

Serial No. 1  
Addressed to: ADB

### INFORMATION MEMORANDUM

Au Financiers (India) Limited

A public limited company incorporated under the Companies Act, 1956

**Date of Incorporation:** 10th January 1996\*

**Registered Office:** 19A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan, India

**Telephone No.:** 0141-4110060

**Website:** www.aufin.in

\*On conversion of Au Financiers (India) Limited (then known as Au Financiers (India) Private Limited) from a private company into a public company a fresh certificate of incorporation has been issued on 11 January, 2013.

### Information Memorandum for Issue of Debentures on a Private Placement Basis Dated March 22, 2017.

Issue of up to 4900 Rated, Listed, Redeemable Non-Convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each in 2 Series i.e. Series 1 – of up to Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only) ("Series 1 Debentures") and Series 2 – of up to Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only) ("Series 2 Debentures"), aggregating up to Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) (collectively be referred to as the "Debentures") on a private placement basis ("Issue") by Au Financiers (India) Limited

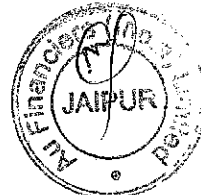
Information Memorandum under Schedule I of Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008

#### Background

This Information Memorandum is related to the Debentures to be issued by Au Financiers (India) Limited (the "Issuer" or "Company") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through resolutions passed by the board of directors of the Issuer on February 22, 2017 and in accordance with the provisions of the Companies Act. Pursuant to the resolution passed by the Shareholders of the Company in a meeting dated August 31, 2016 under Section 180(1)(c) of the Companies Act, subject to the Memorandum and Articles of Association of the Company, the Board has been authorised to borrow, for the purpose of the Company, through Debentures amounts not exceeding Rs. 2,20,00,00,00,000/- (Rupees Twenty Two Thousand Crores only). Consent of shareholders is also obtained through the Special Resolution dated February 25, 2017 passed under Section 42 of the Companies Act read with applicable rules of the Companies Act, 2013, authorising the Company to issue Debentures upto Rs. 50,00,00,00,000/- (Rupees Five Thousand Crores Only) through Private Placement. The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholders resolution.

#### Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by India Ratings & Research Private Limited ("India Ratings"/ "Rating Agency"). The Rating Agency has vide its letter dated March 15, 2017 assigned a rating of 'IND A+ / Positive' in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the Rating Agency and should be evaluated independently of any other ratings. Please refer to Annexure I of this Information Memorandum for the letter dated March 15, 2017 from India Ratings assigning the credit rating abovementioned and the letter dated March 15, 2017 issued by India Ratings disclosing the rating rationale adopted for the aforesaid rating.



**Series 1 Debentures Issue Schedule**

**Issue Opens on:** March 22, 2017

**Issue Closing on:** April 10, 2017

**Deemed Date of Allotment:** As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document

**Series 2 Debentures Issue Schedule**

**Issue Opens on:** March 22, 2017

**Issue Closing on:** April 10, 2017

**Deemed Date of Allotment:** As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document

The Issuer reserves the right to change the aforementioned Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule. The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited ("BSE").

**Rating Agency**

**India Ratings & Research**

A Fitch Group Company  
Wockhardt Towers, Level 4, West Wing,  
Bandra Kurla Complex, Bandra (E), Mumbai -  
400051

**Contact Person:** Ananda Bhoomik  
Tel: +91 22 4000 1700/Fax: +91 22 4000 1701  
Email: ananda.bhoomik@indiaratings.co.in  
Website: www.indiaratings.co.in

**Registrar & Transfer Agent**

**Link Intime India Pvt. Ltd.**

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

**Contact Person:** Ganesh Jadhav  
Tel: +91 22 2596 3838/Fax: +91 22 2596 2691  
Email: ganesh.jadhav@linkintime.co.in  
Website: www.linkintime.co.in

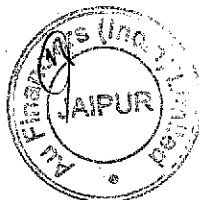
**Debenture Trustee**



**IDBI Trusteeship  
Services Ltd.**

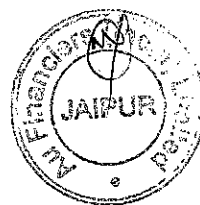
**IDBI Trusteeship Services Ltd.**

Asian Building, Ground Floor, 17, R. Kamani Marg,  
Ballard Estate, Mumbai 400 001, **Contact Person:**  
Swapnali Hirlekar Tel: +91 22 4080 7015/Fax: +91  
22 6631 1776 Email: swapnali@idbitrustee.co.in  
Website: www.idbitrustee.co.in



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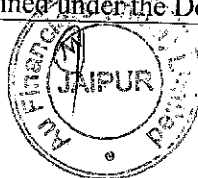
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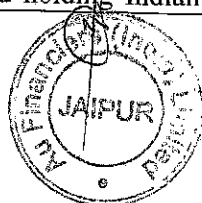
## SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

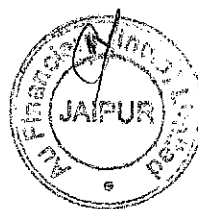
Allot/Allotment/Allotted	The allotment of the Debentures pursuant to this Issue
Application Form	The form used by the recipient of this Disclosure Document, to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as Annexure III.
Board/Board of Directors	The Board of Directors of the Issuer
BSE	BSE Limited
Business Day	A day (other than a Saturday or Sunday) on which banks are open for business generally in Mumbai, India and on which the money market is functioning in Jaipur and Mumbai, India
CDSL	Central Depository Services (India) Limited
Coupon	The interest payable on the Debentures on the Coupon Payment Date(s), which interest shall be the Coupon Rate
Coupon Payment Date(s)	The last day of each Coupon Period
Coupon Period	The period of 6 (Six) months commencing from the Deemed Date of Allotment and every subsequent period of 6 (Six) months thereafter, provided however that the last Coupon Period shall commence from the day immediately succeeding the preceding Coupon Payment Date and end on the relevant Redemption Date
Coupon Rate	<b>Series 1 Debentures</b> - 9.1% (Nine Decimal Point One Percent) per annum payable semiannually <b>Series 2 Debentures</b> - being 9.14% (Nine Decimal Point One Four Percent) per annum payable semiannually
Debentures / NCDs	4900 (Four Thousand and Nine Hundred) Rated, Listed, Redeemable, Non-Convertible Debentures bearing a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each in 2 Series i.e. Series 1 Debentures – Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only), Series 2 Debentures – Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only), aggregating to Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only)
Debenture Holders / Investors	The holders of the Debentures issued by the Issuer pursuant to this Information Memorandum and shall include the registered transferees of the Debentures from time to time
Deemed Date of Allotment	Deemed Date of Allotment for the Series 1 Debentures and the Series 2 Debentures: As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document
Debenture Trust Deed	Debenture trust deed dated March 21, 2017 entered into between the Issuer and the Debenture Trustee
Debenture Trustee	IDBI Trusteeship Services Limited (“ITSL”)
Debenture Trustee Agreement	Agreement to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository	A depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time
Depository Participant / DP	A depository participant as defined under the Depositories Act



Director(s)	Director(s) of the Issuer
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis
DP ID	Depository Participant Identification Number
Due Date	Any date on which the Debenture Holder(s) are entitled to any payments in relation to the Debentures, whether for redemption on maturity or earlier (upon occurrence of an Early Redemption Event or Event of Default) or towards Coupon
EFT	Electronic Fund Transfer
Financial Year/ FY	12 (Twelve) months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year
GAAP	Generally Accepted Accounting Principles
Immovable Property	All the estate, right, title, interest, property, claim and demand whatsoever of the Issuer into or upon the immovable property as more particularly described in the Debenture Trust Deed
Issue	Private Placement of 4900 (Four Thousand and Nine Hundred) Rated, Listed, Redeemable, Non-Convertible Debentures bearing a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each in 2 Series i.e. <b>Series 1 Debentures</b> – Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only), <b>Series 2 Debentures</b> – Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only), aggregating to Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only)
Issue Opening Date	Issue Opening Date for the Series 1 Debentures and the Series 2 Debentures: March 22, 2017
Issue Closing Date	Issue Closing Date for the Series 1 Debentures and the Series 2 Debentures: April 10, 2017
Issuer/ Company	Au Financiers (India) Limited
Redemption Date	Series 1 Redemption Date: 3 <sup>rd</sup> (third) anniversary of the Deemed Date of Allotment Series 2 Redemption Date: 4 <sup>th</sup> (fourth) anniversary of the Deemed Date of Allotment
N.A.	Not Applicable
NBFC	Non Banking Financial Company
NSDL	National Securities Depository Limited
Offer Documents	Shall mean this Information Memorandum and the Private Placement Offer Letter
PAN	Permanent Account Number
Private Placement Offer Letter	The letter dated March 22, 2017 issued by the Issuer pursuant to Section 42 of the Companies Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in the format set out in the said rules
Promoter	(a) Mr. Sanjay Agarwal, an Indian resident with his place of residence as D-111, Yasoda Path Shyam Nagar, Jaipur (Rajasthan) and holding Indian passport number Z3246956 (b) Mr. Chiranjilal Agarwal, an Indian resident with his place of residence as D-111, Yasoda Path Shyam Nagar, Jaipur (Rajasthan) and holding Indian passport number



	H8959179 (c) Mrs. Shakuntala Agarwal, an Indian resident with her place of residence as D-111, Yasoda Path Shyam Nagar, Jaipur (Rajasthan) and holding Indian passport number H8958892 (d) Mrs. Jyoti Agarwal, an Indian resident with her place of residence as D-111, Yasoda Path Shyam Nagar, Jaipur (Rajasthan) and holding Indian passport number G9284295
RBI	Reserve Bank of India
Rating Agency/ India Ratings	India Ratings & Research Private Limited
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Link Intime India Private Limited
ROC	Registrar of Companies
Rs.	Indian Rupees
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended from time to time
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI, as amended from time to time and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued by SEBI, as amended from time to time
Security	A first ranking pari passu mortgage over the immovable property situated at the commercial unit/ office admeasuring approximately 518.00 square feet, i.e. 48.12 sqm. bearing No.303 on the third floor of the building known as "Atharva Feriyaz Plaza" situate at Sr. No. 15/7/3, Pune Satara Road, opp. Shankar Maharaj Math, Dhankawadi, Pune in the State of Maharashtra to be created in terms of the Debenture Trust Deed.  The Debentures are not "secured debentures" for the purpose of Section 71(3) of the Companies Act.
TDS	Tax Deducted at Source
The Companies Act/ the Act	The Companies Act, 1956 or the Companies Act, 2013, as applicable, as amended from time to time
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures
WDM	Wholesale Debt Market



## SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

### 2.1 ISSUER'S DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The Issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

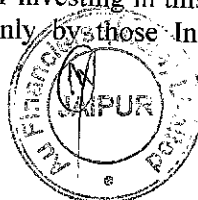
As per the applicable provisions, it is not necessary for a copy of this Information Memorandum/ Disclosure Document to be filed or submitted to the SEBI for its review and/or approval. Further, since the Issue is being made on a private placement basis, the provision of Section 26 of the Companies Act shall not be applicable and accordingly, a copy of this Information Memorandum / Disclosure Document has not been filed with the ROC.

This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations. This Information Memorandum has been prepared solely to provide general information about the Issuer to eligible investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any eligible investor may require. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each investor contemplating subscription to 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 potential investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum 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 being authorised by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

This Information Memorandum and the contents hereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum 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 Form along with this Information Memorandum being issued have been sent. Any application by a person to whom the Information Memorandum has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Information Memorandum may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and all reproductions whether in whole or in part and any other information, statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

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

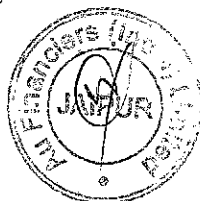
Neither the delivery of this Information Memorandum nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Information Memorandum 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 or has been taken to permit an offering of the Debentures or the distribution of this Information Memorandum in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum is made available to potential investors in the Issue on the strict understanding that it is confidential. Pursuant to this Information Memorandum, the Issuer is making a single offer of 2 (two) series of Debentures, i.e. the Series 1 Debentures and the Series 2 Debentures.

## **2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES**

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE 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.

## **2.3 DISCLAIMER CLAUSE OF SEBI**





As per the provisions of the SEBI Debt Listing Regulations, 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 issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

#### **2.4 DISCLAIMER IN RESPECT OF JURISDICTION**

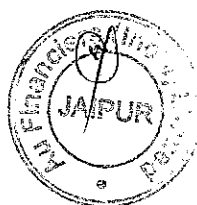
This Issue is made in India to Investors as specified under the clause titled "Eligible Investors" of this Information Memorandum, who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the jurisdiction of the courts and tribunals at New Delhi. 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.

#### **2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES**

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. 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 bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

#### **2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM**

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the Issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of the Depositories Act. The Issuer shall take necessary steps to credit the Debentures Allotted to the beneficial owner account maintained by the Investor with its depository participant.



### **SECTION 3: RISK FACTORS**

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential investors should carefully consider all the risk factors in this Information Memorandum for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

#### **3.1 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER**

Potential investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

#### **3.2 THE SECONDARY MARKET FOR THE DEBENTURES MAY BE ILLIQUID**

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential investors may have to hold the Debenture until redemption to realize any value.

#### **3.3 CREDIT RISK & RATING DOWNGRADE RISK**

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

#### **3.4 TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS**

Special tax considerations and legal considerations may apply to certain types of investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of this investment.

#### **3.5 ACCOUNTING CONSIDERATIONS**

Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.

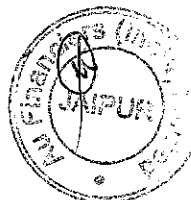
#### **3.6 SECURED DEBENTURES**

The Debentures are not "secured debentures" for the purpose of Section 71(3) of the Companies Act.

#### **3.7 MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.**

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

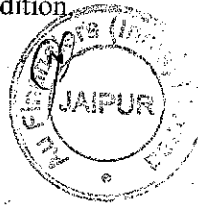
#### **3.8 LEGALITY OF PURCHASE**



Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

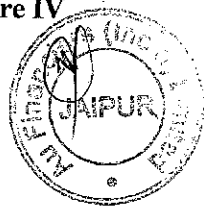
### **3.9 POLITICAL AND ECONOMIC RISK IN INDIA**

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.



#### SECTION 4: FINANCIAL STATEMENTS

As set out in Annexure IV



## SECTION 5: REGULATORY DISCLOSURES

The Information Memorandum is prepared in accordance with the provisions of the SEBI Debt Listing Regulations and in this section, the Issuer has set out the details required to be disclosed as per Schedule I of the SEBI Debt Listing Regulations

### 5.1 Documents Submitted to the Exchanges

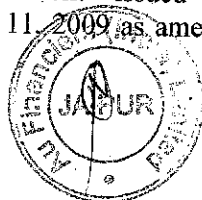
The following documents (along with the listing application) have been/shall be submitted to the BSE:

- (a) Memorandum 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 Board Resolution dated February 22, 2017 authorizing the borrowing and list of authorized signatories;
- (e) An undertaking from the Issuer stating that the necessary documents for creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations / act / rules etc. and the same would be uploaded on the website of BSE where the Debentures have been listed, within 5 (Five) working days of execution of the same;
- (f) Certified true copy of the resolution passed under Sections 180 (1)(a) and 180 (1)(c) of the Companies Act at the Annual General Meeting of the Company held on August 31, 2016 authorising the Board of Directors to borrow and create charge over its assets, for the purpose of the Issuer, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 2,20,00,00,00,000/- (Rupees Twenty Two Thousand Crores only);
- (g) Certified true copy of the resolution passed by the shareholders of the Company under Section 42 of the Companies Act at the meeting dated February 25, 2017 authorising the Board of Directors to borrow by way of issue of non-convertible debentures on a private placement, for the purpose of the Issuer, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 50,000,000,000/- (Rupees Five Thousand Crores only);
- (h) A confirmation/undertaking that no consent/permission is required from the prior creditors to create a *pari passu* charge.
- (i) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

### 5.2 Documents submitted to Debenture Trustee

The following documents have been / shall be submitted to the Debenture Trustee in electronic form (soft copy) at the time of Allotment of the Debentures:

- (a) Memorandum 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) An undertaking to the effect that the Issuer would, till the redemption of the Debentures, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No.SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 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' (QIBs) and other existing Debenture Holders within 2 (Two) working days of their specific request.

### 5.3 Name and Address of Registered Office of the Issuer

Name	: Au Financiers (India) Limited
Registered office.	: 19A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan, India
Corporate office of Issuer	: D – 313, 3rd Floor, Kanakia Zillion, Junction of CST Road and L.B.S. Marg, Kurla West, Mumbai – 400070
Compliance officer of Issuer	: Mr. Manmohan Parnami
CFO of Issuer	: Mr. Deepak Jain
Registration Number	: 17-011381
Corporate Identification Number	: U36911RJ1996PLC011381
Phone No.	: 0141-4110060
Fax No.	: 0141-4110090
Contact Person	: Mr. Manmohan Parnami
Email	: manmohan.parnami@aufin.in
Website of issuer	: www.aufin.in
Auditors of the Issuer	: S. R. Batliboi & Associates LLP
Address	: Golf View, Corporate Tower B, Sector 42, Sector Road, Gurgaon – 122002, Haryana, India
Trustee to the Issue	: IDBI Trusteeship Services Limited
Address	: Asian Building, Ground Floor 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, Maharashtra / J-1, Virjanand Marg, Vikas Puri, New Delhi – 110018
Registrar to the Issue	: Link Intime India Pvt. Ltd.
Address	: C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West), Mumbai – 400078
Credit Rating Agency of the Issue	: India Ratings & Research Private Limited
Address	: Wockhardt Towers, Level 4, West Wing, Bandra Kurla Complex, Bandra (E), Mumbai – 400051
Arranger of the Issue	: Not Applicable

### 5.4 A brief summary of business / activities of Issuer and its line of business

#### (a) Overview

**Incorporation:** Au Financiers (India) Limited is an NBFC, registered with Reserve Bank of India, incorporated in the year 1996 under the provisions of the Companies Act, 1956 by Mr. Sanjay



Agarwal, Chartered Accountant and 1<sup>st</sup> Generation entrepreneur. It is one of the fastest growing and non-captive NBFCs in the country.

**Regulatory Status:** It is a Non-deposit accepting systemically Important Asset Finance Company (NBFC-ND-AFC-SI).

**Company got the final approval for converting into a Small Finance Bank from Reserve Bank of India vide letter dated December 20, 2016 License No. MUM: 126, the only entity which is Asset Finance Company NBFC (NBFC-AFC) to get this honourable and respectful permission.**

**Product Segment:** The Company is a leading NBFC engaged in the business of financing income generating assets primarily vehicle loans, collateral backed SME loans and has recently forayed into housing finance. The brief about the same is as under:

- **Vehicle Loans:** The Company is primarily engaged in originating and underwriting secured loans for commercial vehicles. It provides loans for new vehicles and second-hand vehicles including refinancing. It offers loans for heavy and light commercial vehicles, multi-utility vehicles, tractors and three wheelers. The loans are secured by way of Exclusive hypothecation over the vehicle financed by way of HPN marked in the records of RTO.
- **Small Secured Business Loans (MSME & SME Loans):** The Company offers loans to micro and small manufacturers & service enterprises, tiny units and agriculture based SME activities. These Loans are mainly facilitating needs like equipment purchase, business expansion, new business start-up, technology up-gradation, working capital requirements, erection of building and sheds etc. These loans are backed by collateral security (Residential and commercial property qualifying for mortgage through deposit of title deeds) apart from the primary security of the underlying asset financed.

**Branch Network:** The Company has a distribution network of 300 branches with over 6000 plus employees spread across 10 states in northern, western and central India as on December 31, 2016. It is highly penetrated in Rajasthan with a carpet coverage of 132 branches, fast growing presence in Maharashtra & Gujarat with 40 and 44 branches in each state respectively and has expanded in Goa, Punjab, Madhya Pradesh, Chhattisgarh and Delhi / NCR, Haryana and Himachal Pradesh.

**Customer Segment:** The target customers for the Company are from low-income group, self-employed individuals and first-time users/buyers, especially in rural and semi-urban areas which are under penetrated.

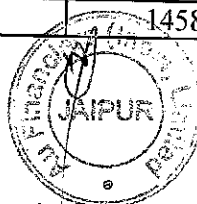
**Upgrade in rating:** Au Financiers (India) Limited has been assigned an **Issuer Rating of BWR AA (Pronounced BWR Double A Stable Outlook)**. An issuer with this rating is considered to offer a high degree of Credit Worthiness.

Further our Company has been assigned fresh long term rating of "IND A+/Positive" and short term rating of "IND A1+" by India Ratings and Research Pvt. Ltd. Also, ICRA has assigned "ICRA A+" long term rating to our Company.

(b) **Corporate Structure**

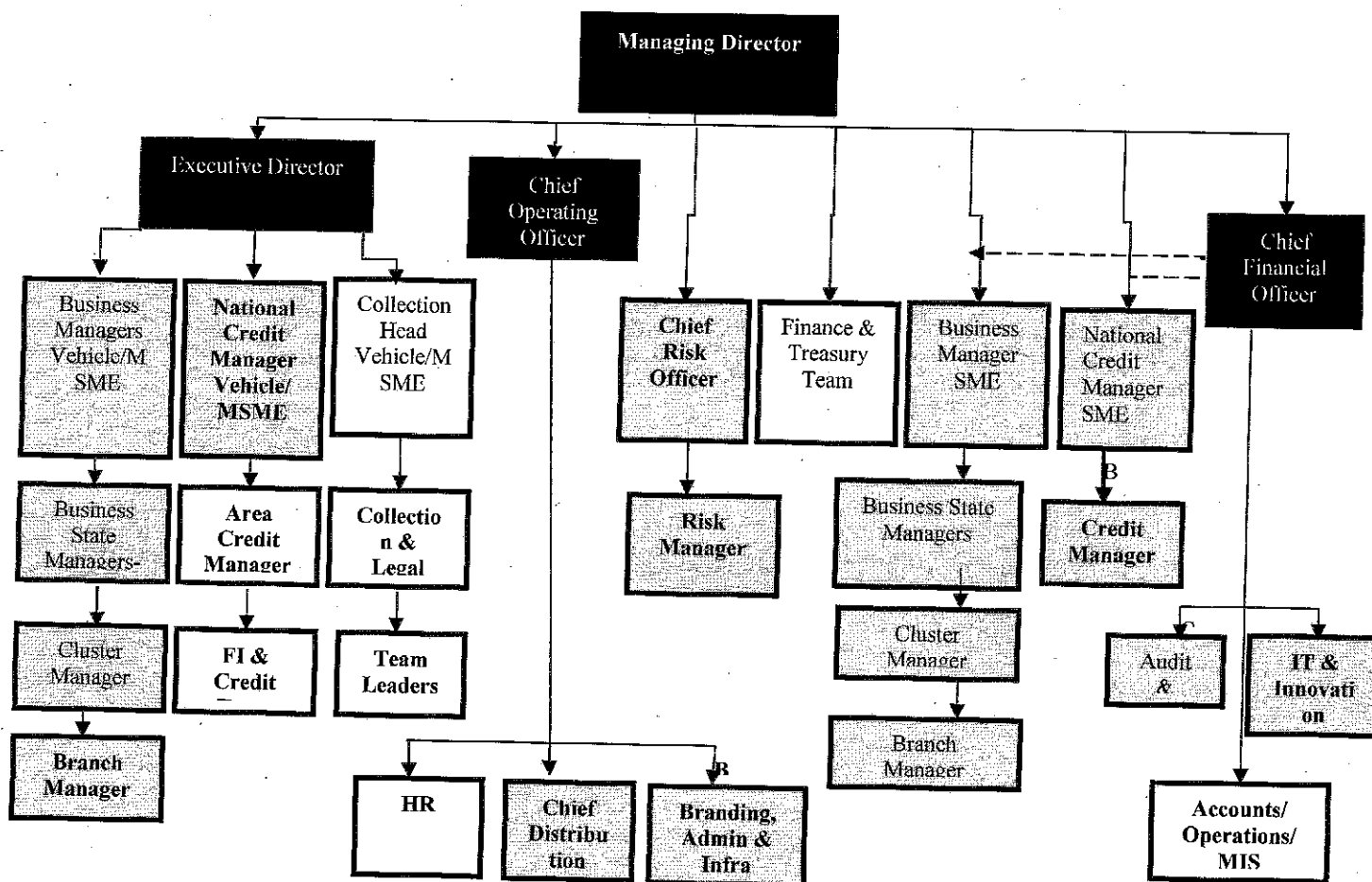
**Current Shareholding pattern of the Company:**

Sr. No.	Name of the Shareholder (Particulars)	Total No. of Equity Shares	No of Shares held in Demat Form	% to total equity
1	Promoter & Promoter Group*	102425826	102425826	36.03%
2	Insurance Companies	14581602	14581602	5.13%



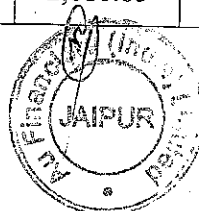
3	Domestic Companies/LLP/HUF/TRUST	11397936	11397936	4.01%
4	Resident Individual	21928050	21928050	7.72%
A	<b>Total Resident</b>	<b>150333414</b>	<b>150333414</b>	<b>52.89%</b>
1	Foreign Investors	103457388	103457388	36.39%
2	Financial Institutions/ Banks	30288678	30288678	10.66%
3	Non Resident National	171426	171426	0.06%
B	<b>Total Non Resident</b>	<b>133917492</b>	<b>133917492</b>	<b>47.11%</b>

\*15953143 number of promoter "Mr. Sanjay Agarwal" shares are pledged with Axis Finance Limited



(c) Key Operational and Financial Parameters for the last 3 (Three) audited years

Parameters		(Rs. Crore)			
		H1 FY 2016-17 (Provisional)	FY 2015-16 (Audited)	FY 2014-15 (Audited)	FY 2013-14 (Audited)
Networth		1,678.00	991.07	794.9	631.38
Total Debt		4,742.01	4,782.62	2878.31	2,130.05
Comprising of	Non-Current Maturities of Long Term Borrowing	3,028.46	2,810.85	1579.57	1,273.46





	Short Term Borrowing	703.65	1,006.58	972.64	468.47
	Current Maturities of Long Term Borrowing	1,009.90	965.19	326.11	388.12
	Total Non-Current Liabilities (including Non-Current Maturities of Long Term Borrowing & excluding Networth)	3,145.04	2,912.03	1661.17	1314.63
	Net Fixed Assets	75.44	24.6	18.46	16.05
	Non-Current Assets (including Net Fixed Assets)	4,187.64	3,898.06	2396.46	1,610.01
	Cash and Cash Equivalents	170.36	123.43	202.92	203.36
	Current Investments	262.53	172.23	27.19	26.2
	Total Current Assets	2,869.02	2,396.16	1635.1	1392.95
	Current Liabilities (including Short Term Borrowings & Current Portion of Long Term Debt which is disclosed above)	1,713.55	1,971.76	1575.48	1,057.03
	Assets Under Management	9,368.39	8221.29	5567.71	4449.01
	Off Balance Sheet Assets	3,191.05	2600.47	2,163.77	1992.96
	Interest Income	657.02	1,010.46	725.19	610.68
	Interest Expense	252.57	395.25	281.97	288.94
	Provisioning & Write-offs	26.43	39.84	91.74	76.52
	PAT	661.14	211.62	140.23	92.39
	Gross NPA (%)	1.61%	0.88%	1.76%	1.73%
	Net NPA (%)	1.18%	0.56%	0.44%	0.42%
	Tier I Capital Adequacy Ratio (%)	22.26%	13.66%	17.19%	17.45%
	Tier II Capital Adequacy Ratio (%)	2.22%	3.43%	1.45%	2.98%

#It included profit on sale of investment (subsidiary & associates) of Rs. 516.84 Cr.

**Gross Debt: Equity Ratio of the Company:**

Before the issue of Debentures	2.83
After the issue of Debentures	3.12

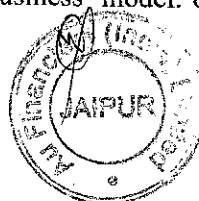
- (d) **Project cost and means of financing, in case of funding new projects:**  
N.A.

**5.5 Brief history of the Issuer since its incorporation**

The Issuer is an NBFC, registered with Reserve Bank of India, incorporated in the year 1996 under the provisions of the Companies Act, 1956 by Mr. Sanjay Agarwal, Chartered Accountant and 1<sup>st</sup> generation entrepreneur. It is one of the fastest growing and non-captive NBFCs based out of western & central India. Pursuant to the Special Resolution dated 10<sup>th</sup> January 2013, the Company has converted itself from a private company into a public company. Accordingly a fresh certificate of incorporation dated 11<sup>th</sup> January 2013 has been issued to the Issuer.

It is the only Non-deposit accepting Systemically Important Asset Finance Company (NBFC-ND-AFC-SI).

Initially, the Company started vehicle finance; capital funded from HNIs. Due to the high cost of HNI funding and limited scalability, it then worked on a fee based model helping private sector banks increase their penetration. In December 2003, HDFC Bank offered the Company to work on a joint financing basis under its 'Channel Business' model. Under this model, the



loans were written directly on the books of the bank but the company was responsible for sourcing, credit assessment and collections. The bank was provided a fixed return and the excess spread over this rate was with the company. This arrangement with renowned Bank facilitated significant visibility for the company, along with 'on tap' funding. The bank also helped in training staff, formalizing its credit policy, finalizing distribution strategy and developing back end systems. This helped the Company to create a strong and stable foundation on which it built its fund based business.

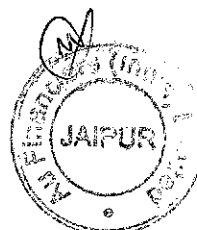
Post first equity infusion from investors, it started disbursements under its own books. This helped the Company to build better customer relationship, enhance customer ownership and facilitate higher scalability.

(a) **Details of Share Capital as on as on December 31, 2016:**

SHARE CAPITAL		AMOUNT (Rs.)
<b>AUTHORIZED SHARE CAPITAL</b>		
35,00,00,000 Equity Shares of Rs. 10/- each	(A)	3,50,00,00,000
Compulsory Convertible Preference Shares of Rs. 100/- each	(B)	NIL
<b>Total Authorized Share capital</b>	<b>(A)+(B)= (C)</b>	<b>3,50,00,00,000</b>
<b>ISSUED SHARE CAPITAL</b>		
27,43,63,967 Equity Shares of Rs. 10/- each	(A)	2,74,36,39,670
Compulsory Convertible Preference Shares of Rs. 100/- each	(B)	NIL
<b>Total Issued Share Capital</b>	<b>(A)+(B)= (C)</b>	<b>2,74,36,39,670</b>
<b>SUBSCRIBED SHARE CAPITAL</b>		
27,43,50,906 Equity Shares of Rs. 10/- each	(A)	2,743,509,060
Compulsory Convertible Preference Shares of Rs. 100/- each	(B)	NIL
<b>Total Subscribed Share Capital</b>	<b>(A)+(B)= (C)</b>	<b>2,743,509,060</b>
<b>PAID UP SHARE CAPITAL</b>		
27,43,50,906 Equity Shares of Rs. 10/- each fully paid up	(A)	2,74,35,09,060
Compulsory Convertible Preference Shares of Rs. 100/- each	(B)	NIL
<b>Total paid up Capital</b>	<b>(A)+(B)= (C)</b>	<b>2,74,35,09,060</b>

(b) **Changes in its capital structure as on December 31, 2016, for the last Five years:**

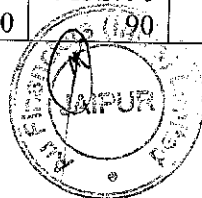
Date of Change (AGM/EGM)	Rs	Particulars
04.03.2010	97,00,00,000/-	Increased from Rs. 37 Crores to Rs. 97 Crores by addition of 6,000,000 Compulsory Convertible Preference Shares of Rs. 100 each.
20.02.2012	97,00,00,000/-	Reclassified unissued 5,00,000 preference shares into 50,00,000 equity shares.
17.07.2012	97,00,00,000/-	Reclassified unissued 7,15,000 preference shares into 71,50,000 equity shares.
17.07.2012	97,00,00,000/-	Reclassified unissued 49,00,000 preference shares into 4,90,00,000 equity shares.



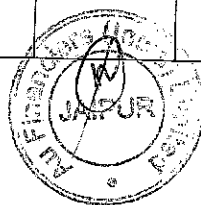
Date of Change (AGM/EGM)	Rs	Particulars
29.03.2014	97,00,00,000/-	*The Company carried out preferential offer of 36,23,188 equity shares and out of which 27,83,770 equity shares were subscribed by shareholders and applicants by 31st March, 2014.  Out of 27,83,770 equity shares subscribed, on 22,03,164 Equity shares having face value of Rs. 10 and security premium of Rs. 335 per share was received and on 5,80,606 equity shares Rs. 5 out of Rs. 10 face value is paid up and security premium of Rs. 167.50 per equity share was received. Balance amount on 5,80,606 would be received by or before 31st March, 2015.
30.03.2015	97,00,00,000/-	Balance amount on 5,80,606 of preferential offer paid by the shareholders in March, 2015
10.08.2016	970,000,000/-	Issue of 16,44,399 equity shares of Rs. 10 each to shareholders on Preferential basis upon conversion of warrants.
10.06.2016	970,000,000/-	Reclassifications of 18,85,000 CPPS of Rs. 100 each into 1,88,50,000 Equity Shares of Rs. 10 each
10.10.2016	3,500,000,000/-	Increased from Rs. 97 Crores to Rs. 350 Crores by addition of 25,30,00,000 equity shares of Rs. 10 each.
10.10.2016	3,500,000,000/-	Issue and allotment of 22,86,25,755 Bonus Equity Shares to the existing Equity Shareholders

(c) **Equity Share Capital History of the Company as on December 31, 2016, for the last Five years:**

Date of Allotment	No. of Equity Shares	Face Value (Rs)	Issue Price (Rs)	Consideration (Cash, other than cash, etc)	Nature of Allotment	Cumulative			Remarks
						No. of Equity Shares	Equity Share Capital (Rs)	Equity Share Premium (in Rs)	
20.02.2012	1813709.00	10	60.65	Conversion of Preference Shares	Conversion of Preference Shares	18372279.00	183722790	91862910.00	Conversion of Preference Shares
10.03.2012	122.00	10	200.21	Cash	Preferential Allotment	18372401.00	183724010	23205.56	Preferential Allotment
17.07.2012	4876275.00	10	26.66	Conversion of Preference Shares	Conversion of Preference Shares	23248676.00	232486760	81237250.00	Conversion of Preference Shares
17.07.2012	8079233.00	10	60.65	Conversion of	Conversion of	31327909.00	313279090	409206670.00	Conversion of Preference



	0			Preference Shares	Preference Shares				Shares
17.07.2012	9142716.00	10	13.35	Conversion of Preference Shares	Conversion of Preference Shares	40470625.00	404706250	30628098.60	Conversion of Preference Shares
28.03.2014*	2783770.00	10	345	Issuance of shares on Preferential offer of Equity shares	Preferential Allotment	43254395.00	429640920	932562950.00	Preferential Allotment
03.04.2014	826357.00	10	345	Issuance of shares on Preferential offer of Equity shares	Preferential Allotment	44080752.00	437904490	276829595.00	Preferential Allotment
28.03.2014 and 31.03.2015*	5,80,606	10	345	Issuance of shares on Preferential offer of Equity shares	Preferential Allotment	44080752.00	440807520	97251505.00	5,80,606 partly paid up equity shares issued on 28.03.2014 and converted in fully paid up equity shares on 31 <sup>st</sup> Mar-15.
09.09.2016	16,44,399	10	200.21	Preferential offer of equity shares to the shareholder of the company	Preferential Allotment upon conversion of share warrants into equity shares	45725151.00	457251510	31,27,81,134	16,44,399 share warrants into equity shares
10.10.2016	-	-	-	Reclassification of CPPS	-	-	-	-	Reclassification of 18,85,000 CPPS face of Rs. 100 each into 1,88,50,000 Equity Shares face value of Rs. 10 each



19.10.2016	22,86,25,755	10	0	No Consideration	Bonus Issue	274350906.00	2743509060	0	22,86,25,755 equity share issued as bonus share to the existing shareholders of the company
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\* 7,073 Equity Shares were allotted to Mr. Deepak Jain; 12,638 Equity Shares were allotted to Mr. Uttam Tibrewal; and 560,895 Equity Shares were allotted to MYS Holdings Private Limited. These shares were allotted on a partly paid-up basis with ₹ 5 per Equity Share towards face value and ₹ 167.50 per Equity Share towards premium amount paid at the time of allotment. The balance of ₹ 5 per Equity Share towards face value and ₹ 167.50 per Equity Share towards premium amount was paid as required, on or before March 31, 2015.

Note:

1. Labh Investments Limited has acquired 10.01% stake in Company by purchasing 2,640,845 shares from India Business Excellence Fund and India Business Excellence Fund I (MOPE Investors) & 1,408,451 Shares from Promoters of the Company.
2. Kedaara Capital Alternative Investment Fund – Kedaara Capital AIF I (Domestic entity) & Ourea Holdings Limited (Foreign entity) has acquired 1,77,073 shares and 42,22,927 shares of the company respectively by purchasing 22,00,000 shares from India Business Excellence Fund and India Business Excellence Fund I (MOPE Investors) & 22,00,000 Shares from International Finance Corporation (IFC).

(d) **Details of any Acquisition or Amalgamation in the last 1 (One) year:**

N.A.

(e) **Details of any Reorganization or Reconstruction in the last 1 (one) year:**

Type of Event	Date of Announcement	Date of Completion	Details
N.A.	N.A.	N.A.	N.A.

**5.6 Details of the shareholding of the Company as on December 31, 2016:**

(a) **Shareholding pattern of the Company as on December 31, 2016:**

Sr. No.	Name of the Shareholder (Particulars)	Total no. of equity shares	No of shares held in demat form	% to total equity
1	Promoters	85,873,926	85,873,926	31.30%
2	Domestic Companies	31,211,568	31,211,568	11.38%
3	Resident individuals	23,347,920	23,347,920	8.51%
A	<b>TOTAL RESIDENT</b>	<b>140,433,414</b>	<b>140,433,414</b>	<b>51.19%</b>
4	Non-resident Companies	133,746,066	133,746,066	48.75%
5	Non-resident Individuals	171,426	171,426	0.06%
B	<b>TOTAL NON RESIDENT</b>	<b>133,917,492</b>	<b>133,917,492</b>	<b>48.81%</b>
	<b>TOTAL SHAREHOLDING (A+B)</b>	<b>274,350,906</b>	<b>274,350,906</b>	<b>100.00%</b>

Note: Shares pledged or encumbered by promoters (if any): NIL

(b) **List of top 10 holders of equity shares of the Company as on December 31, 2016:**

S. No.	Name of the Shareholders	Total no. of equity shares	No of shares held in demat form	Shares as % of total no. of equity shares
1	REDWOOD INVESTMENT LTD	59770794	59770794	21.03%
2	MR. SANJAY AGARWAL	58477128	58477128	20.57%
3	INTERNATIONAL FINANCE	30288678	30288678	10.66%



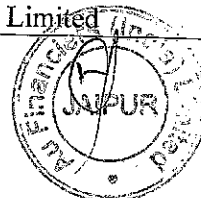
	CORPORATION			
4	LABH INVESTMENTS LIMITED	22537530	22537530	7.93%
5	OUREA HOLDINGS LIMITED	21149064	21149064	7.44%
6	MRS. JYOTI AGARWAL	14182272	14182272	4.99%
7	MRS. SHAKUNTALA AGARWAL	14094756	14094756	4.96%
8	MR. CHIRANJILAL AGARWAL	8119770	8119770	2.86%
9	MYS HOLDINGS PRIVATE LIMITED	7460466	7460466	2.62%
10A	ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED NRSM	4857144	4857144	1.71%
10B	SBI LIFE INSURANCE CO. LTD	4857144	4857144	1.71%

**5.7 Following details regarding the directors of the Company:**

**(a) Details of current directors of the Company as on January 31, 2017:\***

This table sets out the details regarding the Company's Board of Directors as on date of the Information Memorandum:

S. N. o.	Name, Designation and DIN	Age( years )	Address	Director of the company since	*Details of other directorship
1	<b>Mr. Sanjay Agarwal</b> Managing Director <b>DIN: 00009526</b>	46	D-111, Yasoda Path Shyam Nagar, Jaipur (Rajasthan)	22.01.2003	Director Of Public Companies:1 Total Directorships Held: 1 1. Au Financiers (India) Limited
2	<b>Mr.Uttam Tibrewal</b> Whole Time Director/ Executive Director <b>DIN: 01024940</b>	46	F-19 Ram Path near CLC Institute, Shyam Nagar EXT, Sodala, Jaipur Ram nagar Extension, Jaipur, 302019, Rajasthan	22.01.2005	Director Of Public Companies: 1 Total Directorships Held: 1 1. Au Financiers (India) Limited
3	<b>Mr. Krishan Kant Rathi,</b> Director <b>DIN: 00040094</b>	55	B/72, Dakshina Park, Plot No. 15, N.S Road, 10th JVPD Scheme, Mumbai – 400049 (Maharashtra)	18.03.2008	Director of Public Companies: 8 Total directorships held: 18 1. First Bridge Capital Partners LLP 2. Indianivesh Investment Advisors LLP 3. First Bridge Fincap Services LLP 4. Future Consumer Limited 5. Capital Foods Limited 6. Tea Post Private Limited 7. Treo Engineering Private Limited 8. Shendra Advisory Services Private limited 9. Au Financiers (India) Limited 10. Shendra Advisory Services Private Limited

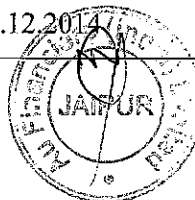


S. N o.	Name, Designation and DIN	Age( years )	Address	Director of the company since	*Details of other directorship
					11. Sprint Advisory Services Private Limited 12. Future Capital Financial Services Limited 13. Au Housing Finance Limited 14. Future Generali India Life Insurance Company Limited 15. Future Generali India Insurance Company Limited 16. Indianivesh Fund Managers Private Limited 17. First Bridge Finance & Investments Private Limited 18. Omega Designs Private Limited
4	<b>Mr. Mannil Venugopalan,</b> DIRECTOR DIN: 00255575	71	Mannil House, House No. 17/229, Thalakkolly DESOM, Ernakulam Dist, Aluva, PIN- 683102, Kerala	30.05.2013	Director Of Public Companies: 8  Total Directorships Held: 10  1. Shreyas Shipping And Logistics Limited 2. Dewan Housing Finance Corporation Limited 3. Whitestone Resources Private Limited 4. Shivalik Agro Poly Products Ltd 5. Au Financiers (India) Limited 6. Lichfl Asset Management Company Limited 7. Family Credit Limited 8. L & T Finance Limited 9. Shaolin Trusteeship Private Limited 10. Il&Fs Environmental Infrastructure And Services Limited
5	<b>Ms. Jyoti Narang</b> Independent Director DIN: 00351187	58	L-31, Maker Tower, Cuffe Parade, Mumbai- 400005	30.03.2015	Director Of Public Companies:4  Total Directorships Held:5 1. Au Financiers (India) Limited 2. Calderys India Refractories Limited 3. Indian Resorts Hotels Limited 4. Asia Pacific Hotels Limited 5. Avanamd Healthcare Private Limited

\*Company to disclose name of the current Directors who are appearing in the RBI defaulter list and/or Export Credit Guarantee Corporation of India Limited ("ECGC") default list, if any: The Issuer confirms that none of its current directors appear in the RBI defaulter list and/or ECGC defaulters list.

(b) **Details of change in directors since last Three years:**

Name, Designation and DIN	Date of appointment	Date of Resignation	Remarks
Mr. VISHAL KUMAR GUPTA	07.02.2009	22.12.2014	RESIGNED



NOMINEE DIRECTOR DIN: 02368313			
Mr. NISHANT SHARMA NOMINEE DIRECTOR DIN : 03117012	22.12.2014	-	APPOINTED
Ms. JYOTI NARANG INDEPENDENT DIRECTOR DIN: 00351187	30.03.2015	-	APPOINTED
Mr. VISHAL KASHYAP MAHADEVIA NOMINEE DIRECTOR DIN : 01035771	10.03.2012	24.01.2017	RESIGNED
Mr. RAVINDRA BAHL, NOMINEE DIRECTOR DIN: 00123047	28.03.2013	24.01.2017	RESIGNED
Mr. NISHANT SHARMA NOMINEE DIRECTOR DIN : 03117012	22.12.2014	24.01.2017	RESIGNED

**5.8 Following details regarding the auditors of the Company:**

**(a) Details of the auditor of the Company:**

Name	Address	Auditor since
M/S S.R. BATLIBOI & ASSOCIATES LLP	3rd Floor, Golf View Corporate Tower-B, Sector 42, Sector Road , Gurgaon-122002, Haryana, India	27 <sup>th</sup> May, 2016

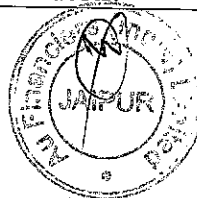
**(b) Details of change in auditors since last Three years:**

Name	Address	Date of resignation	Auditor of the Company since ( in case of resignation)	Remarks
M/S S. R. BATLIBOI & CO. LLP	14th Floor, The Ruby, 29, Senapati Bapat Marg, Dadar (West), Mumbai - 400 028	27 <sup>th</sup> May, 2016 (Resignation)	26.09.2012	M/S S.R. BATLIBOI & ASSOCIATES LLP Appointed as Statutory auditors in place of M/S S. R. BATLIBOI & CO, LLP

**5.14 Details of borrowings of the Company, as on latest quarter end (December 31, 2016):-**

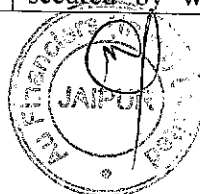
**(a) Details of Secured Loan Facilities:**

S. No.	Name of Lender	Nature of Facility	Sanctioned Amount (in crores)	Principal Amount Outstanding (in crores)	Details of Security	Repayment Date/Schedule
1	Corporation Bank	Cash Credit/ WCDL	25.00	25.00	Hypothecation of receivables of loan assets / book debts.	Annual Review

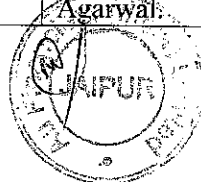




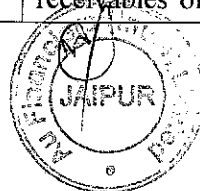
2	Axis Bank	Cash Credit	100.00	0.18	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
3	Kotak Mahindra Bank	Cash Credit	30.00	0.13	Hypothecation of receivables of loan assets / book debts.	Annual Review
4	RBL Bank Ltd.	Cash Credit	50.00	0.23	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
5	HDFC Bank	Cash Credit	122.50	19.52	Hypothecation of receivables of loan assets/ book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal and further secured by way of first charge on office premises of the company at Jaipur.	Annual Review
6	IndusInd Bank	Cash Credit	60.00	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
7	State Bank of Travancore	Cash Credit	15.00	0.02	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
8	Bank of India	Cash Credit	8.18	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & his wife Mrs. Jyoti Agarwal.	Annual Review
9	Andhra Bank	Cash Credit	50.00	1.56	Hypothecation of receivables of loan assets / book debts.	Annual Review
10	IDBI Bank	Cash Credit	75.00	2.75	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & his wife Mrs. Jyoti Agarwal and further secured by way of first	Annual Review



					charge on office premises of the company at Pune.	
11	State Bank of India	Cash Credit	25.00	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal and fixed deposit of Rs. 3.85 Cr.	Annual Review
12	State Bank of Hyderabad	Cash Credit	50.00	0.01	Hypothecation of receivables of loan assets / book debts.	Annual Review
13	Allahabad Bank	Cash Credit	25.00	0.00	Hypothecation of receivables of loan assets / book debts.	Annual Review
14	Punjab National Bank	Cash Credit	50.00	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
15	ICICI Bank	Cash Credit	10.00	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Annual Review
16	Indian Bank	Cash Credit	35.00	0.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal and fixed deposit of Rs. 3 Cr.	Annual Review
17	Andhra Bank	Term Loan	50.00	32.22	Hypothecation of receivables of loan assets / book debts.	Repayable in 36 monthly installments of Rs. 0.93 Cr
18	Bajaj Finance	Term Loan	50.00	30.47	Hypothecation of receivables of loan assets / book debts.	Repayable in 35 monthly installments of Rs. 0.88 Cr
19	Bank of Baroda	Term Loan	50.00	15.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 18 monthly installments of Rs. 0.83 Cr



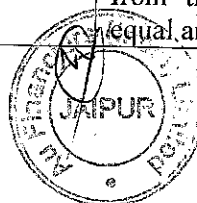
20	Bank of India	Term Loan	50.00	16.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & his wife Mrs. Jyoti Agarwal.	Repayable in 16 monthly installments of Rs. 1 Cr
21	HDFC Limited	Term Loan	100.00	100.00	Hypothecation of receivables of loan assets / book debts.	Repayable in 12 monthly installments of Rs. 7.20 Cr
22	IDBI Bank	Term Loan	75.00	43.80	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & his wife Mrs. Jyoti Agarwal.	Repayable in 21 monthly installments of Rs. 2.08 Cr
23	Karnataka Bank	Term Loan	25.00	20.00	Hypothecation of receivables of loan assets / book debts.	Repayable in 48 monthly installments of Rs. 0.42 Cr
24	Kotak Mahindra	FCNR Term Loan	45.00	16.87	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Bullet payment after 6 months.
25	NABARD	Term Loan	200.00	200.00	Hypothecation of receivables of loan assets / book debts.	Repayable in half yearly instalments
26	NABARD	Term Loan	350.00	350.00	Hypothecation of receivables of loan assets / book debts.	Repayable in half yearly instalments
27	OBC	Term Loan	50.00	40.62	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 39 monthly installments of Rs. 1.04 Cr
28	RBL Bank Ltd.	Term Loan	50.00	26.94	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 18 monthly installments of Rs. 1.45 Cr
29	SBBJ	Term Loan	100.00	49.32	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 9 quarterly installments of Rs. 5.56 Cr
30	SBI Life	Term Loan	75.00	60.00	Hypothecation of receivables of loan assets	Repayable in 16 quarterly



					/ book debts.	installments of Rs. 3.75 Cr
31	SIDBI	Term Loan	30.00	4.50	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & Executive Director, Mr. Uttam Tibrewal.	Repayable in 9 monthly installments of Rs. 0.50 Cr
32	SIDBI	Term Loan	75.00	26.25	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & Executive Director, Mr. Uttam Tibrewal.	Repayable in 21 monthly installments of Rs. 1.25 Cr
33	SIDBI	Term Loan	15.00	5.25	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal & Executive Director, Mr. Uttam Tibrewal.	Repayable in 21 monthly installments of Rs. 0.25 Cr
34	SIDBI	Term Loan	300.00	265.00	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 53 monthly installments of Rs. 5 Cr
35	State Bank of Hyderabad	Term Loan	20.00	18.57	Hypothecation of receivables of loan assets / book debts.	Repayable in 13 quarterly installments of Rs. 1.43 Cr
36	State Bank of India	Term Loan	150.00	120.51	Hypothecation of receivables of loan assets / book debts, personal guarantee of Managing Director - Mr. Sanjay Agarwal.	Repayable in 53 monthly installments of Rs. 5 Cr
<b>Total</b>			<b>2590.68</b>	<b>1490.73</b>		

(b) **Details of Unsecured Loan Facilities:**

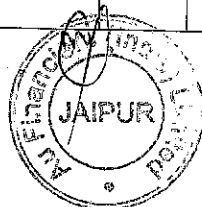
S. No.	Lender Name	Type of Facility	Amount Sanctioned (Rs. in crores)	Principal Amount Outstanding as on (Rs. in crores)	Repayment Date / Schedule
1	ICICI Bank Ltd.	Term Loan	15.00	10.00	29th March 2018. Starting from the end of 5 year from the first drawl date in 3 equal annual instalments



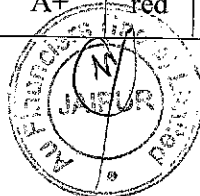
S. No.	Lender Name	Type of Facility	Amount Sanctioned (Rs. in crores)	Principal Amount Outstanding as on (Rs. in crores)	Repayment Date / Schedule
2	ICICI Bank Ltd.	Term Loan	5.00	5.00	31st March 2018. Starting from the end of 61st month from the first drawl date in 3 equal monthly instalments
3	ICICI Bank Ltd.	Term Loan	10.00	10.00	23rd August 2019 Bullet payment of the principal.
3	ICICI Bank Ltd.	Term Loan	20.00	20.00	14th September 2021 Starting from the end of 70th month from the first drawl date in 3 equal monthly instalments
<b>Total</b>			<b>50.00</b>	<b>45.00</b>	

(c) **Details of Non-Convertible Debentures:**

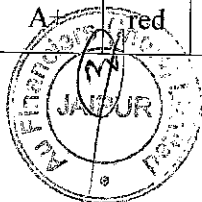
S. No.	Deben- ture Series	Tenor / Period of Matur- ity	Coupo n	Amount (Rs. in crores)	Date of Allot ment	Redem- tion Date / Schedu le	Credit Ratin g	Secu red / Uns ecur ed	Details of Security
1	Not Applic able	7 years	15.00 %	20.00	26- Mar- 11	Bullet repaym ent	CRISI L A	Uns ecur ed	Not Applicable
2	H	54 months	12.25 %	25.00	5-Jul- 12	Bullet repaym ent	CRISI L A	Secu red	Hypothecation of receivables of loan assets / book debts.
3	Not Applic able	5 years 7 months	12.50 %	25.00	20- Jul- 12	Bullet repaym ent	CRISI L A	Uns ecur ed	Not Applicable
4	Not Applic able	5 years 11 months	13.50 %	25.00	27- Jul- 12	Bullet repaym ent	CRISI L A	Uns ecur ed	Not Applicable
5	E	48 months	11.95 %	12.50	24- Jan- 13	Bullet Repay ment	CRISI L A	Secu red	Exclusive hypothecation of 110% of receivables
6	F	50 months	11.95 %	12.50	24- Jan- 13	Bullet Repay ment	CRISI L A	Secu red	Exclusive hypothecation of 110% of receivables
7	G	52 months	11.95 %	12.50	24- Jan- 13	Bullet Repay ment	CRISI L A	Secu red	Exclusive hypothecation of 110% of receivables
8	H	54 months	11.95 %	12.50	24- Jan- 13	Bullet Repay ment	CRISI L A	Secu red	Exclusive hypothecation of 110% of receivables
9	Not Applic able	5 years	12.20 %	17.50	28- Jan- 13	Bullet Repay ment	CRISI L A	Secu red	Exclusive hypothecation of 110% of receivables and further secured by way of first charge on leased office premises of the company at Himmatnagar, Gujarat



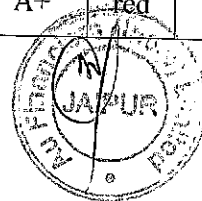
S. No.	Deben- ture Series	Tenor / Period of Matur- ity	Coupo- n	Amount (Rs. in crores)	Date of Allot- ment	Redem- ption Date / Schedu- le	Credit Ratin- g	Secu- red / Uns- ecur- ed	Details of Security
10	Not Applic- able	5 years 6 months	12.75 %	10.00	30- Jan- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
11	Not Applic- able	5 years 6 months	12.75 %	10.00	20- Marc- h-13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
12	Not Applic- able	5 years	12.35 %	137.500	25- Mar- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
13	Not Applic- able	5 Years 9 Month s	13.00 %	10.00	5- Jun- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
14	Not Applic- able	5 Years 10 Month s	12.50 %	5.00	4- Sep- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
15	Not Applic- able	7 Years	12.41 %	10.00	30- Sep- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
16	Not Applic- able	5 Years 10 Month s	13.00 %	5.00	19- Nov- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
17	Not Applic- able	5 Years 10 Month s	13.00 %	5.00	19- Nov- 13	Bullet Repay- ment	CRISI L A	Uns- ecur- ed	Not Applicable
18	Not Applic- able	3 Years	11.47 %	50.00	28- Mar- 14	Bullet Repay- ment	CRISI L A	Secu- red	Exclusive hypothecation of 100% loan receivables
19	Not Applic- able	2 Years 349 Days	10.85 %	147.50	13- Jun- 14	Bullet Repay- ment	CRISI L A	Secu- red	Exclusive hypothecation of 100% loan receivables
20	Not Applic- able	5 Years	11.30 %	150.00	8- Aug- 14	Bullet Repay- ment	CRISI L A	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
21	Not Applic- able	35 months	10.50 %	50.00	30- Apr- 15	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% of loan receivables



S. No	Deben- ture Series	Tenor / Period of Matur- ity	Coupo- n	Amount (Rs. in crores)	Date of Allot- ment	Redem- ption Date / Schedu- le	Credit Ratin- g	Secu- red / Unse- cured	Details of Security
22	Not Applic- able	35 months 18 days	10.50 %	35.00	8- May- 15	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% of loan receivables
23	Not Applic- able	37 months 5 days	10.50 %	35.00	8- May- 15	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% of loan receivables
24	Not Applic- able	5 years	SBI Base Rate + 0.15%	200.00	21- May- 15	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of 40first charge on leased office premises of the company at Pune
25	Not Applic- able	5 years	SBI Base Rate + 0.15%	300.00	26- Jun- 15	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
26	Not Applic- able	3 years	10.50 %	100.00	11- Aug- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
27	Not Applic- able	2 year 10 month 6 days	10.50 %	50.00	19- Aug- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables
28	Not Applic- able	2 year 10 month 21 days	10.50 %	20.00	25- Aug- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables
29	Not Applic- able	3 years	10.50 %	25.00	25- Aug- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables
30	Not Applic- able	3 year 7 month 10 days	10.50 %	25.00	09- Sep- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
31	Not Applic- able	3 year 7 month	10.50 %	100.00	09- Sep- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by



S. No.	Deben- ture Series	Tenor / Period of Matur- ity	Coupo- n	Amount (Rs. in crores)	Date of Allot- ment	Redem- ption Date / Schedu- le	Credit Ratin- g	Secu- red / Unse- cured	Details of Security
		10 days							way of first charge on leased office premises of the company at Pune
32	Not Applic- able	3 years	10.00 %	25.00	09- Sep- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables
33	Not Applic- able	4 years	10.00 %	25.00	09- Sep- 2015	Bullet repaym- ent	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables
34	Not Applic- able	5 years & 6 months	12.25 %	70.00	30- Sep- 2015	Bullet Repay- ment	IND A+	Unse- cured	Not Applicable
35	Not Applic- able	5 years & 6 months	11.75 %	75.00	04- Nov- 2015	Bullet Repay- ment	IND A+	Unse- cured	Not Applicable
36	Not Applic- able	5 years & 6 months	11.65 %	20.00	19- Nov- 2015	Bullet Repay- ment	IND A+	Unse- cured	Not Applicable
37	Not Applic- able	2 Years 11 Month s	10.05 %	40.00	10- May- 16	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
38	Not Applic- able	3 Years 5 Month s	10.05 %	45.00	10- May- 16	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
39	Not Applic- able	3 Years 6 Month s	10.05 %	50.00	10- May- 16	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
40	Not Applic- able	3 Years 11 Month s	10.05 %	65.00	10- May- 16	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
41	Not Applic- able	3 Years 364	10.05 %	50.00	31- May- 2016		IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by





S. No.	Deben- ture Series	Tenor / Period of Matur- ity	Coupo- n	Amount (Rs. in crores)	Date of Allot- ment	Redem- ption Date / Schedu- le	Credit Ratin- g	Secu- red / Uns- ecur- ed	Details of Security
		Days				Bullet Repay- ment			way of first charge on leased office premises of the company at Pune
42	Not Applic- able	3 Years	10.00 %	50.00	31- May- 2016	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
43	Not Applic- able	3 Years	10.05 %	50.00	13- June- 2016	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
44	Not Applic- able	4 Years	10.05 %	50.00	13- June- 2016	Bullet Repay- ment	IND A+	Secu- red	Exclusive hypothecation of 100% loan receivables & and further secured by way of first charge on leased office premises of the company at Pune
	<b>Total</b>			<b>2257.50</b>					

(d) **List of Top 10 Debenture Holders (as on December 31, 2016)**

S. No.	Name of Debenture Holders	Amount (Rs. In crores)
1	Franklin Templeton Asset Management (India) Pvt. Ltd.	655.00
2	HDFC Mutual Fund	275.00
3	ICICI Prudential Mutual Fund	200.00
4	IDFC Bank	150.00
5	Kotak Mutual Fund	150.00
6	International Finance Corporation	147.50
7	NederlandseFinancierings-Maatschappij VoorOntwikkelingslanden N.V.	137.50
8	SBI Mutual Fund	120.00
9	HDFC Bank Limited	100.00
10	Reliance Mutual Fund	95.00

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debenture issues) details should be provided.

- (e) **The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc) on behalf of whom it has been issued (if any) as on December 31, 2016**



Year of Issuance	Amount Guaranteed (Rs. in crores)	Liability (Rs. in crores)	Name of Entity on whose behalf the Guarantee has been issued
Period between FY 2007-08 and 9M FY 2016-17	11.44	11.44	Au Financiers (India) Ltd. (Credit Enhancement Provider in connection with bilateral assignment transactions / arrangement entered into by the Issuer with them)
Period between FY 2007-08 and 9M FY 2016-17	131.64	131.64	Au Housing Finance Ltd.

(f) **Details of Commercial Paper:**

The total Face Value of Commercial Papers Outstanding as on the latest quarter end i.e., as on December 31, 2016 and its breakup in the following table:

S. No	Name of Bank/Financial Institution	Sanctioned Amount (in crores)	Outstanding Amount (in crores)	Date of Maturity
1	HDFC Bank	100.00	99.61	23-Jan-17
1	Reliance Life Insurance	25.00	24.54	20-Mar-17
2	Bajaj Allianz Life Insurance	25.00	24.40	13-Apr-17
3	Birla Sunlife Insurance	25.00	24.40	13-Apr-17
4	Doha Bank	25.00	23.67	24-Aug-17
5	HDFC Mutual Fund	50.00	47.09	25-Sep-17
6	HDFC Bank	100.00	93.66	20-Oct-17
7	Reliance Mutual Fund	100.00	93.38	02-Nov-17
8	HDFC Bank	100.00	93.23	09-Nov-17
9	HDFC Bank	75.00	70.26	08-Dec-17
	<b>Total</b>	<b>625.00</b>	<b>594.24</b>	

(g) **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares ) as on December 31, 2016:**

The Issuer does not have any other outstanding borrowing such as hybrid debt like foreign currency convertible bonds, optionally convertible debentures / preference shares as on December 31, 2016.

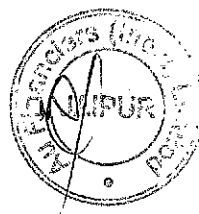
(h) **Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years:**

As on December 31, 2016, there was no default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years.

(i) **Details of any outstanding borrowings taken / 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:**

N.A.

**5.15 Details of Promoters of the Company:**



(a) **Details of Promoter Holding in Company as on December 31, 2016:**

Sr. No.	Name of the shareholders	Total no. of equity shares	No. of shares in demat form	Total shareholding as % of total no. of equity shares	No. of shares pledged	% of shares pledged with respect to shares owned
1	Mr. Sanjay Agarwal	49477128	49477128	18.03%	NIL	-
2	Mr. Chiranjilal Agarwal	14182272	14182272	5.17%	NIL	-
3	Mrs. Shakuntala Agarwal	14094756	14094756	5.14%	NIL	-
4	Mrs. Jyoti Agarwal	8119770	8119770	2.96%	NIL	-

- 5.16 Abridged version of the Audited Consolidated (wherever available) and Standalone Financial Information (like Profit and Loss statement, Balance Sheet and Cash Flow statement) for at least last Three years and auditor qualifications, if any.**

As set out in Annexure IV.

- 5.17 Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information and auditors qualifications, if any.**

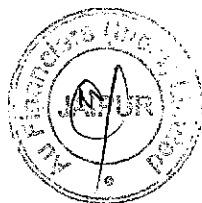
As set out in Annexure IV.

- 5.18 Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event, etc) at the time of Issue which may affect the issue or the investor's decision to invest / continue to invest in the Debentures.**

The Issuer hereby declares that there has been no material event, development or change at the time of Issue, which may affect the Issue or the Investor's decision to invest/ continue to invest in the Debentures of the Issuer.

- 5.19 The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the Debenture Holders.**

The debenture trustee of the proposed Debentures is IDBI Trusteeship Services Limited. IDBI Trusteeship Services Limited has given its written consent for its appointment as Debenture Trustee to the Issue and inclusion of its name in the form and context in which it appears in this Information Memorandum and in all subsequent periodical communications sent to the Debenture Holders, in accordance with regulation 4(4) of the SEBI Debt Listing Regulations. The consent letter from Debenture Trustee is provided in Annexure II of this Information Memorandum.



- 5.20 The detailed rating rationale(s) adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies shall be disclosed.**

The Rating Agency has assigned ratings of 'IND A+ / Positive' to the Debentures vide letter dated March 15, 2017. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

Copies of the letter dated March 15, 2017 issued by the Rating Agency assigning the credit rating abovementioned and the letter dated March 15, 2017 issued by Rating Agency disclosing the rating rationale adopted for the aforesaid rating are annexed hereto as Annexure I.

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

The Issuer reserves the right to obtain an additional credit rating from any SEBI registered Credit Rating Agency for full or part of the issue, which shall be at least equivalent to the prevailing credit rating to the Issue.

- 5.21 If the Security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the Offer Document.**

N.A.

- 5.22 Copy of consent letter from the Debenture Trustee shall be disclosed.**

The consent letter issued by the Debenture Trustee, whereby the Debenture Trustee has agreed to act as a debenture trustee in respect of this Issue has been annexed to this Information Memorandum as Annexure II.

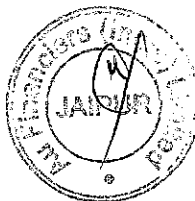
- 5.23 Names of all the recognized stock exchanges where the Debentures are proposed to be listed clearly indicating the designated stock exchange.**

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The in-principle approval of the BSE has been obtained in this regard.

- 5.24 Other details:**

- (a) DRR Creation:**

As per the provisions of the Companies Act, pursuant to Rule 18(7)(b)(ii) of the Companies (Share Capital and Debenture) Rules 2014 as amended by the Companies (Share Capital and Debentures) Amendment Rules, 2014, as an NBFC registered with the Reserve Bank of India.



issuing privately placed debentures, the Company is currently not required to create any reserve for the redemption of the Debentures.

**(b) Issue / instrument specific regulations:**

The shareholders of the Company, subject to the Memorandum and Articles of Association of the Company, have passed a resolution under Section 180(1)(c) of the Companies Act in a meeting dated August 31, 2016 which prescribes the maximum monetary limit for the purpose of borrowing through Debentures as Rs. 220,000,000,000/- (Rupees Twenty Two thousand crores only). The aggregate value of Debentures offered through this document is within the approved borrowing limits.

Consent of shareholders is also obtained through the Special Resolution dated February 25, 2017 passed under Section 42 of the Companies Act read with applicable rules of the Companies Act, authorising the Company to issue Debentures upto Rs. 50,000,000,000/- (Rupees Five Thousand Crores Only) through Private Placement.

Further, the Issue of Debentures offered through this Information Memorandum is being made pursuant to the resolution under Section 179(3) (c) of the Companies Act, of the Board of Directors of the Company, passed at their meeting dated February 22, 2017 which authorises the Company to Issue Debentures and list them on BSE for an amount not more than Rs. 5,00,00,00,000/- (Rupees Five Hundred Crores only).

The Issuer shall also comply with the following acts/regulations, to the extent applicable as amended from time to time, in relation to the issuance of the Debentures:

1. The Companies Act.
2. Securities Contracts (Regulations) Act, 1956.
3. Securities and Exchange Board of India Act, 1992.
4. The Depositories Act, 1996.
5. The Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
6. SEBI Debt Listing Regulations.
7. Relevant circulars issued by the RBI including circular bearing reference number DNBD (PD) CC No. 021/03/10/001/2014-15 dated February 20, 2015 issued by the Reserve Bank of India on Raising Money through Private Placement of Non Convertible Debentures (NCDs) by NBFCs, as amended from time to time
8. The rules and regulations issued under any of the above.

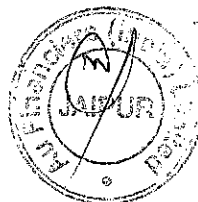
**(c) Early Redemption**

Any redemption of the Debentures prior the relevant Redemption Dates shall be in accordance with the terms of the Transaction Documents and further in compliance with applicable laws, including but not limited to the RBI circular ref RBI/2014-15/448 dated February 03, 2015, the SEBI circular ref CIR/IMD/FIC/1/2015 dated February 03, 2015 and the RBI circular ref RBI/2014-15/460 dated February 06, 2015.

Any redemption of the Debentures by the Issuer, in accordance with the terms of the Debenture Trust Deed, prior to the expiry of 3 years from the Deemed Date of Allotment shall be subject to the receipt of prior approval of the RBI and SEBI, if required under applicable law.

**(d) Application process:**

The application process for the Issue is as provided in Section 6 of this Information Memorandum.



**5.25 A statement containing particulars of the dates of, and parties to all material contracts, agreements:**

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of our Company between 10.00 am to 4.00 pm on working days.

Sr. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer
2	Board Resolution dated February 22, 2017 authorizing issue of Debentures offered under terms of this Disclosure Document
3	Resolution passed under Section 180 of the Companies Act at the Annual General Meeting of the Company held on August 31, 2016
4	Resolution passed under Section 42 of the Companies Act by the shareholders of the Company at the meeting dated February 25, 2017
6	Copies of Annual Reports of our Company for the last Three financial years
7	Credit rating letter from the Rating Agency
8	Letter from IDBI Trusteeship Services Limited giving its consent to act as Debenture Trustee
9	Letter in relation to the appointment of the R&T Agent
10	Certified true copy of the certificate of incorporation of the Company
11	Certified true copy of the tripartite agreement between the Company, the R&T Agent and the NSDL / CDSL
12	Copy of application made to BSE for grant of in-principle approval for listing of Debentures

**5.26 Details of Debt Securities Sought to be Issued**

Under this Information Memorandum, the Issuer intends to raise an amount of Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) by issue of Rated, Listed, Redeemable, Non-Convertible Debentures, on a private placement basis.

**5.27 Issue Size**

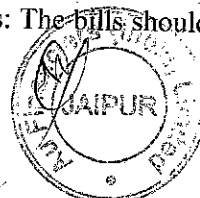
The aggregate issue size for the Debentures is Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) to be issued in two series i.e. Series 1 – of up to Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only) and Series 2 – of up to Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only).

**5.28 Utilization of the Issue Proceeds**

The proceeds of the Issue shall be used by the Company for financing its micro, small and medium enterprise customers and for the purpose of financing its customers pursuant to its structured finance business segment, in accordance with applicable law, *provided that* not less than 50% (fifty per cent.) of the proceeds from the Issue shall be utilized for the aforementioned purpose in the less developed states (as set out in the Debenture Trust Deed).

The Company undertakes that proceeds of this Issue shall not be utilized for the following purposes as specified in the RBI Master Circular No.DBR.BP.BC.No.5/21.04.172/2015-16dated July 1, 2015:

- 1) Bills discounted / rediscounted by NBFCs, except for rediscounting of bills discounted by NBFCs arising from sale of: Commercial vehicles (including light commercial vehicles) and Two wheeler and three wheeler vehicles, subject to the following conditions: The bills should have been drawn

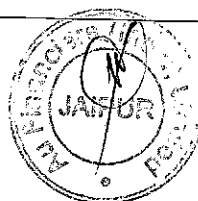


by the manufacturer on dealers only; The bills should represent genuine sale transactions as may be ascertained from the chassis / engine number and; Before rediscounting the bills, the bona fides and track record of NBFCs which have discounted the bills should be verified.

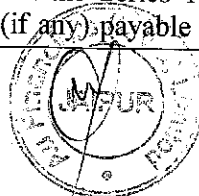
- 2) Investments of NBFCs both of current and long-term nature, in any company / entity by way of shares, debentures, etc. However, Stock Broking Companies may be provided need-based credit against shares and debentures held by them as stock-in-trade.
- 3) Unsecured loans / inter-corporate deposits by NBFCs to / in any company.
- 4) All types of loans and advances by NBFCs to their subsidiaries, group companies / entities.
- 5) Finance to NBFCs for further lending to individuals for subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market

## 5.29 Issue Details

<b>Security Name</b>	<b>Series 1 Debentures:</b> 9.1% Au Financiers (India) Limited 2020 <b>Series 2 Debentures:</b> 9.14% Au Financiers (India) Limited 2021
<b>Issuer</b>	Au Financiers (India) Limited
<b>Type of Instrument</b>	Rated, Listed, Redeemable, Non-Convertible Debentures
<b>Nature of Instrument</b>	Collateralised. The Debentures are not "secured" for the purpose of Section 71(3) of the Companies Act
<b>Seniority</b>	Senior
<b>Mode of Issue</b>	Private placement
<b>Eligible Investors</b>	As mentioned in Clause 6.15 below
<b>Listing</b>	On the WDM segment of BSE <ul style="list-style-type: none"> <li>The Issuer shall obtain In-Principle Approval from BSE prior to the Deemed Date of Allotment.</li> <li>The Issuer shall, promptly after allotment of the Debentures but in any event within 15 (Fifteen) Business Days from the Deemed Date of Allotment, procure that the Debentures are listed on the wholesale debt market segment of the Stock Exchange.</li> <li>Failure to list the Debentures for any reason whatsoever within 15 (fifteen) days of the Deemed Date of Allotment shall result in an Event of Default and the Issuer shall immediately redeem all the relevant Debentures along with payments of all amounts in accordance with the Debenture Trust Deed.</li> </ul>
<b>Rating of Instrument</b>	<b>Series 1 Debentures:</b> 'IND A+ / Positive' by India Ratings & Research Private Limited <b>Series 2 Debentures:</b> 'IND A+ / Positive' by India Ratings & Research Private Limited
<b>Issue Size</b>	The aggregate size of the Issue is Rs. 490,00,00,000/- (Rupees Four Hundred and Ninety Crores only) to be issued in 2 Series i.e. <b>Series 1 Debentures:</b> Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only) <b>Series 2 Debentures:</b> Rs. 245,00,00,000/- (Rupees Two Hundred and Forty Five Crores Only)
<b>Option to retain oversubscription</b>	N.A.

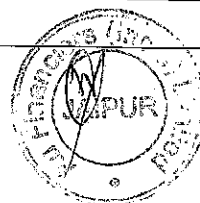


<b>Objects of the Issue/Details of the utilization of the Proceeds</b>	The proceeds of the Issue shall be used by the Company for financing its micro, small and medium enterprise customers and for the purpose of financing its customers pursuant to its structured finance business segment, in accordance with applicable law, <i>provided that</i> not less than 50% (fifty per cent.) of the proceeds from the Issue shall be utilized for the aforementioned purpose in the less developed states (as set out in the Debenture Trust Deed).
<b>Coupon Rate</b>	<b>Series 1 Debentures:</b> 9.1% (Nine Decimal Point One Percent) per annum payable semiannually <b>Series 2 Debentures:</b> 9.14% (Nine Decimal Point One Four Percent) per annum payable semiannually
<b>Step Up/ Step Down Coupon Rate</b>	N.A.
<b>Coupon Payment Frequency</b>	Payable semi-annually and on maturity for Series 1 Debentures and Series 2 Debentures, respectively.
<b>Coupon payment dates</b>	As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document
<b>Coupon Type</b>	Fixed
<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor, etc.)</b>	N.A.
<b>Day Count Basis</b>	Actual / 365 (366 in case of a leap year)
<b>Interest on Application Money</b>	The Company shall be liable to pay the Debenture Holders interest on application money at the rate of 9.1% (Nine Decimal Point One Percent) per annum for Series 1 Debentures and 9.14% (Nine Decimal Point One Four Percent) per annum for Series 2 Debentures for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Company and ending on one Business Day prior to the Deemed Date of Allotment. The interest on application monies, if any, shall be paid by the Company to the Debenture Holders within 7 (Seven) Business Days from the Deemed Date of Allotment.
<b>Default Interest Rate</b>	2% (Two Percent) per annum payable annually over and above the Coupon Rate on the outstanding defaulted amounts, from the date of the occurrence of the default until the default is cured or the Debentures are redeemed pursuant to such default, as applicable.
<b>Tenor</b>	<b>Series 1 Debentures:</b> 3 years from the Deemed Date of Allotment <b>Series 2 Debentures:</b> 4 years from the Deemed Date of Allotment
<b>Redemption Date</b>	<b>Series 1 Debentures:</b> As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document <b>Series 2 Debentures:</b> As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document
<b>Redemption Amount</b>	<b>Series 1 Debentures:</b> The face value of the Series 1 Debentures, plus the accrued Coupon, plus Default Interest (if any) payable under the Transaction





	<p>Documents on the Series 1 Redemption Date.</p> <p><b>Series 2 Debentures:</b> The face value of the Series 2 Debentures, plus the accrued Coupon, plus Default Interest (if any) payable under the Transaction Documents on the Series 2 Redemption Date.</p>
<b>Redemption Premium/Discount</b>	N.A.
<b>Issue Price</b>	<p><b>Series 1 Debentures:</b> Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Series 1 Debenture, being the face value of each Debenture.</p> <p><b>Series 2 Debentures:</b> Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Series 2 Debenture, being the face value of each Debenture.</p>
<b>Discount at which security is issued and the effective yield as a result of such discount</b>	N.A.
<b>Put Option Date</b>	N.A.
<b>Put Option Price</b>	N.A.
<b>Call Option Date</b>	N.A.
<b>Call Option Price</b>	N.A.
<b>Put Notification Time</b>	N.A.
<b>Call Notification Time</b>	N.A.
<b>Face Value</b>	<p><b>Series 1 Debentures:</b> Rs. 10,00,000/- (Rupees Ten Lakhs only) per Series 1 Debenture.</p> <p><b>Series 2 Debentures:</b> Rs. 10,00,000/- (Rupees Ten Lakhs only) per Series 2 Debenture.</p>
<b>Minimum Application size</b>	<p><b>Series 1 Debentures:</b> The minimum subscription amount for a potential Investor shall be Rs. 1,00,00,000 (Rupees One Crore only) and in multiples of Rs. 10,00,000 (Rupees Ten Lakh only) thereafter. It is clarified that the potential Investor shall not be entitled to purchase a fraction of a Series 1 Debenture.</p> <p><b>Series 2 Debentures:</b> The minimum subscription amount for a potential Investor shall be Rs. 1,00,00,000 (Rupees One Crore only) and in multiples of Rs. 10,00,000 (Rupees Ten Lakh only) thereafter. It is clarified that the potential Investor shall not be entitled to purchase a fraction of a Series 2 Debenture.</p>
<b>Issue Timing</b>	<p>Issue Opening Date for Series 1 Debentures and Series 2 Debentures: March 22, 2017</p> <p>Issue Closing Date for Series 1 Debentures and Series 2 Debentures: April 10, 2017</p> <p>Pay-in Date for Series 1 Debentures and Series 2 Debentures: As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document</p> <p>Deemed Date of Allotment for Series 1 Debentures and Series 2 Debentures: As agreed between the Issuer and the proposed investor and notified to the proposed investor by way of a supplement to this Disclosure Document</p>
<b>Issuance mode of</b>	Demat only (for private placement)



<b>the Instrument</b>	
<b>Trading mode of the Instrument</b>	Demat only (for private placement)
<b>Settlement mode of the Instrument</b>	RTGS, ECS or NEFT or as otherwise permitted under SEBI Debt Listing Regulations.
<b>Depositories</b>	NSDL / CSDL
<b>Business Days</b>	In the event that any of the Coupon Payment Date falls on a day which is not a Business Day, for any reason whatsoever, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that any Redemption Date falls on a day which is not a Business Day, for any reason whatsoever, the immediately preceding Business Day shall be considered as the effective date for that payment.
<b>Record Date</b>	15 (Fifteen) calendar days prior to any Due Date.
<b>Security</b>	The security to be provided in relation to the Debentures shall consist of a first ranking <i>pari passu</i> mortgage over the immovable property situated at the commercial unit/ office admeasuring approximately 518.00 square feet, i.e. 48.12 sqm. bearing No.303 on the third floor of the building known as "Atharva Feriyaz Plaza" situate at Sr. No. 15/7/3, Pune Satara Road, opp. Shankar Maharaj Math, Dhankawadi, Pune in the State of Maharashtra to be created in terms of the Debenture Trust Deed.  The Debentures are not "secured debentures" for the purpose of Section 71(3) of the Companies Act.
<b>Transaction Documents</b>	<ul style="list-style-type: none"> <li>• Debenture Trustee Agreement;</li> <li>• Debenture Trust Deed;</li> <li>• Information Memorandum;</li> <li>• Application Form;</li> <li>• Private Placement Offer Letter;</li> <li>• Letters issued by the Debenture Trustee and Credit Rating Agency;</li> <li>• Letters appointing the Registrar and Transfer Agent with respect to the issuance of the Debentures;</li> <li>• Agreement entered into between the Registrar and Transfer Agent and the Issuer, with respect to the issuance of the Debentures;</li> <li>• Agreement between the Issuer, its Registrar and Transfer Agent and the Depository;</li> <li>• Listing agreement between the Issuer and the Stock Exchange for listing the Debentures;</li> <li>• Any other as per the requirement of the Debenture Trustee for the issuance of the NCDs; and</li> <li>• Any other document designated as a Transaction Document by the Debenture Trustee or the Debenture Holders.</li> </ul>
<b>Conditions Precedent to Disbursement</b>	As set out in Schedule II ( <i>Conditions Precedent</i> ) to the Debenture Trust Deed.
<b>Conditions Subsequent to Disbursement</b>	As set out in Schedule III ( <i>Conditions Subsequent</i> ) to the Debenture Trust Deed.
<b>Events of Default</b>	As set out Clause 7.1 of the Debenture Trust Deed and shall contain the



	<p>following as well as the relevant cure periods for the said events:</p> <ol style="list-style-type: none"> <li>1. Failure to pay amounts due under the Debentures on the relevant Due Dates by the Issuer;</li> <li>2. Cross default / acceleration under agreements (subject to relevant cure periods, if any, provided in the respective agreements) for indebtedness of the Issuer;</li> <li>3. Breach of any covenants and other terms and conditions, subject to cure period;</li> <li>4. Breach of any material Representations and Warranties; and</li> <li>5. Insolvency of the issuer, or winding up (whether voluntarily or compulsory).</li> </ol>
<b>Provisions related to Cross Default Clause</b>	As set out Clause 7.1 of the Debenture Trust Deed.
<b>Role and Responsibilities of Debenture Trustee</b>	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size.
<b>Governing Law and Jurisdiction</b>	Please refer to Clause 14 of the Debenture Trust Deed ( <i>Governing Law and Jurisdiction</i> ).

**Illustration of Cash Flows for the Debentures:** The same shall be included in the supplement to this Disclosure Document.

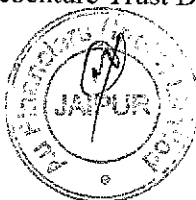
### 5.30 Additional Covenants

- Security Creation (where applicable):** In case of delay in execution of the Debenture Trust Deed, the Issuer will refund the subscription with agreed rate of interest or will pay penal interest of at least 2% p.a. over the Coupon Rate till these conditions are complied with at the option of the Investor.
- Delay in Listing:** In case of delay in listing of the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment, the Issuer will pay penal interest of at least 1% p.a. over the Coupon Rate from the expiry of 30 (Thirty) days from the Deemed Date of Allotment till the listing of such Debentures to the Investor.

Further, the Company will comply with such other covenants as prescribed under the Debenture Trust Deed.

### 5.31 Inconsistency/ Repugnancy

In the event of any inconsistency, conflict or repugnancy between the provisions contained in this Information Memorandum and the Debenture Trust Deed, the provisions contained in the Debenture Trust Deed shall prevail.



## SECTION 6: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

### 6.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or 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 the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

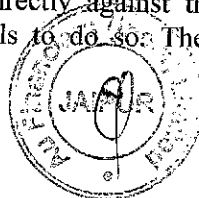
### 6.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by RTGS, ECS or NEFT or as otherwise permitted under SEBI Debt Listing Regulations to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

### 6.3 Trustee for the Debenture Holder(s)

The Issuer has appointed IDBI Trusteeship Services Limited to act as debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intend to enter into the Debenture Trust Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. 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 its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and Coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trust Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee



Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

#### **6.4 Obligations of Investors**

Notwithstanding anything to the contrary contained hereinabove, every potential investor/ investor of the Debentures must read, understand and accept, and shall be deemed to have read, understood and accepted, the terms and conditions of this Information Memorandum prior to investing in the Debentures. Any such subsequent investor shall be deemed to have read, understood and accepted the terms and conditions in the documents referred to above prior to investing in the Debentures.

#### **6.5 Sharing of Information**

The Issuer may, if required under applicable laws, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required under such applicable laws.

#### **6.6 Debenture Holder not a Shareholder**

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

#### **6.7 Modification of Debentures**

The Debenture Trustee shall concur with the Issuer in making any modifications to the terms of the Debentures, which in the reasonable opinion of the Debenture Trustee would not be prejudicial to the interests of the Debenture Holders and which is of a formal, minor or technical nature or is to correct a manifest error only. Any other change or modification to the terms of the Debentures shall require Relevant Instructions (as defined in the Debenture Trust Deed). Upon obtaining such approval, the Debenture Trustee and the Issuer shall give effect to the same by executing necessary deed(s) supplemental to the Transaction Documents (as necessary).

#### **6.8 Right to accept or reject Applications**

The Board of Directors/Committee of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

#### **6.9 Notices**

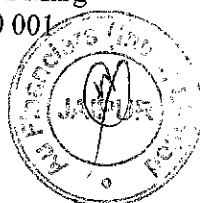
a. Any communication shall be by letter sent by registered post, courier or fax:

b. To the Issuer

Address : 19A, Dhuleshwar Garden,  
Ajmer Road, Jaipur,  
Rajasthan, India  
Fax : 0141-4110090  
Attention : Mr. Manmohan Parnami

To the Debenture Trustee

Address : IDBI Trusteeship Services Limited  
Asian Building, 17, R. Kamani Marg  
Ballard Estate, Mumbai – 400 001



Fax : 022 6631 1776  
Attention : Ms. Swapnali Hirlekar

- c. Communications will take effect in the case of a letter, when delivered, in the case of fax, when the relevant delivery receipt is received by the sender or, in the case of an electronic communication when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following Business Day in such place. Any communication delivered to any party under this Information Memorandum which is to be sent by fax or electronic communication will be written legal evidence.
- d. Notices and communications to be given to a Debenture Holder shall be sent to the address, fax number or email address of that Debenture Holder as set out in the records of the Depository at the relevant time (or if Debenture Holder has provided any substitute address, fax number or email address to the Debenture Trustee and/or the Issuer by not less than 5 (five) Business Days' notice (and, in case of the Original Debenture Holder, within 5 (five) Notice Business Days' (as defined in the Debenture Trust Deed) notice), to such substitute address, fax number or email address).

#### **6.10 Issue Procedure**

Only eligible investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Form should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

An application form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand draft(s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located at Jaipur. If permitted, the applicant may transfer payments required to be made in any relation by EFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

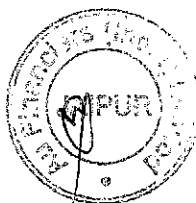
#### **6.11 Application Procedure**

Potential investors will be invited to subscribe by way of the Application Form prescribed in the Information Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). 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.

#### **6.12 Fictitious Application**

All fictitious Applications will be rejected.

#### **6.13 Basis of Allotment**



Notwithstanding anything stated elsewhere, Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential Investors on a first come first serve basis. The potential Investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

#### 6.14 Payment Instructions

The Application Form should be submitted along with cheque(s)/draft(s) favouring "Au Financiers (India) Limited", crossed "Account Payee Only". The entire amount of Rs. 10,00,000/- (Rs. Ten Lakhs only) per Debenture is payable along with the making of an application. Applicants can alternatively remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name : AU FINANCIERS (INDIA) LIMITED  
Bank Account No. : A/c No. 50200012831051  
Account Type : Current A/C  
IFSC CODE : HDFC0000054  
Bank Name : HDFC Bank Ltd.  
Branch Address : D-54, Siddhi Vinayak, Ashok Marg C-Scheme, Jaipur – 302001, Rajasthan, India

#### 6.15 Eligible Investors

The following categories of Investors, when specifically approached, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

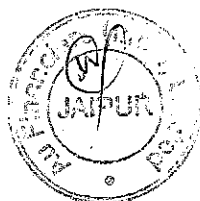
- (a) Companies and Bodies Corporate including Public Sector Undertakings
- (b) Schedule Commercial Banks
- (c) Financial Institutions
- (d) Insurance Companies
- (e) Provident Funds
- (f) Mutual Funds
- (g) Individuals Investors
- (h) Foreign Institutional Investors/Foreign Portfolio Investors

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

**Note:** Participation by potential investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

#### 6.16 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".



- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in 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.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the R&T Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" 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.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

#### **6.17 Depository Arrangements**

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debenture in dematerialised form.

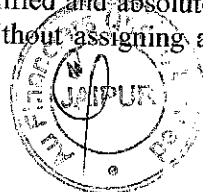
#### **6.18 List of Beneficiaries**

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

#### **6.19 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 signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto.





Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

#### **6.20 Procedure for application by Mutual Funds and Multiple Applications**

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The application forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of

- (a) SEBI registration certificate;
- (b) Resolution authorizing investment and containing operating instructions; and
- (c) Specimen signature of authorized signatories.

#### **6.21 Documents to be provided by Investors**

Investors need to submit the following documents, as applicable

- (a) Memorandum and Articles of Association or other constitutional documents;
- (b) Resolution authorising investment;
- (c) Certified true copy of Power of Attorney;
- (d) Specimen signatures of the authorised signatories duly certified by an appropriate authority;
- (e) SEBI registration certificate (for Mutual Funds);
- (f) Copy of PAN card to be submitted; and
- (g) Application Form (including RTGS details).

#### **6.22 Applications to be accompanied with Bank Account Details**

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through EFT/RTGS.

#### **6.23 Succession**

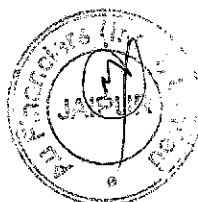
In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the executor or administrator of the concerned Debenture Holder(s), or the other legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such executor or administrator or other legal representative as having title to the Debenture(s), unless such executor or administrator obtains probate or letter of administration or other legal representation, as the case may be, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on production of sufficient documentary proof and/or an indemnity as determined by the Issuer.

#### **6.24 Mode of Payment**

All payments must be made through RTGS, ECS or NEFT or as otherwise permitted under SEBI Debt Listing Regulations.

#### **6.25 Effect of Holidays**



In the event that any of the Coupon Payment Date falls on a day which is not a Business Day, for any reason whatsoever, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment.

In the event that the relevant Redemption Date falls on a day which is not a Business Day, for any reason whatsoever, the immediately preceding Business Day shall be considered as the effective date for the payment of the redemption proceeds.

#### **6.26 Debentures to Rank *Pari Passu***

The Debenture(s) of this Issue shall rank *pari passu* inter-se without preference or priority of one over the other or others.

#### **6.27 Payments at Par**

Payment of the principal, all Coupon and other monies will be made to the registered Debenture Holder(s)/ Beneficial Owner(s) and in case of joint holders to the one whose name stands first in the list of Beneficial Owner(s) provided to the Company by the Depository (NSDL/ CDSL). Such payments shall be made by RTGS, ECS or NEFT or as otherwise permitted under SEBI Debt Listing Regulations.

#### **6.28 Tax Deduction at Source**

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holders at the office of the R&T Agents of the Issuer at least 15 (Fifteen) days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the application form.

#### **6.29 Letters of Allotment**

The letter of allotment, indicating Allotment of the Debentures, will be credited in dematerialised form within 2 (Two) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within 90 (Ninety) days from the Deemed Date of Allotment.

#### **6.30 Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment.

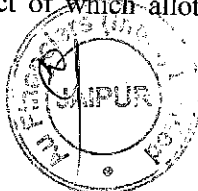
#### **6.31 Record Date**

The Record Date will be 15 (Fifteen) days prior to any Due Date.

#### **6.32 Refunds**

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

In case the Issuer has received money from 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 shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

### 6.33 Computation of Coupon

- (i) All Coupon accruing on the face value of the Debenture shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year), at the Coupon Rate and rounded up to the nearest Rupee. The Coupon shall be computed on the principal outstanding on the Debentures for the period commencing from the Deemed Date of Allotment (or the previous Coupon Payment Date on which the Coupon has been fully paid) and expiring on the immediately succeeding Coupon Payment Date and such Coupon shall be paid on the said succeeding Coupon Payment Date.
- (ii) All interest on the Debentures and all other monies shall, in case the same is not paid on the respective Due Dates, carry further interest at the Default Interest.

### 6.34 PAN Number

Every applicant should mention its Permanent Account Number ("PAN") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application Form without PAN will be considered incomplete and are liable to be rejected.

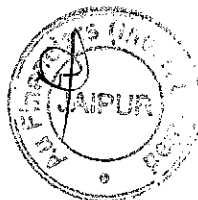
### 6.35 Payment on Redemption

Payment on redemption will be made by way of RTGS, ECS or NEFT or as otherwise permitted under SEBI Debt Listing Regulations, in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

**Disclaimer:** Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an Investor is required to provide all those documents/ authorizations/ information, which are likely to be required by the Issuer. The Issuer may, but is not bound to revert to any Investor for any additional documents/ information, and can accept or reject an application as it deems fit. Investment by Investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. Governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any Investor, neither is the Issuer required to check or confirm the same.

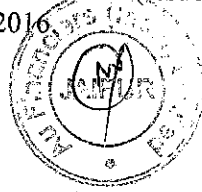


## SECTION 7: ADDITIONAL DISCLOSURES

As per SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2016 effective from May 25, 2016, disclosure pertaining to wilful defaults are as under:

<b>7.1 Disclosure for Listing Of Debt Securities on Private Placement:</b>		
1	Name of the bank declaring the entity as a wilful defaulter:	NA
2	The year in which the entity is declared as a wilful defaulter:	NA
3	Outstanding amount when the entity is declared as a wilful defaulter;	NA
4	Name of the entity declared as a wilful defaulter;	NA
5	Steps taken, if any, for the removal from the list of wilful defaulters;	NA
6	Other disclosures as deemed fit by the issuer in order to enable the investors to make informed decisions;	NA
7	Any other disclosure as specified by the board.	NA
<b>7.2 Disclosure for Issuer or any of its promoters or directors</b>		
	Issuer or any of its promoters or directors is a wilful defaulter	No

Neither the Company, nor its Promoters and Directors are wilful defaulters as required under Schedule I of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time including but not limited to the recent SEBI (Issue and Listing of Debt Securities)(Amendment) Regulations, 2016 dated May 25, 2016.

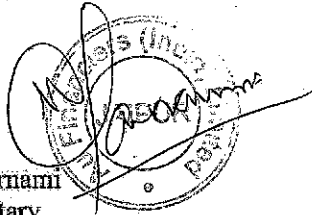


## SECTION 8: DECLARATION

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For Au Financiers (India) Limited

Authorised Signatory  
Name: Manmohan Parnami  
Title: Company Secretary  
Date: March 22, 2017



For Au Financiers (India) Limited

Authorised Signatory  
Name: Sanjay Agarwal  
Title: Managing Director  
Date: March 22, 2017

A handwritten signature in dark ink, appearing to be "Sanjay Agarwal".

## ANNEXURE I: RATING LETTER

**India Ratings  
& Research**

Fitch Group

**Mr. Sanjay Agarwal**  
Managing Director,  
Au Financiers (India) Limited,  
19A, Dhuleshwar Garden, Ajmer Road,  
Jaipur, Rajasthan - 302001

March 15, 2017

Dear Sir,

**Re: Ratings of Au Financiers (India) Limited (Au Financiers)**

India Ratings (see definition below) communicates the following ratings of Au Financiers:-

**INR28.5bn Non-Convertible Debentures: 'IND A+/Positive'**

Out of the above rated amount INR23.0bn of NCD has been issued and is outstanding.

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security or in a given jurisdiction.

The manner of India Ratings' factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in the jurisdiction in which the rated security is offered and sold and/or the issuer is located, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors.

Users of India Ratings' ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the

**India Ratings & Research Private Limited** A Fitch Group Company

Wockhardt Tower, Level 4, West Wing, Bandra Kurla Complex, Bandra (E), Mumbai 400 051

Tel: +91 22 4000 1700 | Fax: +91 22 4000 1701 | CIN/LLPIN: U67100MH1995FTC140049 | [www.indiaratings.co.in](http://www.indiaratings.co.in)



website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings' ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, to investors.

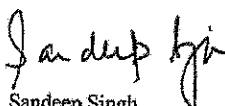
It is important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

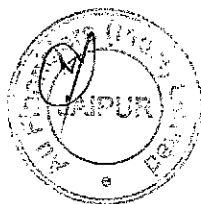
Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.


In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please contact us at +91-022-4000-1700.

Sincerely,  
India Ratings

  
Sandeep Singh  
Senior Director



  
Sudarshan Shreenivas  
Director

## ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

**IDBI Trusteeship Services Ltd**  
CIN : U65991MH2001GOL131154



7972/ITSU/OPR/CL/16-17/DEB/1254  
Date: March 15, 2017

**AU FINANCIERS (INDIA) LTD.**  
D-313, 3rd Floor, Kanakia Zillion,  
Junction of CST Road and L.B.S. Marg,  
Kurla West, Mumbai - 400070

Dear Sir,

Subject: Consent to act as Debenture Trustee for Listed, Un-Secured, Redeemable, Non-Convertible Debentures (NCDs) aggregating upto Rs. 500 crores (Tenure 3 years)

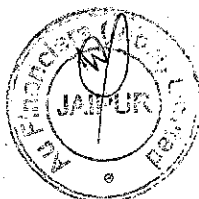
This is with reference to the discussion we had regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed issue of Debentures aggregating upto Rs. 500 crores. In this connection we confirm our acceptance of the assignment.

We are agreeable for inclusion of our name as trustee in the offer document/disclosure document or any other authority as required subject to the following conditions:

1. The Company shall enter into Written Debenture Trustee Agreement (DTA) for the said issue before the opening of Subscription list for issue of bonds.
2. The Company agrees and undertakes to create the securities over such of its immovable and moveable properties and on such terms and conditions as agreed by the Debentures holders and disclose in the Information Memorandum or Disclosure Document and execute, the Debenture Trust Deed (DTD) and other necessary security documents for each series of debentures as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document in any case not exceeding 3 months from the date of allotment of bonds.
3. The Company agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Bond Trustee, remuneration as stated above for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debenture have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
4. The Company shall agree & undertake to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/BOND/1/2009/11/05 dated the 11<sup>th</sup> May, 2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26<sup>th</sup> November, 2009 to the extent applicable in this case, the Companies Act, 1956 and the Companies Act, 2013, as amended from time to time and other applicable provisions and agree to furnish to Trustees such information in terms the same on regular basis.

Please feel free to contact us for query. For information on our services, visit website [www.idbitrustee.co.in](http://www.idbitrustee.co.in)

**Regd. Office :** Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.  
**Tel. :** 022-4080 7000 • **Fax :** 022-5631 1776 • **Email :** [itsl@idbitrustee.com](mailto:itsl@idbitrustee.com) • [response@idbitrustee.com](mailto:response@idbitrustee.com)  
**Website :** [www.idbitrustee.com](http://www.idbitrustee.com)





**IDBI Trusteeship Services Ltd**  
CIN : U65991MH2001GOI131154



5. Any payment in respect of Debentures required to be made by the Debenture Trustee to a Debenture Holder, who is a Foreign Portfolio Investor ("FPI"), at the time of enforcement would, if required by applicable law, be subject to the prior approval of RBI for such remittance through an Authorised Dealer. The Company/Investor shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder (who is an FPI).

Looking forward to a fruitful association with you and assuring you of our best services at all times.

Thanking you,

Yours faithfully,  
For IDBI Trusteeship Services Limited

(Authorized Signatory)

We accept the above terms  
For AU FINANCIERS (INDIA) LTD.

(Authorized Signatory)



Please feel free to contact us for query. For information on our services, visit website [www.idbitrustee.co.in](http://www.idbitrustee.co.in)

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Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : [itsl@idbitrustee.com](mailto:itsl@idbitrustee.com) • [response@idbitrustee.com](mailto:response@idbitrustee.com)  
Website : [www.idbitrustee.com](http://www.idbitrustee.com)

### ANNEXURE III: APPLICATION FORM

**Au Financiers (India) Limited**

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: 10 January, 1996\*

\* On conversion of Au Financiers (India) Limited (then known as AU Financiers (India) Private Limited) from a private company into a public company a fresh certificate of incorporation has been issued on 11 January, 2013.

Registered Office: 19A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan, India

Telephone No.: 0141-4110060

Website: [www.aufin.in](http://www.aufin.in)

**DEBENTURE APPLICATION FORM SERIAL NO.**

**ISSUE OF UPTO 4900 RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURES OF RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH IN 2 SERIES I.E. SERIES 1 - RS. 245,00,00,000/- (RUPEES TWO HUNDRED AND FORTY FIVE CRORES ONLY), SERIES 2 - RS. 245,00,00,000/- (RUPEES TWO HUNDRED AND FORTY FIVE CRORES ONLY), AGGREGATING UPTO RS. 490,00,00,000/- (RUPEES FOUR HUNDRED AND NINETY CRORES ONLY), FULLY PAID UP FOR CASH AT PAR TO THE FACE VALUE**

**DEBENTURES APPLIED FOR:**

Number of Series 1 Debentures \_\_\_\_\_ In words \_\_\_\_\_

Amount Rs. \_\_\_\_\_/- in words Rupees \_\_\_\_\_

Number of Series 2 Debentures\_\_\_\_\_ In words \_\_\_\_\_

Amount Rs. \_\_\_\_\_/- in words Rupees \_\_\_\_\_

**DETAILS OF PAYMENT:**

Cheque / Demand Draft / RTGS

No. \_\_\_\_\_ Drawn on \_\_\_\_\_

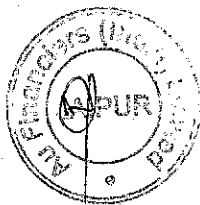
Funds transferred to Au Financiers (India) Limited

Dated \_\_\_\_\_

Total Amount Enclosed

(In Figures) \_\_\_\_\_ (In words) \_\_\_\_\_

<b>APPLICANT'S NAME IN FULL (CAPITALS)</b>	<b>SPECIMEN SIGNATURE</b>
<div style="border-bottom: 1px solid black; height: 1em;"></div>	<div style="border-bottom: 1px solid black; height: 1em;"></div>

[illegible]**APPLICANT'S ADDRESS**

ADDRESS																				
STREET																				
CITY																				
PIN					PHONE									FAX						

APPLICANT'S PAN/GIR NO. \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT \_\_\_\_\_

WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY \_\_\_\_\_

We have read and understood the terms and conditions of the issue of Debentures including the Risk Factors described in the Information Memorandum and have considered these in making our decision to apply. We wish to apply for allotment of the Debentures as set out above. We request you to please place our name(s) on the Register of Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's  
Signature

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

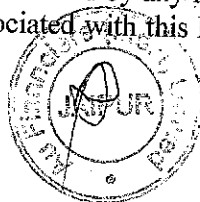
<b>DEPOSITORY</b>	<b>NSDL ( ) CDSL ( )</b>
<b>DEPOSITORY PARTICIPANT NAME</b>	
<b>DP-ID</b>	
<b>BENEFICIARY ACCOUNT NUMBER</b>	
<b>NAME OF THE APPLICANT(S)</b>	

<b>Applicant Bank Account :</b>	
(Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

DATE OF RECEIPT _____	FOR OFFICE USE ONLY DATE OF CLEARANCE _____
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(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Information Memorandum is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for



the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) the Applicant must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant(s) in this application is not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's  
Signature

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____
(Note : Cheque and Drafts are subject to realisation)	

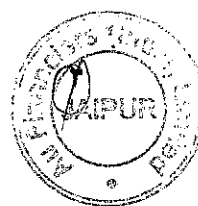
------(TEAR HERE)-----

**[•]- ACKNOWLEDGMENT SLIP**

(To be filled in by Applicant) SERIAL NO.	1								
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Received from \_\_\_\_\_

Address _____	
Cheque/Draft/UTR # _____	Drawn on _____ for Rs. _____
_____ on account of application of _____ Debenture	



## **ANNEXURE IV: LAST AUDITED FINANCIAL STATEMENTS**

Enclosed with this Information Memorandum

