, if any and abridged version of latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (like Profit & Loss statement, and Balance Sheet) and auditors' qualifications, if any- as per annexure II.

XX. Any Material Event/ Development or change having implications on the financials/credit quality 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.

XXI. 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:

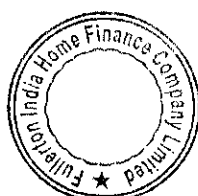
| Details of Borrowing-Commercial Paper | | | | | | | |
|---------------------------------------|----------------|-------|----------------|------------|---------------|------------------------|-------------------|
| Series | Original Tenor | ROI | Amt. Rs. crore | Issue Date | Maturity Date | Credit rating | Secured/Unsecured |
| 20-21/CP/001 | 365 | 5.25% | 75.0 | 22-Feb-21 | 22-Feb-22 | A1+ by CRISIL and ICRA | Unsecured |
| Total | | | 75.00 | | | | |

XXII. 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.



XXIII. Mode of payment and repayment:

Demand Drafts in favor of "NSCCL A/c" and/or crossed "Account Payee Only" cheques payable at par or remittance through RTGS to NSCCL Virtual Account (Details to be provided at the time of EBP bidding)

XXIV. Mode of repayment:

Mode of repayment will be made by either DD or RTGS to the respective investor's account.

XXV. List of Top 10 Debenture Holders as on 31st December 2020:

| Sr. No. | Name of Debenture holder | Amount in crore |
|---------|--|-----------------|
| 1 | SBI MUTUAL FUND | 250 |
| 2 | ADITYA BIRLA SUN LIFE TRUSTEE PRIVATE LIMITED | 100 |
| 3 | BANK OF BARODA | 100 |
| 4 | TATA AIG GENERAL INSURANCE COMPANY LIMITED | 100 |
| 5 | CANARA BANK-MUMBAI | 75 |
| 6 | DSP MUTUAL FUND | 75 |
| 7 | INTERNATIONAL FINANCE CORPORATION | 68 |
| 8 | INDIAN BANK | 55 |
| 9 | HDFC TRUSTEE COMPANY LTD A/C HDFC SHORT TERM DEBT FUND | 50 |
| 10 | POSTAL LIFE INSURANCE FUND | 50 |
| | Total | 923 |

(Basis fully paid NCD's)

The number of persons to whom allotment on preferential basis/private placement/rights issue has already been made during the year, in terms of number of securities as well as price:

Private Placement:

NIL

Equity:

| Date of allotment | No. of Equity Shares | Face value (₹) | Issue price (₹) | Consideration in cash/ other than cash | Nature of allotment | Cumulative | | Share premium account(₹) |
|-------------------|----------------------|----------------|-----------------|--|----------------------|----------------------|--------------------------|--------------------------|
| | | | | | | No. of Equity Shares | Equity Share capital (₹) | |
| July 15, 2019 | 6,26,76,277 | 10 | 31.91 | Cash | Right issue to FICCL | 30,80,33,193 | 3,08,03,31,930 | 1,37,32,37,229 |

XXVI. 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.



XXVII. Redemption amount, Period of Maturity

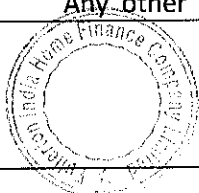
| | |
|------------------|-------------------|
| Redemption Value | As per Term Sheet |
| Maturity Period | |

XXVIII. Information relating to the Terms of Offer or Purchase

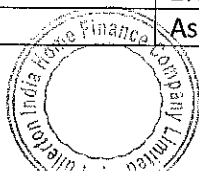
1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY 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.

XXIX. Particulars of the Offer:

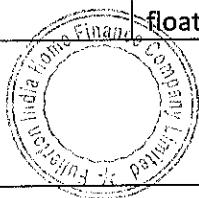
| | |
|----------------------|---|
| Security name | 3Month T-Bill Linked Fullerton India Home Finance Company Limited Non-Convertible floating rate Debentures Sep'23- Series 16 |
| Issuer | Fullerton India Home Finance Company Limited |
| Type of Instrument | senior, secured, rated, listed, redeemable, transferable, floating rate, 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. The claims of the Debenture Holders shall be superior to the claims of investors/lenders of Tier I and Tier II Capital. For definition purpose-Tier I Capital will include equity shareholders and Tier II Capital shall include subordinated debenture holders. |
| 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 including but limited to: A. Mutual Funds B. Non-banking financial companies C. Provident Funds and Pension Funds D. Corporates E. Banks F. Foreign Portfolio Investors (FPIs) G. Foreign Institutional Investors (FIIs) H. Qualified Foreign Investors (QFIs) I. Insurance Companies J. Investment holding companies of high net worth individuals K. Any other person (not being an individual or a group of |



| | |
|--|---|
| | individuals) eligible to invest in the Debentures |
| Listing | The debentures are proposed to be listed on WDM segment of NSE within 4 days of Deemed Date of Allotment. |
| Credit rating & Credit rating assigned | Credit Rating Agency: CRISIL Limited, CRISIL Rating Assigned: CRISIL AAA/Stable |
| Issue Size | 1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY 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 (Amount) | INR 25 Crores |
| Object of the Issue | The Issuer shall use the proceeds from the issue of the Debentures for on lending and general corporate purpose. |
| Details of Utilization of the Issue Proceed | The Issuer shall use the proceeds from the issue of the Debentures for on lending and general corporate purpose. |
| 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 | As per term sheet |
| Coupon Payment Dates/ Interest Payment Date | As per term sheet |
| Coupon Type | As per term sheet |
| 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 | 2% p.a. over the coupon rate |
| Tenor | As per term sheet |



| | |
|---|---|
| Redemption Date | As per term sheet |
| Redemption Amount | At par |
| Redemption premium/ discount | Not Applicable |
| 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: | As per Term Sheet |
| Issuance mode | Demat only |
| Trading mode | Demat only |
| Mode of payment and repayment | On the Pay-In Date, the investors must remit/ transfer in full, monies for subscription to the by cheque or demand draft or other banking channels including by way of electronic transfer of funds/ RTGS. Mode of repayment will be either by demand draft or RTGS to the respective investor's account(Details to be provided at the time of EBP bidding). |
| Manner of settlement | [Through clearing corporation] |
| 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 and interest will be paid till one day prior to the original interest payment date. 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 | Record Date means in relation to any date on which a payment has to be made by the Issuer in respect of the Debentures, the date that is 15 (fifteen) days prior to that payment date. |
| Security | As primary security, pari-passu first charge on Movable Property of the Company. The Company may at its discretion create a first ranking pari passu floating charge over Fixed Deposits, as secondary security for the |



Debentures to the extent of shortfall in the Required Security Cover (defined below), if any.

The Company shall at all times in consultation with the Trustee maintain a security cover of 1.00 time of the Principal Amount, interest amount proportionately ("**Required Security Cover**") throughout the tenor of the Debentures. The value of the Movable Property and Fixed Deposits charged, if any, for this purpose (both for initial and subsequent valuations), shall be the amount reflected as the value thereof in the books of account of the Company.

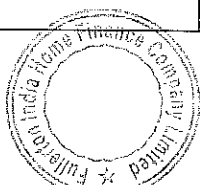
The Issuer will create the Security (as required) within 90 days of execution of Offer Document.

The Company shall submit the certificate of the independent chartered accountant certifying the Required Security Cover for the Debentures along with the list of Movable Property to the Trustee and details of Fixed Deposits, if any, over which a first pari-passu charge has been/ will be created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter.

The above security shall rank pari-passu between the present charge holders, the Debenture Holders and other creditors of the Company for whose benefit the security interest has been created in accordance with the terms and conditions of the Debentures.

Notwithstanding anything contained in this Disclosure Document or any other Transaction Documents, if at any time, the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, the Company may at its discretion, after providing a certificate of the independent chartered accountant confirming that the security cover is at least equivalent the Required Security Cover, seek release of the security created over the Fixed Deposits, and the Trustee shall be authorized to and shall provide the relevant release instructions and such other documents, and take such other actions as may be required to release such security interest (without requiring any further approval or instructions from the Debenture Holders).

Notwithstanding anything contained in this Disclosure Document or any other Transaction Documents, the Debenture Holders and the Trustee acknowledge that (a) the Movable Property is the primary security in relation to the Debentures and the amounts outstanding in relation to the Debentures, and if the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, neither any Debenture Holder nor the Trustee shall

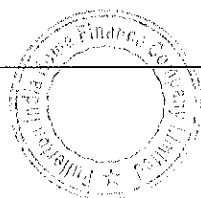


take any action to enforce the security interest created over the Fixed Deposits (even if such security interest over Fixed Deposits has not yet been released); and (b) subject to paragraph (a) above, if the security interest over the Movable Property and the Fixed Deposits becomes enforceable in accordance with the terms of the Transaction Documents, security interest over the Movable Property shall be enforced in the first instance as the primary security, and after applying the proceeds of such enforcement, the security interest over the Fixed Deposits as secondary security may be enforced, to recover an amount equal to the difference in the Required Security Cover and the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company).

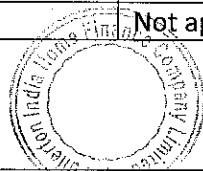
For the purposes of the Addendum and the Disclosure Document:

“Movable Property” means all amounts owing to, and received and/or receivable by the Company and/or any person on its behalf, all book debts, all cash flows, receivables and proceeds arising from / in connection with loan assets of the Company and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of all the aforesaid assets both present and future, and excluding (i) any cash flows, receivables, proceeds, rights, interests and benefits arising from loan assets over which security has been released by the Debenture Trustee and the Debenture Holders in accordance with the Transaction Documents; and (ii) any exclusive security interest created for the benefit of certain governmental, regulatory or statutory authorities, or any entity incorporated by a statute, including National Housing Bank (NHB).

“Fixed Deposits” means rupee denominated fixed term deposit accounts opened and maintained in the name of the Company with scheduled commercial banks excluding: (i) interest on such fixed term deposit accounts; (ii) any other deposits or cash reserves made by the Company; (iii) any deposits maintained by the Company pursuant to any regulatory requirements; (iv) any deposits maintained by the Company for internal compliance purposes; (v) any deposits maintained by the Company for parking the proceeds of any debt availed by the Company pending utilization; (vi) any deposits maintained by the Company for creating debt service redemption account or similar accounts by whatever name called; (vii) any deposits provided/ to be provided by the Company in relation to securitization transactions as credit enhancement/ cash collateral, Constituent Subsidiary General Ledger (CSGL) transaction; (viii) in relation to insurance fixed deposits lien marked for the Company's customers; (ix) any fixed deposits exclusively and bilaterally charged/ to be charged for the benefit of any lender; and (ix) such other deposits as may be mutually agreed in writing between the Company and Debenture



| | |
|---|--|
| | Trustee. |
| Transaction Document | <ol style="list-style-type: none"> 1. Debenture Trust Deed 2. Debenture Trustee Agreement, the Security Documents, all other documents in relation to the issuance of the Debentures 3. Deed(s) of Hypothecation 4. This Disclosure Document 5. Any other document that may be mutually designated as a transaction document by the Debenture Trustee and the Company |
| Conditions Precedent to Disbursement | As customary to the documents |
| Conditions Subsequent to Disbursement | As per Debenture Trust Deed |
| Creation of Recovery Expense Fund | The Company shall create the recovery expense fund in accordance with Regulation 26(7) of the SEBI Debt Listing Regulations in the manner as may be specified by SEBI from time to time and inform the Debenture Trustee about the same. |
| Conditions for breach of covenants (as specified in debenture trust deed) | The Debenture Trustee may, at any time, waive on such terms and conditions as to them shall deem expedient any breach by the Company of any of the covenants and provisions in the Debenture Trust Deed without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof. |
| | |
| 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 exclusive jurisdiction of the courts and tribunals 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 |
| 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" |
| Validity of offer document | The offer is valid till 26 th March 2021, However the Company reserves the right to change / modify the terms at any time without any notice during the period of this offer.. |
| Date of passing of Board Resolution | 8th June, 2020 |
| Date of passing of resolution in the general meeting, authorizing the offer of securities | 15 th April, 2020 |
| Class of security | Secured, Non-Convertible |
| Justification of price | Not applicable as the Debentures are issued at par |



| | |
|---|---|
| Event of Defaults (including manner of voting/conditions of joining Inter Creditor Agreement) | As per Debenture Trust Deed |
| Provisions related to Cross Default clause | As per Debenture Trust Deed |
| Amount to be raised | INR 100 Crores plus green shoe option to retain upto INR 125 Crores |
| Risk factors pertaining to the issue | Refer clause III on page 18 and parentage risk factor on page no 9 of this Disclosure Document |
| 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. |

XXX. 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.

XXXI. 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

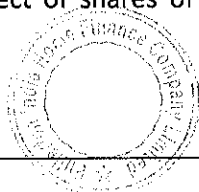
The Company shall issue Debentures in dematerialized form only and has made necessary arrangements with NSDL/ CDSL for the same. Investors shall hold the Debentures in dematerialized form and deal with the same as per provisions of Depositories Act and the regulations made there under as may be amended 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 amount of Debentures to NSCCL account which in turn will transfer the units to the investor's demat account on sighting of funds.

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

N. A.

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 an interest payment date falls on a day which is not a Business Day, the following Business Day shall be considered as the effective date(s) for payment of interest. It is clarified that the last interest payment date shall fall on the Final Redemption Date.

In relation to all other payments, if a payment is required to be made or taken on a day other than a Business Day, such payment shall be made or action be taken on the immediately preceding Business Day.

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. 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 applicable as on the date of execution of the documents. 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 on Transaction Documents, subject to the condition that the executed Transaction Documents shall be retained in state of execution unless required for regulatory purpose.

n. Redemption

The Debentures shall be redeemed at par on the Maturity Date which is 26th September 2023.

o. 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, premium if any, 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.

p. 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.

q. 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.

r. Place and Currency of Payment

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

s. Amendment of the Terms of the Debentures

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated in accordance with the terms set out in the Debenture Trust Deed.

t. Trustees for the Debenture Holders

Fullerton India Home Finance Company Limited has appointed "CATALYST TRUSTESHIP 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.

u. 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.

v. 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.

w. Debenture Redemption Reserve

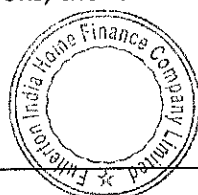
The erstwhile provisions of Section 71(4) read with Rule 18(1)(c) of the Companies (Share Capital and Debentures) Rules, 2014 required every company issuing redeemable debentures to create a debenture redemption reserve ("DRR") of at least 25% of outstanding value of debentures for the purpose of redemption of such debentures. Apart from creation of DRR, such companies were required to either deposit, before 30th April each year, in a scheduled bank account, a sum of at least 15% of the amount of its debentures maturing during the year ending on 31st March of next year or invest in one or more securities enlisted in Rule 1 (1)(c) of Debenture Rules. DRF are not applicable to the company

x. Recovery expense fund

The Issuer shall create the recovery expense fund in accordance with Regulation 26(7) of the SEBI Debt Listing Regulations in the manner as may be specified by SEBI from time to time and inform the Debenture Trustee about the same.

y. 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-02/2018 dated July 2, 2018, in issue of Debenture as amended from time to time
- SEBI Act 1992
- The Depositories Act, 1996
- The Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993
- Secretarial Standards 1 and 2 issued by the Institute of Company Secretaries of India
- The rules and regulations issued under any of the above

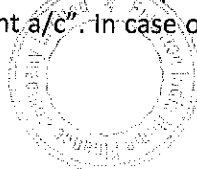
Over and above, the said debentures shall be subject to the term and conditions as contained in the Term Sheet, application form, Debenture Trust Deed and Trustee Agreement.

z. 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 Application Form and must be completed in block letters in English by investors. Application forms must be accompanied by either a demand draft or cheque or electronic transfer drawn or made payable in favour of "NSCCL Account a/c". In case of an electronic transfer, the remittance



should be made to the account number of NSCCL virtual account (Details of the account to be provided on completion of EBP bidding).

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.

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.

aa. 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.

bb. 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**
- 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.
- (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;
 - Constitutional documents;
 - 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 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.

cc. 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.

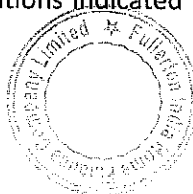
The Debentures are not transferable to retail investors or general public under private placement.

dd. 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.

ee. 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.



ff. 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.

gg. 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.

hh. Compliance Officer

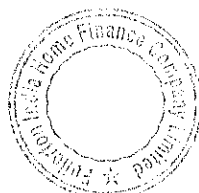
In case of any pre-issue/ post-issue related problems such as non-receipt of Letters of Allotment/ refund orders etc., the Investors are requested to contact the compliance officer.

Ms. Seema Sarada
Company Secretary & Compliance Officer
Supreme Business Park,
Floor 6, B Wing, Supreme IT Park, Supreme City, ,
Powai, Mumbai - 400 076
Tel. No. : (022) 6749 1234
FAX No.: (022) 6710 3309
E-mail: Secretarial@fullertonindia.com

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

Subject to the terms of the Transaction Documents, 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."



jj. 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.

kk. 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).

ll. 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.

mm. 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.

XXXII. 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.

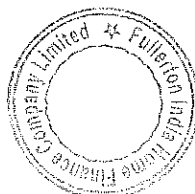
2. Absence of defaults with Memorandum/ Articles of Association or any other agreements in respect of transaction/ transaction document

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 Transaction Documents 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 no corporate insolvency resolution process has been admitted against the company 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 2020

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 a housing finance company 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

XXXIII. 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 insolvency resolution process has been initiated under the Insolvency and Bankruptcy Code, 2016.

(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 amount of Debentures outstanding and any other amounts due and payable maintain the same as long as any amount under the Debentures is outstanding. The Company may, at its sole discretion, offer any additional security without the consent of the Debenture Trustee (for the benefit of the Debenture Holders) to meet up shortfall in security cover.

(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/security documents

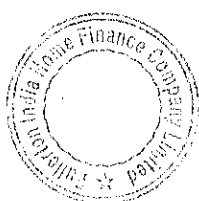
In case of delay in execution of the Debenture Trust Deed, the Deed(s) of Hypothecation and other charge documents beyond statutorily permitted timelines, the Company will, at the option of the investors, either refund the subscription amounts together with agreed rate of interest or will make payment of penal interest at 2% p.a. over the coupon rate till the Debenture Trust Deed and/ or the charge documents are executed.

(xvi) Default in Payment: : In case of default in payment of Interest and/ or principal redemption on the due dates, additional interest at @ 2%p.a. over the coupon rate will be payable by the Company for the defaulting period.

(xvii) Delay in Listing: In case of delay in listing of the Debentures beyond the timelines prescribed in the SEBI Circular on Standardization of timeline for listing of securities issued on a private placement basis (SEBI/HO/DDHS/CIR/P/2020/198) issued on 5 October 2020, the Company will pay penal interest of 1 % p.a. over the Coupon Rate for the period of delay (from the date of allotment to the date of listing) to the investor.

(xviii) Undertaking in relation to security: The Company undertakes that it is the absolute legal and beneficial owner of all the assets over which it purports to create Security pursuant to any Transaction Document, free from any encumbrance (other than in accordance with the Transaction Documents) and such assets are not subject to any lis pendens, attachment or other process of material nature issued by any court of other authority. The Company also undertakes that a consent to create a pari passu charge over the assets of the Company have been obtained from the earlier creditors.

(xiv) Disclosure to stock exchange: The Issuer shall file the following disclosures along with the listing application to the stock exchange:



Documents to be submitted to the Stock Exchange

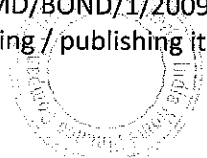
The following documents have been / shall be submitted to the NSE:

- A. Memorandum of Association and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (three) years audited annual reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Copy of the resolution passed by the shareholders of the Company at the Extra ordinary general meeting held on 15th April, 2020 authorizing the issue/offer of non-convertible debentures by the Company;
- E. Copy of the Board/committee resolution authorizing the borrowing and list of authorized signatories;
- F. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture Trust Deed and the Deed(s) of Hypothecation [would be/has been] executed within the time frame prescribed in the relevant regulations/acts/rules etc and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (five) working days of execution of the same;
- G. Where applicable, an undertaking that permission / consent from the prior creditor for a second or *pari passu* charge being created, in favour of the Debenture Trustee to the proposed issue has been obtained; and
- H. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

Documents to be submitted to the Debenture Trustee

The following documents have been/shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:

- A. Memorandum of Association and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (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. [Intimation letter dated regarding the covenants of the Issue]- There are no side letter nor any covenant w.r.t. accelerated payment terms other than as defined under this document.
- F. Half-yearly certificate dated 10th November 2020 regarding maintenance of asset cover as per the terms of this Information Memorandum, including compliance with all the covenants, in respect of the Debentures, by the statutory auditor, along with the half-yearly financial results.
- G. An undertaking to the effect that the Issuer would, until the redemption of the debt securities, 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 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (one

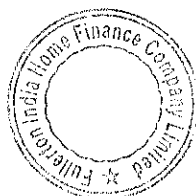


hundred and eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' and other existing debenture-holders within 2 (two) Business Days of their specific request.

XXXIV. Disclosures Pertaining To Wilful Default

In case of listing of debt securities made on private placement, the following disclosures are required to be made:

- A. **Name of the Bank declaring the entity as a Wilful Defaulter: N.A.**
- B. **The year in which the entity is declared as a Wilful Defaulter: N.A.**
- C. **Outstanding amount when the entity is declared as a Wilful Defaulter: N.A.**
- D. **Name of the entity declared as a Wilful Defaulter: N.A.**
- E. **Steps taken, if any, for the removal from the list of wilful defaulters: N.A.**
- F. **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: N.A.**
- G. **Any other disclosure as specified by the Board: N.A.**



XXXV. 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.

XXXVI. 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 31 st December 2020 |
|---|---|
| Debt Equity ratio Pre-Issuance of the Debentures | 5.66 |
| Debt Equity ratio Post Issuance of the Debentures | 5.84 |

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

XXXVII. 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.

XXXVIII. Consent From The Prior Creditor

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

XXXIX. The Credit Rating Letter Issued by The Rating Agencies Shall Be Disclosed

CRISIL Limited has assigned 'CRISIL AAA' (pronounced as CRISIL triple A) 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 V.

XL. 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.

XLI. 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 dated [19th March, 2021] and also in all the subsequent periodical communications send to the holders of the Debentures. The copy of the consent letter dated 19th March, 2021 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

XLII. DETAIL OF LITIGATION OR LEGAL ACTION

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.

XLIII. Related Party Transaction During Last Three Years



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

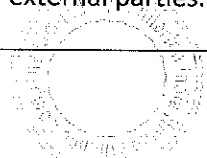
| Transactions during the year | Holding Company | | | Key Management Personnel | | | Total | | |
|---|-----------------|-----------|-----------|--------------------------|-----------|-----------|-----------|-----------|-----------|
| | 31-Mar-18 | 31-Mar-17 | 31-Mar-16 | 31-Mar-18 | 31-Mar-17 | 31-Mar-16 | 31-Mar-17 | 31-Mar-17 | 31-Mar-16 |
| Expenses as per Resource sharing agreement | 795 | 432 | 56 | - | - | - | 795 | 432 | 56 |
| Reimbursement of expense incurred on behalf of Co- | - | - | 2 | - | - | - | - | - | 2 |
| Expenses paid by Company on behalf of other | 34 | 35 | - | - | - | - | 34 | 35 | - |
| Inter corporate loan received | - | 5000 | - | - | - | - | - | 5000 | - |
| Inter corporate loan repayment | - | 5104 | - | - | - | - | - | 5104 | - |
| Fee for committed credit line | 34 | 11 | - | - | - | - | 34 | 11 | - |
| Issue of share capital (including securities premium) | - | 30000 | 6000 | - | - | - | - | 30000 | 6000 |
| Salary and employee benefits # | 0 | 0 | - | - | - | - | 0 | 0 | - |
| Mr. Rakesh Makkar | - | - | - | 8 | - | - | - | 8 | - |
| Balance outstanding as at the year end | 0 | 0 | - | - | - | - | 0 | 0 | - |
| Other Payable (net) | 0 | 0 | - | - | - | - | 0 | 0 | - |
| Fullerton India Credit Company Limited | 197 | 53 | 28 | - | - | - | 197 | 53 | 28 |

| Nature of Transactions | For the year ended | For the year ended | For the year ended |
|--|------------------------|------------------------|------------------------|
| | 31-Mar-20 (₹ lakhs) | 31-Mar-19 (₹ lakhs) | 31-Mar-18 (₹ lakhs) |
| Expenses incurred by the Company on behalf of others | | | |
| Fullerton India Credit Company Limited | 40 | - | 34 |
| Income earned by the Company on behalf of others | | | |
| Fullerton India Credit Company Limited | - | 4 | - |
| Issue of Share capital (including securities premium) | | | |
| Fullerton India Credit Company Limited | 20,000 | 15,000 | - |
| Expense as per Resource sharing agreement | | | |
| Fullerton India Credit Company Limited | 1,063 | 1,033 | 795 |
| Fee for committed credit line | | | |
| Fullerton India Credit Company Limited | 8 | 15 | 34 |

XLIV. 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 (In Lakhs) | Corrective steps |
|---------|---|---|--|
| 1. | Cash embezzlements and fraud by the employees and external parties. | FY-20; 420 FY-19; 73 FY-18; 18 FY-17; N.A. FY-16; N.A. | We have started taking ECs from our own empanelled lawyers |



XLV. Details Of Inquiry/ Inspections/ Investigations:

There has been 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 – Legal will have to confirm on this.

XLVI. Details Of Material Fraud Committed Against The Company In The Last Three Years

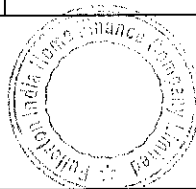
| Amt (INR Lakhs) | | | |
|------------------------------|--------------|--------------|--------------|
| Nature of Transaction | FY'20 | FY'19 | FY'18 |
| Amount Involved | 420 | 73 | 8 |
| Amount Recovered | 6 | 1 | - |
| Amount written off/provided | 414 | 72 | 8 |
| Balance | - | - | - |

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 have been/ will be terminated and the Company takes/ will take legal action against such employees, borrowers and external parties.

XLVII. Detail Of Remuneration To Directors During The Current Year And Last Three Financial Years

Details of Remuneration and sitting fees paid to Directors during the current year and last three financial years (INR Rs.).

| Name of the Director | Remuneration including Sitting Fees | Remuneration including Sitting Fees | Remuneration including Sitting Fees | Remuneration including Sitting Fees |
|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | Current Year till March 19, 2021 | For year ended March 31, 2020 | For year ended March 31, 2019 | For year ended March 31, 2018 |
| Mr. Anindo Mukherjee | NIL | NIL | NIL | NIL |
| Ms. Rajashree***** Nambiar | NIL | NIL | NIL | NIL |



| | | | | |
|-----------------------|-------------|-------------|-------------|-----------|
| Mr. Rakesh Makkar | 3,06,97,063 | 4,24,80,248 | 2,66,43,416 | 7,78,838 |
| Ms. Renu Challu***** | NIL | 2,75,000 | 9,75,000 | 10,00,000 |
| Dr. Milan Shuster | 10,25,000 | 8,50,000 | 8,75,000 | 8,50,000 |
| Ms. Sudha Pillai***** | 11,75,000 | 7,25,000 | NIL | NIL |
| Mr. Pavan Kaushal | NIL | NIL | NIL | NIL |

*****Ms. Rajashree Nambiar appointed w.e.f. 30 October 2018 and resigned w.e.f. 15th January, 2021

***** Ms. Renu Challu resigned w.e.f. 4 August 2019

*****Ms. Sudha Pillai Appointed w.e.f. 21 August 2019

*****Mr. Pavan Kaushal Appointed w.e.f. 19 March, 2021

XLVIII. Authority For Issue

The Shareholders vide resolution dated 15th April, 2020 have authorized issuance of Debentures.

As per Board Resolution dated 8th June, 2020 any two persons among the Authorized Persons for Borrowing be and are authorized to sign and execute such debenture/ security deeds, deeds of mortgage, charge, pledge, hypothecation and such other papers, documents, deeds, term sheets.

Board Resolution 8th June, 2020 authorized any two of the following executives of the Company to execute all necessary documents, undertakings, agreements, deeds, acknowledgments and to complete all other formalities relating to the issue as mentioned in the board resolution.:

XLIX. Change In Accounting Policies During Last Three Years And Its Effect On Profit And Reserves Of The Company

FY20

No change

FY19

No change

FY18



These financial statements have been prepared in accordance with the Indian Accounting Standards (IND AS) as per the Companies (Indian Accounting Standards) Rules, 2015, as amended by the Companies (Indian Accounting Standards) Rules, 2016, notified under Section 133 of the Companies Act, 2013 (the "Act"), other relevant provisions of the Act, guidelines issued by NHB and other accounting principles generally accepted in India.

The financial statements up to and for the year ended 31 March 2018 were prepared in accordance with accounting standards notified under Section 133 of the Act, the relevant rules thereunder, other relevant provisions of the Act and guidelines issued by NHB.

**L. 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 18 | FY 19 | FY 20 |
|-------------------|-------|-------|-------|
| Profit before Tax | 6.45 | 2.96 | 21.39 |
| Profit after Tax | 11.02 | 0.48 | 13.91 |

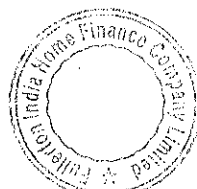
LI. Dividend declared by the Company and interest coverage ratio (Cash profit after tax plus interest paid/ interest paid)

| Year | Dividend declared | Interest coverage ratio | Cash profit before Interest after tax INR Crs | Interest paid INR Crs |
|------|-------------------|-------------------------|---|-----------------------|
| 2020 | NIL | 1.37 | 320 | 307 |
| 2019 | NIL | 1.27 | 184 | 184 |
| 2018 | NIL | 1 | 65 | 60 |
| 2017 | NIL | 0.06 | 0.42 | 7.62 |
| 2016 | NIL | NIL | NIL | NIL |

LII. DECLARATION BY DIRECTORS:

Mr. Rakesh Makkar, Whole Time Director and CEO,, is authorized by the Board of Directors of the Company vide its resolution dated 8th June, 2020 to sign this form and declare that all the requirements of the Companies Act, 2013 ("the Act") and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with and declares to the best of the knowledge that: :

- the Issuer 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,



- c. the monies received under the offer shall be used only for the purposes and objects indicated in this Disclosure Document;
- d. that, 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: 23/03/2021.

Place: Mumbai



For Fullerton India Home Finance Company Limited

A handwritten signature in black ink, appearing to read "K. Parulian".

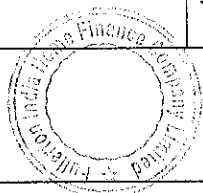
A handwritten signature in black ink, appearing to read "S. Bha".

Authorized Signatory

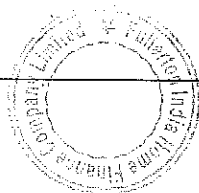
LIII. TERM SHEET- SERIES 16

1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY 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, ISSUED AT PAR BY FULLERTON INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

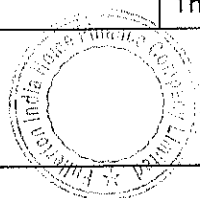
| | |
|---------------------------|---|
| Issuer | Fullerton India Home Finance Limited |
| Security name | 3Month T-Bill Linked Fullerton India Home Finance Company Limited Non-Convertible floating rate Debentures under Series 16 |
| Instrument | Senior, secured, rated, listed, redeemable, transferable, floating rate, non-convertible debentures |
| Seniority | Debentures shall rank Pari Passu with the existing lenders/ debenture holders of the Issuer. The claims of the Debenture Holders shall be superior to the claims of investors/lenders of Tier I and Tier II Capital. For definition purpose-Tier I Capital will include equity shareholders and Tier II Capital shall include subordinated debenture holders |
| Mode of Issue | Private placement basis. |
| Issue Size | 1000 (ONE THOUSAND) (OR SUCH HIGHER NUMBER IN THE EVENT OF EXERCISE OF THE GREENSHOE OPTION, IF ANY) RATED, LISTED, SECURED, REDEEMABLE, TRANSFERABLE, FLOATING RATE NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO INR 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH MAY BE INCREASED TO INR 125,00,00,000/- (RUPEES ONE HUNDRED TWENTY FIVE CRORE ONLY) IN THE EVENT THE GREENSHOE OPTION IS EXERCISED, ISSUED BY FULLERTON INDIA HOUSING FINANCE COMPANY LIMITED ON 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 including but limited to: A. Mutual Funds B. Non-banking financial companies C. Provident Funds and Pension Funds D. Corporates E. Banks F. Foreign Portfolio Investors (FPIs) G. Foreign Institutional Investors (FIIs) H. Qualified Foreign Investors (QFIs) I. Insurance Companies J. Investment holding companies of high net worth individuals K. Any other person (not being an individual or a group of |



| | |
|---|---|
| | individuals) eligible to invest in the Debentures |
| Issuance Form | In Dematerialized Form |
| Credit Rating | CRISIL AAA/ Stable |
| Face Value/ Issue Price/ Redemption Price | Rs. 10,00,000/- each |
| Discount at which security is issued and the effective yield as a result of such discount. | N.A. |
| Minimum Application | 10 Debenture and in multiples of 1 Debenture thereafter |
| Tenor | 2.5 years from Deemed Date of Allotment |
| Redemption/ Maturity Date | 26 th September 2023 |
| Redemption amount | At par |
| Redemption premium/discount | Nil |
| Option to retain oversubscription | Nil |
| Objects of the Issue | The proceeds of these Debentures shall be utilised for eligible end-uses allowed under the relevant regulations and applicable law, including but not limited to on-lending, repayment of debt, investment, working capital and general corporate purposes. |
| Coupon Rate | Aggregate of (i) Benchmark Rate and (ii) Fixed Spread of 2.25% p.a. (225 bps spread over Benchmark), Benchmark rate to be reset on quarterly basis. The Coupon Rate as on date of issue of the Disclosure Document is 5.5% p.a. (Average of last 1 month 3M tbill FBIL benchmark is 3.25% and fixed Spread of to arrive at rate of 5.5%). (Benchmark Rate is set for the first time on 19 th March 2021 and thereafter on each quarterly anniversary of 26 th day of the month until the final Redemption Date). |
| Benchmark/ Benchmark Rate | 3 Month T-Bill (FBIL Benchmark) published on www.fbil.org.in First Benchmark will be the average of daily 3M tbill rates for a period from 19 th Feb 2021 to 18 th Mar 2021. All subsequent Benchmark shall be taken as average closing yield of previous 5 working days (rounding to 2 decimal) before each Coupon Reset date). If FBIL data is not available for Benchmark, then an average of BLOOMBERG 3Month T-bill closing yield of 5 working days before the Coupon Reset date would be considered |
| Spread | Spread will be determined on the first fixing date as a difference of coupon of 5.5% and benchmark rate The Spread would remain constant at 225 bps during the tenor of the NCD |
| Step up/step down Coupon Rate | Not Applicable |
| Coupon Payment Frequency | Annual |
| Coupon Payment Dates/ Interest Payment Dates | 26 th September every year and at maturity |
| Coupon Type | Floating Coupon with Quarterly Reset, Payable on 26 th September every year and on maturity. |



| | |
|---|---|
| <p>Fixing of Benchmark at each reset date to determine annual coupon</p> | <p>At each reset date, the benchmark will be fixed in accordance with methodology mentioned above. Further, the coupon payment will be done basis of average of previous quarter benchmarks plus spread. The first coupon payment is set as an average (simple) rate of previous two quarters benchmark. E.g. Coupon rate to be paid on September 26th 2021 is the average of benchmark on Mar 19th 2021 and June 26th 2021 plus spread.</p> <p>Subsequent annual coupons will be set as an average (simple) rate of previous 4 quarters benchmark plus spread</p> <p>2nd Coupon payment - Eg: Reset dates for benchmark would be</p> <ul style="list-style-type: none"> • September 26th 2021 • December 26th 2021 • Mar 26th 2022 • June 26th 2022 <p>3rd Coupon payment - Reset dates for benchmark would be</p> <ul style="list-style-type: none"> • September 26th 2022 • December 26th 2022 • Mar 26th 2023 • June 26th 2023 |
| <p>Proposed time schedule for which the Disclosure Document is valid</p> | <p>Till redemption</p> |
| <p>Day Count basis</p> | <p>Actual/Actual</p> |
| <p>Interest on Application Money</p> | <p>N.A.</p> |
| <p>Issuer Covenant</p> | <p>In the event the shareholding of FICCL in the company falls below 51% of issued equity share capital, then the Initial debenture holder will have an option to seek early redemption by giving a notice of 60 days</p> |
| <p>Default Interest rate</p> | <p>2% p.a. over the coupon rate</p> |
| <p>Put Date</p> | <p>Not applicable</p> |
| <p>Put Price</p> | <p>Not applicable</p> |
| <p>Call Date</p> | <p>Not applicable</p> |
| <p>Call Price</p> | <p>Not applicable</p> |
| <p>Put Notification Time</p> | <p>Not applicable</p> |
| <p>Call Notification Time</p> | <p>Not applicable</p> |
| <p>Listing</p> | <p>The debentures are proposed to be listed on WDM segment of NSE within 4days of Deemed Date of Allotment.</p> |
| <p>Trustee</p> | <p>"CATALYST TRUSTEESHIP LIMITED"</p> |
| <p>Security</p> | <p>As primary security, pari-passu first charge on Movable Property of the Company.</p> <p>The Company may at its discretion create a first ranking pari passu</p> |



floating charge over Fixed Deposits, as secondary security for the Debentures to the extent of shortfall in the Required Security Cover (defined below), if any.

The Company shall at all times in consultation with the Trustee maintain a security cover of 1.00 time of the Principal Amount, interest amount proportionately ("**Required Security Cover**") throughout the tenor of the Debentures. The value of the Movable Property and Fixed Deposits charged, if any, for this purpose (both for initial and subsequent valuations), shall be the amount reflected as the value thereof in the books of account of the Company.

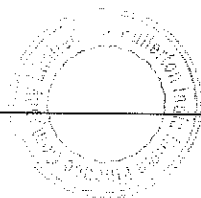
The Issuer will create the Security (as required) within 90 days of execution of Offer Document.

The Company shall submit the certificate of the independent chartered accountant certifying the Required Security Cover for the Debentures along with the list of Movable Property to the Trustee and details of Fixed Deposits, if any, over which a first pari-passu charge has been/ will be created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter.

The above security shall rank pari-passu between the present charge holders, the Debenture Holders and other creditors of the Company for whose benefit the security interest has been created in accordance with the terms and conditions of the Debentures.

Notwithstanding anything contained in this Disclosure Document or any other Transaction Documents, if at any time, the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, the Company may at its discretion, after providing a certificate of the independent chartered accountant confirming that the security cover is at least equivalent the Required Security Cover, seek release of the security created over the Fixed Deposits, and the Trustee shall be authorized to and shall provide the relevant release instructions and such other documents, and take such other actions as may be required to release such security interest (without requiring any further approval or instructions from the Debenture Holders).

Notwithstanding anything contained in this Disclosure Document or any other Transaction Documents, the Debenture Holders and the Trustee acknowledge that (a) the Movable Property is the primary security in relation to the Debentures and the amounts outstanding in relation to the Debentures, and if the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, neither any Debenture Holder nor the Trustee shall take any action to enforce the security interest created over the Fixed Deposits (even if such security



interest over Fixed Deposits has not yet been released); and (b) subject to paragraph (a) above, if the security interest over the Movable Property and the Fixed Deposits becomes enforceable in accordance with the terms of the Transaction Documents, security interest over the Movable Property shall be enforced in the first instance as the primary security, and after applying the proceeds of such enforcement, the security interest over the Fixed Deposits as secondary security may be enforced, to recover an amount equal to the difference in the Required Security Cover and the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company).

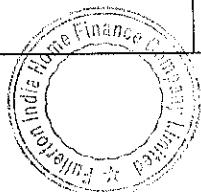
For the purposes of the Addendum and the Disclosure Document:

“Movable Property” means all amounts owing to, and received and/or receivable by the Company and/or any person on its behalf, all book debts, all cash flows, receivables and proceeds arising from / in connection with loan assets of the Company and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of all the aforesaid assets both present and future, and excluding (i) any cash flows, receivables, proceeds, rights, interests and benefits arising from loan assets over which security has been released by the Debenture Trustee and the Debenture Holders in accordance with the Transaction Documents; and (ii) any exclusive security interest created for the benefit of certain governmental, regulatory or statutory authorities, or any entity incorporated by a statute, including National Housing Bank (NHB).

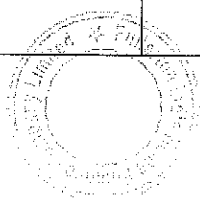
“Fixed Deposits” means rupee denominated fixed term deposit accounts opened and maintained in the name of the Company with scheduled commercial banks excluding: (i) interest on such fixed term deposit accounts; (ii) any other deposits or cash reserves made by the Company; (iii) any deposits maintained by the Company pursuant to any regulatory requirements; (iv) any deposits maintained by the Company for internal compliance purposes; (v) any deposits maintained by the Company for parking the proceeds of any debt availed by the Company pending utilization; (vi) any deposits maintained by the Company for creating debt service redemption account or similar accounts by whatever name called; (vii) any deposits provided/ to be provided by the Company in relation to securitization transactions as credit enhancement/ cash collateral, Constituent Subsidiary General Ledger (CSGL) transaction; (viii) in relation to insurance fixed deposits lien marked for the Company’s customers; (ix) any fixed deposits exclusively and bilaterally charged/ to be charged for the benefit of any lender; and (ix) such other deposits as may be mutually agreed in writing between the Company and Debenture Trustee.

Business Day/ Holiday Convention⁽²⁾

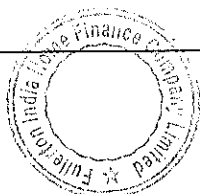
In case an interest payment date falls on a day which is not a Business Day, the following Business Day shall be considered as the effective date(s) for payment of interest. It is clarified that the last interest payment date shall fall on the Final Redemption Date.



| | |
|--|---|
| | In relation to all other payments, if a payment is required to be made or taken on a day other than a Business Day, such payment shall be made or action be taken on the immediately preceding Business Day. |
| Settlement mode of instrument | Payment of interest and principal will be made by way of Cheques/ DD's/ electronic mode. |
| Record Date | Record Date means in relation to any date on which a payment has to be made by the Issuer in respect of the Debentures, the date that is 15 (fifteen) days prior to that payment date. |
| Depository | National Securities Depository Ltd. and Central Depository Services (India) Ltd. (NSDL/ CDSL) |
| Issue/ Bid Opens on | 25 th March 2021 |
| Issue/ Bid Closing Date | 25 th March 2021 |
| Pay in date of Investor to Exchange | 26 th March 2021 |
| Deemed Date of Allotment | 26 th March 2021 |
| Issuance mode of instrument | Demat |
| Trading Mode of instrument | Demat |
| All covenants of the issue (including side letters, accelerated payment clause, etc.) | <p>The covenants of the issue have been set out in detail in the Debenture Trust Deed. These include:</p> <ol style="list-style-type: none"> a. Validity of Transaction Documents; b. Notice of Winding Up or Other Legal Process; c. Financial Statements; d. Preserve Corporate Status; e. Furnish Information to Debenture Trustees; f. Corporate Governance; g. Due Payment of Public and Other Demands; h. Maintenance of Required Security Cover; i. Comply with Provisions of Section 125 of the Companies Act; j. Arm's Length Transaction; k. Delay in execution of Transaction Documents/security documents; l. Default in Payment; m. Delay in Listing; n. Undertaking in relation to security; and o. Disclosure to stock exchange. <p>(each as more particularly described in the Debenture Trust Deed)</p> |
| Transaction Documents⁽³⁾ | <ol style="list-style-type: none"> 1. Debenture Trust Deed 2. Debenture Trustee Agreement, the Security Documents, all other documents in relation to the issuance of the Debentures 3. Deed(s) of Hypothecation 4. This Disclosure Document 5. Any other document that may be jointly designated as a transaction document by the Debenture Trustee and the Company |



| | |
|---|---|
| Conditions Precedent to Disbursement | As per Debenture Trust Deed |
| Condition Subsequent to Disbursement | As per Debenture Trust Deed |
| Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement) | As per Debenture Trust Deed. |
| Creation of recovery expense fund | The Company shall create the recovery expense fund in accordance with Regulation 26(7) of the SEBI Debt Listing Regulations in the manner as may be specified by SEBI from time to time and inform the Debenture Trustee about the same. |
| Conditions for breach of covenants (as specified in the Debenture Trust Deed) | The Debenture Trustee may, at any time, waive on such terms and conditions as to them shall deem expedient any breach by the Company of any of the covenants and provisions in the Debenture Trust Deed without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof. |
| Provisions related to Cross Default Clause | Any indebtedness of the Company for borrowed monies i.e. indebtedness for and in respect of monies borrowed or raised (whether or not for cash consideration) by whatever means (including acceptance, credits, deposits and leasing) exceeding 3% of the net worth of the Issuer ("Threshold") becomes due prior to its stated maturity by reason of default of the terms thereof or any such indebtedness is not paid at its stated maturity or there is a default in making payments due under any guarantee or indemnity given by the Company exceeding the Threshold in respect of the indebtedness of borrowed monies of any person, consequent to which any enforcement action is taken against the Company or its assets to an extent amount liable to be paid under the Debentures |
| Role and Responsibilities of Debenture Trustee | As per Debenture Trust Deed |
| Risk Factors pertaining to the issue | Refer clause [III] and on page [9] of this Disclosure Document |
| Letters of Allotment | The Issuer will issue the Letters of Allotment in dematerialized form within 2 (Two) working days from the Deemed Date of Allotment of Debentures. |
| Compliance | Company reserves right to make multiple issuances under the same ISIN with reference to SEBI Circular CIR/IMD/DF-1/ 67 /2017 dated 30th June 2017. Issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium /par/discount as the case may be in line with SEBI Circular CIR/IMD/DF-1/ 67 /2017 dated 30th June 2017 |
| Validity | The offer is valid till 26 th March 2021, However the Company reserves the right to change / modify the terms at any time without any notice |



| | |
|---------------------------------------|--|
| | during the period of this offer. |
| 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 |

Notes:

- (1) If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
2. The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.
3. The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.
4. While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

LIV. ILLUSTRATION OF BOND CASH FLOWS**Terms –**

| | |
|-----------------------------|--|
| Series Name | Series 16 |
| Investor | HDFC MF |
| Issue Size (Rs.) | Rs. 100 Crores plus green shoe option to raise upto INR 125 Crores |
| Issue Price | Rs. 10,00,000 /- per debenture. |
| Residual Tenor in Days | 914 Days from the Deemed Date of Allotment |
| Minimum Application | 10 Debenture and in multiples of 1 Debenture thereafter |
| Redemption Date | 26 th September 2023 |
| Final Fixing Date | 26 th June 2023 (3months prior to maturity) |
| Redemption / Maturity Value | At Par |

***Cash flows - 30 months**

The following table shows the cash flow payouts till maturity

| Cash Flows | Date | No of days in coupon period | Amount in Rs. |
|--------------|-----------|-----------------------------|-----------------------|
| Interest | 26-Sep-21 | 184 | 3,46,57,534 |
| Interest | 26-Sep-22 | 365 | 6,87,50,000 |
| Interest | 26-Sep-23 | 365 | 6,87,50,000 |
| Principal | 26-Sep-23 | | 1,25,00,00,000 |
| Total | | 914 | 1,42,21,57,534 |

* The return on debenture (annualized) is calculated on the basis of **Issue price** of the debenture as per the initial coupon i.e. at 5.5%. Due to floating nature of the coupon, cash flows are likely to differ based on market movement.

On subscription of INR 125 Crores (Rupees One Hundred and Twenty Five Crores only)

PART B

Annexure I

Details of debt incurred by the Issuer

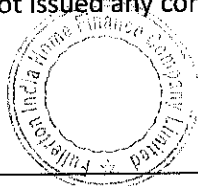
Arranged alphabeticallyi. Commercial Paper:
NIL

ii. Secured Loan Facilities:

| Lender's Name | Type of facility | Sanctioned | Disbursed | Principal o/s | Repayment date | Security |
|----------------------|------------------|--------------|--------------|---------------|----------------|---------------------------------|
| Axis Bank | Term Loan | 50 | 50 | 44 | Sep-24 | First Pari Passu on receivables |
| Axis Bank | Term Loan | 200 | 200 | 178 | Sep-24 | |
| Bank of Baroda-I | Term Loan | 200 | 200 | 67 | Jan-22 | |
| Bank of Baroda-II | Term Loan | 200 | 200 | 142 | Jun-25 | |
| Canara Bank | Term Loan | 50 | 50 | 8 | Mar-21 | |
| Canara Bank | Term Loan | 100 | 100 | 75 | Feb-21 | |
| Corporation | Term Loan | 100 | 25 | 25 | Sep-24 | |
| DCB Bank | Term Loan | 75 | 75 | 53 | Mar-24 | |
| DCB Bank | Term Loan | 50 | 50 | 44 | Oct-25 | |
| Federal Bank -I | Term Loan | 25 | 25 | 6 | Mar-22 | |
| Federal Bank -II | Term Loan | 25 | 25 | 5 | Sep-22 | |
| Federal Bank -III | Term Loan | 100 | 100 | 50 | Jan-21 | |
| Federal Bank -IV | Term Loan | 50 | 50 | 38 | May-23 | |
| Federal Bank -V | Term Loan | 150 | 150 | 150 | Dec-24 | |
| Federal Bank -VI | Term Loan | 100 | 10 | 10 | Sep-25 | |
| HDFC Bank -I | Term Loan | 50 | 50 | 19 | Feb-22 | |
| HDFC Bank -II | Term Loan | 150 | 150 | 90 | Sep-23 | |
| HDFC bank TL III | Term Loan | 50 | 50 | 33 | May-24 | |
| HDFC bank TL IV | Term Loan | 200 | 200 | 150 | Aug-23 | |
| HDFC bank TL V | Term Loan | 175 | 100 | 100 | Sep-25 | |
| HSBC Bank | Term Loan | 50 | 50 | 50 | Apr-23 | |
| HSBC Bank | Term Loan | 150 | 150 | 150 | Apr-23 | |
| HSBC Bank | Term Loan | 300 | 300 | 300 | Jun-24 | |
| ICICI | Term Loan | 130 | 130 | 109 | Sep-23 | |
| Indian Overseas Bank | Term Loan | 250 | 125 | 125 | Mar-25 | |
| Karnataka Bank | Term Loan | 50 | 50 | 50 | Jan-23 | |
| Kotak Mahindra Bank | Term Loan | 50 | 50 | 38 | Apr-23 | |
| State Bank of India | Term Loan | 75 | 75 | 50 | Jan-23 | |
| State Bank of India | Term Loan | 500 | 500 | 389 | Mar-24 | |
| Union Bank of India | Term Loan | 100 | 100 | 100 | Sep-24 | |
| Federal Bank | CC/WCDL | 100 | 100 | 100 | Oct-20 | |
| HSBC Bank | CC/WCDL | 50 | 40 | 40 | Feb-21 | |
| Total | | 3,905 | 3,530 | 2,786 | | |

iii. Non-Convertible Debentures(Secured & Unsecured):

| Series | Original Tenor | Coupon | Amt In Crs | Date of Allotment | Maturity Date | Credit Rating | Secured/Unsecured | Security | |
|-------------------|----------------|-----------------------|--------------|-------------------|---------------|---------------|-------------------|---------------------------------|-----------|
| NCD Series 2 | 2051 | 8% | 40 | 11-Aug-17 | 24-Mar-23 | AAA | Secured | First Pari passu on receivables | |
| NCD Series 4 | 1127 | 7.95% | 30 | 27-Oct-17 | 27-Nov-20 | AAA | Secured | | |
| NCD Series 5 | 1247 | 8.05% | 50 | 20-Nov-17 | 20-Apr-21 | AAA | Secured | | |
| NCD Series 6 | 1773 | 8.75% (SA) | 68 | 20-Jul-18 | 28-May-23 | AAA | Secured | | |
| NCD Series 7 | 1176 | 0%-XIRR 8.48% | 100 | 30-Jan-18 | 20-Apr-21 | AAA | Secured | | |
| NCD Series 8 | 1106 | 0%-xirr of 9.20% | 75 | 19-Jul-18 | 29-Jul-21 | AAA | Secured | | |
| NCD Series 9 | 2555 | 9.25% | 25 | 10-Aug-18 | 08-Aug-25 | AAA | Secured | | |
| NCD Series 10 | 808 | 9.6806%-XIRR of 9.70% | 125 | 07-Jan-19 | 25-Jan-21 | AAA | Secured | | |
| NCD Series 11 | 801 | 9.6746% XIRR of 9.70% | 50 | 11-Jan-19 | 22-Mar-21 | AAA | Secured | | |
| NCD Series 12 | 1827 | 8.65% | 121 | 12-Feb-20 | 12-Feb-25 | AAA | Secured | | |
| Series 13 | 1095 | 7.95% | 175 | 18-May-20 | 18-May-23 | AAA | Secured | | |
| Series 14 | 1095 | 7.20% | 100 | 29-Jun-20 | 29-Jun-23 | AAA | Secured | | |
| Series 15 | 760 | 6.00% | 100 | 14-Sep-20 | 14-Oct-22 | AAA | Secured | | |
| Sub Debt Series 1 | 3651 | 8.50% | 30 | 8-Jun-20 | 07-Jun-30 | AAA | Unsecured | | Unsecured |
| Total | | | 1,089 | | | | | | |

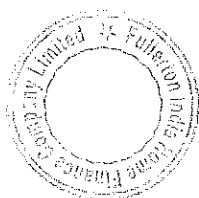
iv. Details of any corporate guarantee(s) issued by the Issuer
The Company has not issued any corporate guarantee

v. Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures/Preference Shares) as on Date:

| Party Name (in case of Facility)/ Instrument Name | Type of Facility / Instrument | Amt Sanctioned / Issued | Principal Amt outstanding | Repayment Date / Schedule | Credit Rating | Secured / Unsecured | Security |
|---|-------------------------------|-------------------------|---------------------------|---------------------------|---------------|---------------------|----------|
| NA | | | | | | | |

vi. Total Borrowing Outstanding as on 31st December 2020:

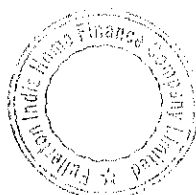
| Sr. No | Instrument | O/s in (Crs) |
|--------|----------------------------|--------------|
| 1 | Term Loans | 2,646 |
| 2 | Working Capital | 140 |
| 3 | Non Convertible Debentures | 1,089 |
| 4 | Commercial Papers | - |
| 5 | Tier II Capital | 30 |
| | Total | 3,905 |



**Annexure II
Financial Information**

Annexure II

| | As at 30 September 2020 (₹ lakhs) | As at 31 March 2020 (₹ lakhs) | As at 31 March 2019 (₹ lakhs) | As at 31 March 2018 (₹ lakhs) |
|--|--|-------------------------------------|-------------------------------------|-------------------------------------|
| ASSETS | | | | |
| Financial assets | | | | |
| Cash and cash equivalents | 11,261 | 11,890 | 9,461 | 349 |
| Bank balances other than cash and cash equivalents | 34,727 | 250 | 5,006 | 5,356 |
| Investments | 39,120 | 38,512 | 31,238 | 4,742 |
| Trade receivables | 6 | 25 | 62 | 26 |
| Other financial assets | 552 | 1,076 | 521 | 394 |
| Loans and advances | 3,84,503 | 3,89,843 | 2,96,731 | 1,87,488 |
| | 4,70,169 | 4,41,596 | 3,43,019 | 1,98,355 |
| Non financial assets | | | | |
| Current tax assets | 175 | 374 | 329 | 32 |
| Deferred tax asset (net) | 3,668 | 2,937 | 1,497 | 1,287 |
| Other non financial assets | 637 | 819 | 823 | 347 |
| Property, plant and equipment | 665 | 820 | 1,010 | 139 |
| Capital Work in Progress | 0 | (0) | - | - |
| Right to use of asset | 1,692 | 2,020 | - | - |
| Intangible assets | 176 | 172 | 84 | 10 |
| Intangible assets under development | 0 | 28 | - | - |
| | 7,013 | 7,170 | 3,743 | 1,815 |
| Total Assets | 4,77,182 | 4,48,766 | 3,46,762 | 2,00,170 |
| LIABILITIES AND EQUITY | | | | |
| Liabilities | | | | |
| Financial liabilities | | | | |
| Trade payables | | | | |
| i) total outstanding dues to micro enterprises and small enterprises | 17 | 0 | - | - |
| ii) total outstanding dues to creditors other than micro enterprises and small enterprises | 476 | 198 | 782 | 452 |
| Debt securities | 1,13,105 | 89,401 | 74,988 | 38,346 |
| Subordinated Debt | 3,059 | | | 95,525 |
| Borrowings | 2,78,375 | 2,80,342 | 2,01,111 | 30,504 |
| Lease rental liabilities | 1,901 | 2,171 | - | - |
| Other financial liabilities | 6,010 | 4,535 | 19,252 | - |
| | 4,02,943 | 3,76,647 | 2,96,133 | 1,64,827 |
| Non financial liabilities | | | | |
| Current tax liabilities | 661 | 148 | 7 | 65 |
| Provisions | 225 | 175 | 94 | 59 |
| Other non financial liabilities | 1,283 | 707 | 823 | 543 |
| | 2,169 | 1,030 | 924 | 667 |
| Equity | | | | |
| Equity share capital | 30,803 | 30,803 | 24,536 | 19,527 |
| Other equity | 41,267 | 40,286 | 25,169 | 15,149 |
| | 72,070 | 71,089 | 49,705 | 34,676 |
| Total liabilities and equity | 4,77,182 | 4,48,766 | 3,46,762 | 2,00,170 |



| | Year ended 30 September 2020 (₹ lakhs) | Year ended 31 March 2020 (₹ lakhs) | Year ended 31 March 2019 (₹ lakhs) | Year ended 31 March 2018 (₹ lakhs) |
|--|--|--|--|--|
| Revenue from operations | | | | |
| Interest income | 26,340 | 50,323 | 30,762 | 12,955 |
| Fees and commission income | 11 | 839 | 359 | 151 |
| Net gain on financial asset at FVTPL | 46 | 1,460 | 1,072 | 236 |
| Ancillary income | 166 | 812 | 545 | 219 |
| Total revenue from operations | 26,563 | 53,434 | 32,738 | 13,561 |
| Other income | 109 | 711 | 242 | 129 |
| Total Income | 26,672 | 54,145 | 32,980 | 13,690 |
| Expenses | | | | |
| Finance costs | 16,144 | 30,657 | 18,388 | 5,993 |
| Net loss on fair value changes | - | - | - | - |
| Impairment on financial assets | 3,813 | 8,508 | 4,351 | 2,807 |
| Employee benefits expense | 3,853 | 7,811 | 5,662 | 2,966 |
| Depreciation, amortisation and impairment | 363 | 727 | 234 | 42 |
| Other expenses | 1,156 | 4,303 | 4,049 | 2,225 |
| Total expenses | 25,329 | 52,006 | 32,684 | 14,033 |
| Profit before tax | 1,343 | 2,139 | 296 | (343) |
| Tax expense | | | | |
| Current tax | 1,080 | 2,186 | 458 | 524 |
| Adjustment of tax relating to earlier periods | - | - | - | - |
| Deferred tax expense / (credit) | (727) | (1,438) | (210) | (1,291) |
| | 353 | 748 | 248 | (767) |
| Net profit after tax | 990 | 1,391 | 48 | 424 |
| Other comprehensive income / (loss) | | | | |
| Items that will not be reclassified to profit or loss | | | | |
| Re-measurement of gain/loss on defined benefit plans | (14) | (8) | (19) | 9 |
| Deferred tax expense relating to above | 4 | 2 | - | - |
| Other comprehensive loss | (10) | (6) | (19) | 9 |
| Total comprehensive income for the year | 980 | 1,385 | 29 | 433 |



Statement of cash flow for the year ended 31 March 2020

| | Year ended 31 March 2020 (₹ lakhs) | Year ended 31 March 2019 (₹ lakhs) | Year ended 31 March 2018 (₹ lakhs) |
|---|--|--|--|
| A. CASH FLOW FROM OPERATING ACTIVITIES | | | |
| Profit before tax | 2,139 | 296 | (343) |
| Adjustments for : | | | |
| Financial asset measured at amortised cost | (597) | (821) | (357) |
| Financial liabilities measured at amortised cost | 218 | 2 | (44) |
| Depreciation, amortisation and impairment | 727 | 234 | 42 |
| Interest income on fixed deposits, bonds and investments | (2,187) | (694) | (921) |
| Discount on commercial papers | - | - | 353 |
| Net (gain)/loss on financial assets at FVTPL | (1,460) | (1,072) | (2) |
| Impairment on financial instruments | 8,508 | 4,251 | 2,807 |
| Write off of fixed assets & intangible assets | - | 1 | - |
| Profit on sale of property, plant and equipment | (0) | - | 20 |
| Fair valuation of SAR liability | 88 | 321 | 20 |
| Operating profit before working capital changes | 7,436 | 2,518 | 1,575 |
| Adjustments for working capital: | | | |
| - (Increase)/decrease in loans and advances | (1,01,032) | (1,11,112) | (1,47,861) |
| - (Increase)/ decrease in other Assets (financial and non financial assets) | 97 | (319) | 2,355 |
| - (Increase)/decrease in trade receivables | 37 | (36) | - |
| - Increase/(decrease) in other liabilities (Provision, financial and non financial liability) | (12,453) | (9,327) | 21,498 |
| Cash generated from/(used in) operating activities | (1,05,915) | (1,18,276) | (1,22,433) |
| Income tax paid (net) | (2,091) | (1,000) | (477) |
| Net cash generated from/(used in) operating activities (A) | (1,08,006) | (1,19,276) | (1,22,910) |
| B. CASH FLOW FROM INVESTING ACTIVITIES | | | |
| Purchase of property plant and equipment and intangibles | (288) | (1,180) | (125) |
| Proceeds from sale of property, plant and equipment and intangibles | 0 | - | - |
| Purchase of investments | (8,84,244) | (17,15,647) | (4,11,500) |
| Sale/maturity of investments | 8,78,431 | 16,89,250 | 4,36,363 |
| Fixed deposit placed during the year | (30,084) | (6,500) | (1,567) |
| Fixed deposit matured during the year | 34,834 | 6,567 | 1,000 |
| Interest received on fixed deposits and bonds | 522 | 486 | 100 |
| Interest received on investments | 1,048 | 440 | - |
| Net cash generated from/(used in) investing activities (B) | 219 | (26,584) | 24,271 |
| C. CASH FLOW FROM FINANCING ACTIVITIES | | | |
| Proceeds from issuance of share capital (including share premium) | 20,000 | 15,000 | - |
| Proceeds from borrowings from banks and financial institutions | 1,46,100 | 1,89,000 | 1,01,175 |
| Repayment of borrowings from banks and financial institutions | (55,220) | (48,500) | (3,750) |
| Payment of ancillary borrowing costs | (200) | (528) | (40) |
| Principal payment and interest payment of Lease liability | (464) | - | - |
| Net cash generated from/(used in) financing activities (C) | 1,10,216 | 1,54,972 | 97,385 |
| Net increase / (decrease) in cash and cash equivalents D=(A+B+C) | 2,429 | 9,112 | (1,254) |
| Cash and cash equivalents as at the beginning of the period (E) | 9,461 | 349 | 1,603 |
| Closing balance of cash and cash equivalents (D+E) | 11,890 | 9,461 | 349 |
| Components of cash and cash equivalents: | | | |
| Cash on hand | 0 | 0 | 0 |
| Balances with banks | | | |
| - in current accounts | 10,089 | 9,461 | 349 |
| - in fixed deposit with maturity less than 3 months | 1,801 | - | - |
| Cash and cash equivalents | 11,890 | 9,461 | 349 |



**Annexure III
Consent letter from debenture trustee
[to be attached]**

CATALYST
Reliance Infrastructure Trust Ltd

CL/PUNZO-21/DEB/119

19.03.2021



Mr. Rachit Gupta,
SVP Treasury,
Fullerton India Home Finance Company Ltd.,
Floor 8 - B Wing, Supreme IT Park,
Supreme City, Near Lake Castle, Powai,
Mumbai - 400 076

Dear Sir,

Re: Consent to act as a Debenture Trustee for Private Placement of Rated, Listed, Secured, Redeemable, Non-Convertible Debentures of INR 100 Crores with a green shoe option to retain upto INR 125 crores under Series- 16.

We refer to your letter dated 18.03.2021, requesting us to convey our consent to act as the Debenture Trustee for the proposed issue of Rated, Listed, Secured, Redeemable, Non-Convertible Debentures of INR 100 Crores with a green shoe option to retain upto INR 125 crores under Series- 16 on private placement basis.

We hereby give our consent to act as Debenture Trustees for the issue of Rated, Listed, Secured, Redeemable, Non-Convertible Debentures of INR 100 Crores with a green shoe option to retain upto INR 125 crores Under Series- 16, on private placement basis.

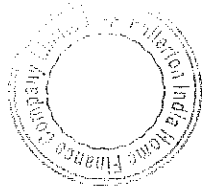
The Company shall enter into an Agreement with Trustee as required by Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993 thereby agreeing to create the security within three months from the date of closure of issue or in accordance with the Companies Act, 2013 or as per the provisions as prescribed by any regulatory authority as applicable and comply with the provisions of applicable laws.

Assuring you of the best professional services

Thanking you,

Yours faithfully,


Authorized Signatory



Annexure IV
Corporate authorizations/Board Resolution



CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF FULLERTON INDIA HOME FINANCE COMPANY LIMITED HELD ON 23 NOVEMBER, 2020

a. Reconstitution of Borrowing Committee and authorisation for borrowing powers

- A) "RESOLVED THAT in supersession of all earlier resolutions passed 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), and the relevant regulations/directions as may be prescribed by the National Housing Bank from time to time (including any amendment(s), modification(s) thereof) and the Articles of Association of the Company, and further subject to approval of the shareholders of the Company at their duly convened and conducted meeting, consent of Board of be and is hereby accorded to borrow by obtaining loans, overdraft facilities, lines of credit, commercial papers, non-convertible debentures, external commercial borrowings (loans/bonds), INR denominated offshore bonds or in any other forms from Banks, Financial Institutions, Insurance Companies, Mutual Funds or other Corporates or other eligible investors, including by way of availing credit limits through Non-Fund based limits i.e. Bank Guarantee, Letter of Credit, etc. or by any other means as deemed fit by it, against the security of term deposits, movables, immovable or such other assets as may be required or as unsecured, 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, its free reserves and Securities Premium, provided that the total amount so borrowed by the Board shall not at any time exceed Rs 7,000 crores (Rupees Seven Thousand Crores only).
- B) RESOLVED FURTHER THAT the Borrowing Committee shall comprise of the following members:
- i. Mr. Rakesh Makkar
 - ii. Mr. Pankaj Malik
 - iii. Mr. Parag Shah
 - iv. Mr. Ram Kolli
 - v. Mr. Animesh Chatterjee

RESOLVED FURTHER THAT subject to the limits approved by the Equity Shareholders for borrowings, the Borrowing Committee be and is hereby authorised to borrow, not exceeding the maximum limit of Rs. 7,000 Crores at any time, by obtaining Loans, Overdraft facilities, lines of credit, Commercial Papers, Non-Convertible Debentures, External Commercial Borrowings (loans/bonds) or in any other forms from Banks, Financial Institutions, Insurance Companies, Mutual Funds or other Corporates or other eligible investors, including by way of availing credit limits through Non-Fund based limits i.e. Bank Guarantee, Letter of Credit, etc. or by any other means as deemed fit by it, against the security of term deposits, movables, immovable or such other assets as may be required or as unsecured.

Fullerton India Home Finance Company Limited
Corporate Office: Floor 5 & 6, B Wing, Supreme Business Park,
Supreme City, Powai, Mumbai - 400 076 | Toll Free No: 1800 107 1003
Email: grihashakti@fullertonindia.com | Website: www.grihashakti.com
CIN number: U65922TN2010PLC076972 | IRDAI COR NO : CA0492

Registered Office: Megh Towers, 3rd Floor, Old No. 307, New No. 165,
Poonamallee High Road, Madhavayal, Chennai - 600 095, Tamil Nadu





RESOLVED FURTHER THAT any two members of the Borrowing Committee be and are hereby jointly authorized to do the following:

- to negotiate, finalise and periodically review, the terms of borrowings, rate of interest, the tenure, fees or commission payable, nature and extent of security to be provided, approve prepayment of borrowings and any amendments or modifications therein;
- to approve borrowing monies denominated in one or more foreign currencies in international markets investments within the limits approved by the Board;
- to undertake the foreign exchange transactions as sanctioned by the banks including the Forward Contracts;
- to undertake Foreign Currency Swaps and Options, Interest Rate Swaps and Options whether in Foreign Exchange or Indian Rupees or from one to another within the limits approved by the Board of Directors and to sign the required application(s); and,
- to do all such acts, deeds and things as may be necessary or expedient for carrying out of the aforesaid activities.

C) RESOLVED FURTHER THAT any two persons amongst the following "Authorized Persons for Borrowing" of the Company:

| Sr. No. | Name | Emp Id | Grade |
|---------|-------------------------------|--------|-------|
| i. | Mr. Rakesh Makkar | 147070 | EVP |
| ii. | Mr. Pankaj Malik | 500282 | EVP |
| iii. | Mr. Anil Noronha | 164493 | EVP |
| iv. | Mr. Ekhlaque Bari | 169981 | EVP |
| v. | Mr. Swaminathan K | 104234 | SM 2 |
| vi. | Mr. Sunderraman Subramanian | 100263 | SM 2 |
| vii. | Mr. Parag Shah | 172426 | SM 3 |
| viii. | Mr. Sanjiv Gyani | 178196 | SM 3 |
| ix. | Mr. Stephen Williams | 142763 | SM 3 |
| x. | Mr. Rajat Grover | 180237 | SM 3 |
| xi. | Mr. P M Mani | 123009 | SM 1 |
| xii. | Mr. Srikanth Neelam | 157329 | SM 2 |
| xiii. | Ms. Seema Sarda | 169682 | SM 1 |
| xiv. | Ms. Usha Dutta | 178075 | SM 3 |
| xv. | Mr. Kapil Chugh | 122938 | SM1 |
| xvi. | Mr. Amit Chandel | 136531 | SM1 |
| xvii. | Mr. Santosh Kumar Gurugubelli | 148238 | SM1 |
| xviii. | Mr. Kartik Bhati | 107777 | SM 2 |
| xix. | Mr. Ram Kolli | 168964 | SM 3 |

be and are hereby jointly authorized to:

- sign and execute (either through the wet signatures or via digital signatures) the required documents like the Loan Documents, deeds of hypothecation, etc.

Fullerton India Home Finance Company Limited
 Corporate Office: Floor 5 & 6, B Wing, Supreme Business Park,
 Supreme City, Powai, Mumbai - 400 076 | Toll free No. 1800 102 1003
 Email: grihashakti@fullertonindia.com | Website: www.grihashakti.com
 CIN number: U65922TN0910PLCD76972 | IRDAI COR NO : CAG492

Registered Office: Megh Towers, 3rd Floor, Old No. 307, New No. 165,
 Poonamallee High Road, Madhavoyal, Chennai - 600 095, Tamil Nadu





- b. sign and execute (either through the wet signatures or via digital signatures) such undertakings and other writings as may be necessary or required for the aforesaid and any changes therein, acknowledgement of debt/balance confirmation(s) and/or any renewal documents.
- c. place such security as may be required from time to time.

RESOLVED FURTHER THAT copy of the aforesaid resolution certified to be true duly signed by any one of the Directors or the Company Secretary be furnished to the lenders and they be requested to act thereon."

For Fullerton India Home Finance Company Limited

Seema
Nirav Sarda
Seema Sarda
Company Secretary

Digitally signed by Seema Sarda
DN: cn=Seema Sarda, o=Fullerton India Home Finance Company Limited, email=seema.sarda@fullertonindia.com, c=IN
Fullerton India Home Finance Company Limited
12, Poonamallee High Road, Maduravoyal, Chennai - 600 095, Tamil Nadu
CIN: U65922TN2010PLC076972 | IRDAI COR NO: CA0492
Call: 080 120 12741-4832

Fullerton India Home Finance Company Limited
Corporate Office: Floor 5 & 6, B Wing, Supreme Business Park,
Supreme City, Powai, Mumbai - 400 076 | Toll Free No: 1800 102 1003
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Poonamallee High Road, Maduravoyal, Chennai - 600 095, Tamil Nadu





CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF FULLERTON INDIA HOME FINANCE COMPANY LIMITED HELD ON 8 JUNE, 2020

Issuance of debt securities up to INR 2500 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, 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 the relevant regulations as issued by National Housing Bank from time to time (including any amendment(s), modification(s) thereof), and subject to approval of the shareholders of the Company at their duly convened and conducted meeting, consent of Board be and is hereby accorded to issue on private placement basis, in one or more series or tranches, long term non-convertible redeemable debentures ("Debentures") subject to the total outstanding Debentures not exceeding INR 2,500 crore (Rupees Two Thousand Five Hundred Crores only) at any time.

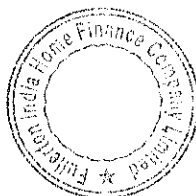
RESOLVED FURTHER THAT the any two members of the Borrowing Committee be and are hereby authorized to consider, transact and decide matters, from time to time, pertaining to offering on private placement of Debentures, including but not limited to finalization and issuance of any offer letter, deciding 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.

RESOLVED FURTHER THAT pursuant to SEBI Circular CIR/IMD/DF-1/67/2017 dated 30 June 2017 on Specifications related to International Securities Identification Number (ISINs) for debt securities ("ISIN reissuance circular") issued under the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, the Board or the Borrowing Committee of the Company or such person/s or such committee (by whatever name called) be and are hereby authorized to approve reissuance of Debentures with/without modifications in terms and/or structure in order to comply with ISIN reissuance

Fullerton India Home Finance Company Limited
Corporate Office: Floor 5 & 6, B Wing, Supreme Business Park,
Supreme City, Powai, Mumbai - 400 076 | Toll Free No: 1800 102 1003
Email: gr@hashakti@fullertonindia.com | Website: www.gr@hashakti.com
CIN number: U65922IN2010PLC076972 | IRDAI COR No: CAD492

Registered Office: Megh Towers, 3rd Floor, Old No. 397, New No. 265,
Poonamallee High Road, Madhavayal, Chennai - 600 075, Tamil Nadu





Israada hai toh Raasta hai

circular provided such reissue is in line with the procedure as has been laid out in Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

RESOLVED FURTHER THAT Mr. Rakesh Makkar, Chief Executive Officer & Whole-time Director, Mr. Pankaj Malik, Chief Financial Officer or Ms. Seema Sarda, Company Secretary, be and are hereby severally authorized to sign and file necessary forms, documents or returns or such other things as may be required with the Registrar of Companies or any other regulatory and/or statutory authority/ies, and to do all such other acts and things as may be necessary.

RESOLVED FURTHER THAT a copy of the aforesaid resolution certified to be true duly signed by any of the Directors or the Company Secretary be furnished to the concerned parties and they be requested to act thereon."

For Fullerton India Home Finance Company Limited

**Seema
Sarda**
Seema Sarda
Company Secretary

Digitally signed by Seema Sarda
DN: cn=Seema Sarda, o=Fullerton India Home Finance Company Limited, ou=Fullerton India Home Finance Company Limited, email=seema.sarda@fullertonindia.com, c=IN
Date: 2023.06.19 10:57:25 +05'30'

Fullerton India Home Finance Company Limited
Corporate Office: floor 5 & 6, B Wing, Supreme Business Park,
Supreme City, Powai, Mumbai - 400 076 | Toll Free No: 1800 202 1003
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Registered Office: Megh Towers, 3rd Floor, Old No. 397, New No. 165,
Poonamallee High Road, Maduravoyal, Chennai - 600 095, Tamil Nadu



**Annexure V
Rating letter**

Ratings

CRISIL
An S&P Global Company

CONFIDENTIAL

FIHFCL/251462/NCD/082000153/7
March 22, 2021

Mr. Rakesh Makkar
Chief Executive Officer
Fullerton India Home Finance Company Limited
Ground Floor, Tradepoint Building
Kamala Mills, Lower Parel,
Mumbai - 400013

Dear Mr. Rakesh Makkar,

Re: CRISIL Rating on the Rs.1500 Crore Non-Convertible Debentures of Fullerton India Home Finance Company Limited

All ratings assigned by CRISIL Ratings are kept under continuous surveillance and review.
Please refer to our rating letters dated February 8, 2021 bearing Ref. no.: FIHFCL/251462/NCD/082000153/6

Please find in the table below the ratings outstanding for your company

| S.No. | Instrument | Rated Amount (Rs. in Crore) | Rating Outstanding |
|-------|----------------------------|-----------------------------|--------------------|
| 1 | Non-Convertible Debentures | 1500 | CRISIL AAA/Stable |

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

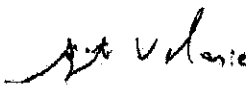
As per our Rating Agreement, CRISIL Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL Ratings reserves the right to withdraw or revise the ratings assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information or other circumstances, which CRISIL Ratings believes, may have an impact on the rating.


As per the latest SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN) along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crsil.com. This will enable CRISIL Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us for any clarifications you may have at debtissue@crsil.com

Should you require any clarifications, please feel free to get in touch with us.

With warm regards,

Yours sincerely,


Ajit Velonie
Director - CRISIL Ratings


Nivedita Shibu
Associate Director - CRISIL Ratings

Disclaimer: A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy, sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. CRISIL Ratings' criteria are available without charge to the public on the web site, www.crsil.com. CRISIL Ratings or its associates may have other commercial transactions with the company/ entity. For the latest rating information on any instrument of any company rated by CRISIL Ratings, please contact Customer Service Helpdesk at CRISILratings@crsil.com or at 1800-267-1301.

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U87100MH2019PLC028267

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crsil.com/ratings