(For the Addressee only)

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HDB FINANCIAL SERVICES LIMITED

(CIN: U65993GJ2007PLC051028)

(Incorporated on June 4, 2007, in the name of HDB Financial Services Limited, a company within the meaning of the Companies Act, 1956 and registered with the Reserve Bank of India as a Non-Banking Financial Company)

Registered Office: Radhika, 2nd Floor, Law Garden Road, Navrangpura, Ahmedabad – 380 009 Tel: +91 079-30482714

Corporate Office: - Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400034

Tel: 022- 39586300/49116300; Fax: 022-39586666/49116666; Website: www.hdbfs.com; Contact Person: Mr. Haren Parekh, Chief Financial Officer; e-mail: compliance@hdbfs.com

SHELF DISCLOSURE DOCUMENT FOR PRIVATE PLACEMENT OF UPTO 5,000 UNSECURED, SUBORDINATED, RATED, LISTED, PERPETUAL DEBT INSTRUMENTS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES (THE "PDIS") AGGREGATING UPTO Rs. 500,00,00,000/- (RUPEES FIVE HUNDRED CRORE ONLY) TO BE ISSUED IN ONE OR MORE TRANCHES/SERIES (THE "ISSUE")

Note:

This Shelf Disclosure is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the PDIs to be issued by HDB Financial Services Limited (the **"Issuer**"/the **"Company**"). This Shelf Disclosure Document is for the exclusive use of the institutions to whom it is addressed and it should not be circulated or distributed to third parties. It cannot be acted upon by any person other than to whom it has been specifically addressed. Multiple copies hereof given to the same entity shall be deemed to be offered to the same person. No document in relation to the Issuer or this Issue of PDIs has been delivered for registration to any authority.

This Shelf Disclosure Document is strictly for a private placement and is only an information brochure intended for private use. Nothing in this Shelf Disclosure Document shall constitute and/or deem to constitute an offer or an invitation to offer to the public or any section thereof to subscribe for or otherwise acquire the PDIs in general under any law for the time being in force. This Shelf Disclosure Document should not be construed to be a prospectus or a statement in lieu of prospectus under the Act. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

GENERAL RISKS

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. Investors are advised to read the risk factors carefully before taking an investment decision in relation to any Tranche/Series of this Issue. For taking an investment decision, the investors must rely on their own examination of the Company, this Shelf Disclosure Document and any Supplemental Disclosure Document issued in pursuance hereof and the Issue including the risks involved. The Issue has not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this Shelf Disclosure Document. Prospective investors are advised to carefully read the risks associated with the Issue of PDIs. Specific attention of investors is invited to statement of Risk Factors contained under Section III of this Shelf Disclosure Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the PDIs or investor's decision to purchase the PDIs.

CREDIT RATING

CARE Ratings Limited has assigned a "CARE AAA; Stable" (pronounced "CARE Triple A with stable outlook") and CRISIL Limited has assigned a CRISIL AAA/Stable" (pronounced "CRISIL Triple A with stable outlook) rating to the captioned Issue. As per CARE & CRISIL's rating letter(s), instruments with this rating are considered to have a high degree of safety regarding timely servicing of financial obligations and such instruments carry very low credit risk. Investors may please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decisions. The rating agency has the right to suspend, withdraw or revise the rating / outlook assigned to the Issue at any time, on the basis of new information or unavailability of information or other circumstances which the rating agency believes may have an impact on the rating.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Shelf Disclosure Document contains all information as required under Schedule I of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time, that this information contained in this Shelf Disclosure Document is true and fair in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Shelf Disclosure Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

LISTING

The PDIs to be issued under this Shelf Disclosure Document are proposed to be listed on the wholesale debt market segment of the BSE Ltd. ("**BSE**"). The BSE has given / shall provide its 'in-principle' approval to list the PDIs vide its letter dated August 08, 2019.

At present time, no arranger has been appointed for the Issue or any Tranches/Series to be issued thereunder. The Company reserves the right to appoint an arranger(s) for any Tranche/Series under the Issue and the details of such arranger shall be specified in the Supplemental Disclosure Document relevant to such Tranche/Series.

This Shelf Disclosure Document is dated August 08, 2019

REGISTRAR TO THE ISSUE Link Intime India Pvt. Ltd. C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel: +91 22 49186000; Fax: +91 22 49186060 E-mail: ganesh.jadhav@linkintime.co.in Website: www.linkintime.co.in Contact Person: Mr. Ganesh Jadhav

TRUSTEE

Axis Trustee Services Limited Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400 025 Tel: 022 62300451 E-mail:debenturetrustee@axistrustee.com Website: www.axistrustee.com Contact Person: Chief Operating Officer

(For the Addressee only)

ISSUE SCHEDULE

The Issue Opening Date, Closing Date and Deemed Date of Allotment for each Tranche/Series will be informed to the Trustee separately and shall be incorporated in the Supplemental Disclosure Document.

Each Tranche/Series of PDIs offered pursuant to this Shelf Disclosure Document shall be subject to the terms and conditions pertaining to the PDIs outlined hereunder as modified / supplemented by the terms of the respective Supplemental Disclosure Document(s) and/or the Private Placement Offer Letter(s) filed with the Stock Exchange in relation to such Series/Tranches and other documents in relation to such issuance. The terms and conditions contained in this Shelf Disclosure shall be read in conjunction with the provisions (as may be mutually agreed between the Issuer and respective PDI Holders from time to time) contained in the respective Supplemental Disclosure Document(s) and/or the Private Placement Offer cum Application Letter(s), and in case of any repugnancy, inconsistency or where there is a conflict between the terms and conditions as are stipulated in the respective Supplemental Disclosure Document(s) / Private Placement Offer cum Application Letter(s) on one hand, and the terms and conditions in the Shelf Disclosure Document on the other, the provisions contained in the Supplemental Disclosure Document(s)/ Private Placement Offer cum Application Letter(s) shall prevail over and override the provisions of this Shelf Disclosure Document for all intents and purposes.

(For the Addressee only)

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SECTION - I NOTICE TO INVESTORS AND DISCLAIMERS

This Shelf Disclosure Document read together with any Supplemental Disclosure Document(s)/Private Placement Offer cum Application Letter(s) issued pursuant hereto, is neither a prospectus nor a statement in lieu of prospectus under the Act. This Disclosure Document has not been submitted to the SEBI for its approval and has been prepared by the Company in conformity with the extant SEBI Debt Listing Regulations. This Issue of PDIs which is to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. This DD does not constitute and shall not be deemed to constitute an offer or an invitation to the public to subscribe to the PDIs. Neither this DD nor any other information supplied in connection with the PDIs is intended to provide the basis of any credit or other evaluation and a recipient of this DD should not consider such receipt a recommendation to purchase any PDIs. Each potential investor contemplating the purchase of any PDIs should make its own independent investigation of the financial condition and affairs of the Company and its own appraisal of the creditworthiness of the Company as well as the structure of the Issue. 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 PDIs and should possess the appropriate resources to analyze such investment and the suitability of an investment to the investor's particular circumstances. No person has been authorized to give any information or to make any representation not contained in or incorporated by reference in this DD or in any material made available by the Company to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

As per the applicable provisions of the Companies Act, it is not necessary for a copy of this Disclosure Document to be filed with 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, 2013 shall not be applicable and accordingly, a copy of this Disclosure Document has not been filed with the ROC. However, pursuant to the provisions of section 42 of the Companies Act 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Shelf DD along with the respective Supplemental Disclosure Document(s) and/or the Private Placement Offer cum Application Letter(s) shall be filed with the ROC and SEBI within the stipulated timelines under the Companies Act, 2013.

This DD read together with Supplemental Disclosure Documents/ Private Placement Offer cum Application Letter have been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations including regulations governing private placements of debentures by NBFCs and regulations governing issuance of perpetual debt instruments by NBFC. This DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter have been prepared solely to provide general information about the Issuer to the Eligible Investors (as defined below) to whom it is addressed and who are willing and eligible to subscribe to the PDIs. This DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter do not purport to contain all the information that any Eligible Investor may require. Further, this DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter have been purport to contain all the information that any Eligible Investor may require. Further, this DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter have 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 DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter nor any other information supplied in connection with the PDIs is intended to provide the basis of any credit or other evaluation and any recipient of this DD read together with the Supplemental Disclosure Document/Private Placement Offer cum Application Letter should not consider such receipt as a recommendation to subscribe to any PDIs. Each Investor contemplating subscription to any PDIs 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 PDIs and should possess the appropriate resources to analyze such investment and the suitability of such investment to such Investor's particular circumstances.

This DD and the contents hereof are addressed only to the intended recipients who have been addressed directly and specifically through a communication by the Company. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this DD are intended to be used only by those potential investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient or made public or its contents disclosed to a third person. No invitation is being made to any person other than the investor to whom this DD has been sent. Any application by a person to whom this DD has not been sent by the Company may be rejected without assigning any reason.

Invitations, offers and sales of PDIs shall only be made pursuant to this DD and the Supplemental Disclosure Document(s). You may not and are not authorised to: (1) deliver this DD to any other person; or (2) reproduce this DD in any manner whatsoever. Any distribution or reproduction or copying of this DD in whole or in part or any public announcement or any announcement to third parties regarding the contents of this DD is unauthorised. Failure to comply with this instruction may result in a violation of Applicable Laws of India and/or other jurisdictions. This DD has been prepared by the Company for providing information in connection with the proposed Issue. The Company does not undertake to update this DD to reflect subsequent events after the date of this DD and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Company.

This Issue is a domestic issue restricted to India and no steps have been taken or will be taken to facilitate the Issue in any jurisdictions other than India. Hence, this DD does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the PDIs or the distribution of this DD in any jurisdiction where such action is required. This DD is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where distribution or use of such information would be contrary to law or regulation. Persons into whose possession this DD comes are required to inform themselves about and to observe any such restrictions. This DD is made available to potential investors in the Issue on the strict

(For the Addressee only)

understanding that it is confidential and may not be transmitted to others, whether in electronic form or otherwise.

It is the responsibility of allottees of these PDIs to also ensure that they/it will transfer these PDIs in strict accordance with this DD and other Applicable Laws.

1.1 DISCLAIMER CLAUSE OF THE COMPANY

The Company accepts no responsibility for statements made otherwise than in the Shelf Disclosure Document and in any Supplemental Disclosure Document(s) read with the Private Placement Offer cum Application Letter(s) and anyone placing reliance on any other source of information would be doing so at their own risk.

The Company has certified that the disclosures made in this DD are adequate and in conformity with SEBI regulations/guidelines and RBI guidelines in force for the time being. This requirement is to facilitate investors to take an informed decision for making an investment in the proposed Issue.

1.2 DISCLAIMER CLAUSE OF SEBI

As per the provisions of SEBI (Issue and Listing of Debt securities) Regulations, 2008 as amended, a copy of this DD has not been filed with or submitted to SEBI. It is distinctly understood that this DD should not in any way be deemed or construed to be approved or vetted by SEBI and that this Issue and/or any Series/Tranche issued hereunder is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of the Company or for the correctness of the statements made or opinions expressed in this DD. Further, the Company undertakes to file this DD read with the Supplemental Disclosure Document within the timeline prescribed under the Act and the rules thereunder.

1.3 DISCLAIMER CLAUSE OF THE STOCK EXCHANGE

As required, a copy of this DD would be duly filed with BSE in terms of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended. It is to be distinctly understood that submission of this DD to the BSE should not in any way be deemed or construed to mean that this DD has been reviewed, cleared or approved by BSE, nor does BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this DD. BSE does not warrant that the PDIs will be listed or will continue to be listed on BSE nor does BSE take any responsibility for the soundness of the financial and other conditions of the Company, its promoters, its management or any scheme or project of the Company.

1.4 DISCLAIMER CLAUSE OF RBI

The Company has obtained a certificate of registration dated December 31, 2007 bearing registration no. N.01.00477 issued by the RBI to carry on the activities of an NBFC under section 45 IA of the RBI Act, 1934. However, a copy of this DD has not been filed with or submitted to the Reserve Bank of India ("**RBI**"). It is distinctly understood that this DD should not in any way be deemed or construed to be approved or vetted by RBI. RBI does not accept any responsibility or

guarantee about the present position as to the financial soundness of the Issuer or for the correctness of any of the statements or representations made or opinions expressed by the Issuer and for discharge of liability by the Issuer. By issuing the aforesaid certificate of registration dated December 31, 2007 to the Issuer, RBI neither accepts any responsibility nor guarantee for the payment of any amount due to any investor in respect of the PDIs. All investors must make investment decisions based on their own analysis and RBI does not accept any responsibility about the repayment of such investment.

1.5 **DISCLAIMER OF THE TRUSTEE**

The Trustee, "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by PDI Holders.

DISCLAIMER IN RESPECT OF JURISDICTION 1.6

Issue of these PDIs have been/will be made in India to investors as specified under clause "Who **Can Apply**" in this DD, who have been/shall be specifically approached by the Company. This DD is not to be construed or constituted as an offer to sell or an invitation to subscribe to PDIs offered hereby to any person to whom it is not specifically addressed. The PDIs are governed by and shall be construed in accordance with the existing Indian laws as applicable in the state of Maharashtra. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals of the city of Mumbai.

DISCLAIMER CLAUSE OF THE RATING AGENCIES 1.7

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned facilities or to buy, sell or hold any security. The Rating Agency(ies) have based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency(ies) do 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(ies) have paid a credit rating fee, based on the amount and type of bank facilities / instruments.

FORCE MAJEURE 1.8

The Company reserves the right to withdraw the Issue at any time or any Tranche/Series under the Issue prior to the closing date thereof in the event of any unforeseen development adversely affecting the economic and/or regulatory environment or otherwise. In such an event, the Company will refund the application money, if any, collected in respect of that Tranche/Series without assigning any reason.

ISSUE OF PDIS IN DEMATERIALISED FORM

The PDIs will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the PDIs in dematerialised form. Investors will have to hold the PDIs in dematerialised form as per the provisions of the Depositories Act. The Issuer shall take necessary

1.9

steps to credit the PDIs allotted to the beneficiary account maintained by the Investor with its Depositary Participant. The Issuer will make the Allotment to Investors on the Deemed Date(s) of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

1.10 EACH PERSON RECEIVING THIS DISCLOSURE DOCUMENT ACKNOWLEDGES THAT:

- (a) Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein;
- (b) Such person has not relied on any intermediary that may be associated with issuance of PDIs in connection with its investigation of the accuracy of such information or its investment decision.
- (c) The Issuer does not undertake to update the information in this Disclosure Document to reflect subsequent events after the date of the Disclosure Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. Neither the delivery of this Disclosure Document and/or any Supplemental DD(s) nor any sale of PDIs made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof. However, the Company shall in each Supplemental Disclosure Document highlight the material changes, if any, in the information about the Company contained in this Shelf Disclosure Document.

SECTION - II DEFINITIONS AND ABBREVIATIONS

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

Company related terms

Term	Description
Auditor	M/s B S R & Co. LLP, the statutory auditors of the Company.
Board of Directors/Board	The board of directors of the Company or any committee thereof.
Company/Issuer	HDB Financial Services Limited
Director(s)	Director(s) of the Company, as may change from time to time, unless otherwise specified.
Memorandum and Articles	The Memorandum & Articles of Association of the Company, as amended from time to time.
NBFC	Non Banking Financial Company as per Reserve Bank of India Act, 1934, as amended from time to time.
NBFC-ND-SI	Systemically Important Non-Deposit taking Non-Banking Financial Company as notified by the RBI, from time to time.
Registered Office	The registered office of the Company located at Radhika, 2 nd Floor, Law Garden Road, Navrangpura, Ahmedabad – 380 009.
Issue related terms	
Term	Description
Act	Shall mean provisions of the Companies Act, 1956 and the Companies Act, 2013, which are in effect from time to time.
Allotment/Allot/Allotted	Unless the context otherwise requires or implies, the allotment of the PDIs pursuant to this Issue.
AGM	Annual General Meeting.
Applicable Law	Includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Application Form	The form used by the recipient of this Disclosure Document, to apply for subscription to the PDIs, which is annexed to this DD and marked as Annexure A.
Beneficial Owner(s)	Holder(s) of the PDIs in dematerialized form as defined under section 2 of the Depositories Act.
BSE	BSE Limited (earlier known as Bombay Stock Exchange)
Business Day	Shall mean any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday for the purpose of section 25 of the

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(For the Addressee only)

Term	Description
	Negotiable Instruments Act, 1881 (26 of 1881) (as may be
	amended/supplemented from time to time) and any other day on which
	banks are closed for customer business in Mumbai) on which money market is
	functioning in Mumbai and "Business Days" shall be construed accordingly.
Call Option	The option available to the Company, at its discretion, to redeem the PDIs on
	the relevant Call Option Date.
Call Option Date	If applicable in respect of any Tranche/Series, means a date falling on the day
	immediately succeeding the expiry of a period of 10 (Ten) years from the
	Deemed Date of Allotment of that Tranche/Series and any date thereafter,
	unless such day is not a Business Day, in which case the Call Option Date will
	be the preceding Business Day.
CDSL	Central Depository Services (India) Limited
	The deemed date of allotment of PDIs will be as specified in the relevant
Allotment	Supplemental DD(s) issued for each Tranche/Series of PDIs.
Depository(ies)	A depository registered with the SEBI under the Securities and Exchange
	Board of India (Depositories and Participant) Regulations, 1996, as amended
· · · · · · · · · · · · · · · · · · ·	from time to time, in this case being NSDL and CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant/DP	A depository participant as defined under the Depositories Act.
Disclosure Document/ DD/	This Shelf Disclosure Document through which the Issue is being made and
Shelf Disclosure Document	which contains the disclosures as per Schedule I of SEBI (Issue and Listing of
· · · · · · · · · · · · · · · · · · ·	Debt Securities) Regulations, 2008 as amended from time to time.
DP-1D	Depository Participant Identification Number.
DRR	Debenture Redemption Reserve in accordance with the provisions of the Act.
Due Date	Any date on which the holders of the PDIs are entitled to any payments, in
·	accordance with this DD and Supplemental DD.
ECS	Electronic Clearing System.
EGM	Extra Ordinary General Meeting.
Equity Shares	Equity shares of the Company of face value of Rs.10/- (Rupees Ten only) each.
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.
Governmental Authority	The President of India, the Government of India, the Governor and the
	Government of any State in India, any Ministry or Department of the same,
	any municipal or local government authority, any authority or private body
	exercising powers conferred by Applicable Law and any court, tribunal or
	other judicial or quasi-judicial body and shall include, without limitation, a
	stock exchange and any regulatory body.
Indebtedness/Financial	Any indebtedness for or in respect of:

(For the Addressee only)

Term	Description
Indebtedness	 monies borrowed;
	 any amount availed of by acceptance of any credit facility;
	• any amount raised pursuant to the issuance of any notes, bonds
	debentures, loan stock or any other similar securities or instruments;
	• the amount of any liability in respect of any lease or hire purchas
	contract which would, in accordance with generally accepted principle
	of accounting in India, be treated as a finance or capital lease;
	• receivables sold or discounted (other than any receivables sold in th
	ordinary course of business or to the extent that they are sold on
	non-recourse basis);
	• any amount raised under any other transaction (including any forwar
	sale or purchase agreement) having the commercial effect of
	borrowing;
and the second	 any derivative transaction entered into in connection with protection
	against or benefit from fluctuation in price (and, when calculating th
	value of any derivative transaction, only the marked to market valu
na an a	shall be taken into account);
	 any counter-indemnity obligation in respect of a guarantee, indemnity
	bond, standby or documentary letter of credit or any other instrumer
	issued by a bank or financial institution;
	 the amount of any liability under an advance or deferred purchas
	agreement if one of the primary reasons behind the entry into suc
	agreement is to raise finance;
	 any put option, guarantees, keep fit letter(s), letter of comfort, etc. b
	whatever name called, which gives or may give rise to any financia
	obligation(s);
and a start of the second s	그는 것 같은 것 같
	 any preference shares (excluding any compulsorily convertibl preference shares);
	 (without double counting) the amount of any liability in respect of an
	guarantee or indemnity for any of the items referred to in paragraph
	(i) to (xi) above.
Interest / Coupon Rate	The rate of interest payable, if any, on the PDIs for the period specified in th
	relevant Supplemental DD issued for each Tranche/Series of the PDIs.
Issue	Private placement of the PDIs.
INR / Rs.	Rupees (Currency of Republic of India).
Investors	Those persons who fall under the category of eligibility to whom this DD alon
	with Supplemental DD may be sent with a view to offering the PDIs for sale o
	private placement basis through this Disclosure Document.
Majority PDI Holder(s)	In respect of any Tranche/Series, the PDI Holder(s) holding an aggregat

Term	Description
	amount representing not less than 75% (Seventy Five Percent) of the value of
	the nominal amount of the PDIs comprised in that Tranche/Series for the time
	being outstanding. It is however clarified that if a resolution is required to be
	passed in relation to a matter concerning a particular Tranche/Series only,
	then the term "Majority PDI Holder(s)" shall mean the PDI Holder(s) of that
	Tranche/Series holding an aggregate amount representing not less than 75%
	(Seventy Five Percent) of the value of the nominal amount of the PDIs
	comprised in that Tranche/Series for the time being outstanding.
Market Lot	The minimum lot size for trading of the PDIs on the Stock Exchange, being 1 (one) PDI.
Material Adverse Effect	The effect or consequence of an event, circumstance, occurrence or condition
	which has caused, as of any date of determination, or could cause a material
	and adverse effect on:
	i. the business activities, financial condition and credit standing of the Company; or
	ii. the ability of the Company to perform its obligations under the Transaction Documents; or
	iii. the validity or enforceability of, or the effectiveness of any of the
	Transaction Documents (including the ability of any party to enforce any
	of its remedies thereunder).
Mutual Fund	A mutual fund registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996.
NEFT	National Electronic Funds Transfer Service.
NSDL	National Securities Depository Limited.
NA	Not Applicable.
NPA	Non Performing Asset.
PAN	Permanent Account Number.
PDI(s)	Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in the
	nature of Non-Convertible Debentures for cash aggregating upto
	Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) to be issued in one or
	more Tranches (and within any Tranche, in one or more Series) pursuant to
	this Shelf Disclosure Document and the Supplemental Disclosure
	Document(s).
PDI Holder	The holders of the PDIs issued by the Issuer and shall include the registered
	transferees of the PDIs from time to time.
Private Placement Offer cum Application Letter	r Shall mean the Offer cum Application Letter prepared in compliance with section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time, which shall be issued with respect to each Tranche/Series issued under the

(For the Addressee only)

Term of the second seco		Description Issue.
Rating Agency(ies)		CARE Ratings Limited a company incorporated under the provisions of the Act and having its registered office at [4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai - 400 022] and
		CRISIL Limited a company incorporated under the provisions of the Act and having its registered office at [Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076]
RBI		Reserve Bank of India
RBI Act		The Reserve Bank of India Act, 1934, as amended from time to time.
Record Date		Shall mean in relation to any Due Date on which any payments are scheduled to be made by the Company to the PDI Holders, the day falling at least 15 (Fifteen) calendar days prior to such Due Date.
Registrar/Registrar to Issue	o the	
RoC		Registrar of Companies.
RTGS		Real Time Gross Settlement.
SEBI		The Securities and Exchange Board of India constituted under the SEBI Act, 1992.
SEBI Act		The Securities and Exchange Board of India Act, 1992, as amended from time to time.
SEBI Debt L Regulations	isting	Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI, as amended by the SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 vide notification dated October 12, 2012 and from time to time and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended/replaced from time to time.
Series		Any series of PDIs (within a Tranche) issued under the Issue pursuant to the issue of a Supplemental Disclosure Document and Private Placement Offer cum Application Letter.
Stock Exchange		BSE.
Super Majority Holders	PDI	PDI Holder(s) of an amount representing not less than 3/4th (Three Fourth) in value of the nominal amount then outstanding of the PDIs under all the Tranches (within all Tranches, all Series) of PDIs under the Issue collectively.
Supplemental Discl Document(s) Supplemental DD	osure /	Shall mean the supplemental disclosure document to be issued by the Company broadly in the format provided in Annexure E hereof containing <i>inter alia</i> the issue price, Interest Rate (if any) and other terms and conditions regarding each Tranche/Series of the PDIs issued under the Issue. The

Term	Description
	Company shall be free to amend the format of Supplemental DD depending
	upon the terms and conditions of the PDIs being issued in each
	Tranche/Series.
TDS	Tax Deducted at Source.
Tranche	Any tranche of PDIs issued under the Issue pursuant to the issue of a
	Supplemental DD and Private Placement Offer cum Application Letter.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the
	PDIs as more particularly set out hereinafter.
The Trustee	Trustee for the PDI Holders, in this case being Axis Trustee Services Limited.
The Trustee Agreement	Agreement executed by and between the Trustee and the Company for the
	purposes of appointment of the Trustee to act as trustee in connection with
	the issuance of the PDIs.
The Trust Deed	The trust deed to be entered by and between the Company and the Trustee
	setting out the terms on which the PDIs are being issued and shall include the
	representation and warranties and the covenants to be provided by the Issuer
	and the Trustee.
WDM	Wholesale Debt Market Segment of the BSE.
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or
	financial institution or consortium thereof, in accordance with the guidelines
•	on wilful defaulters issued by the Reserve Bank of India and includes an issuer
	whose director or promoter is categorized as such in accordance with
	Regulation 2(n) of SEBI (Issue and Listing of Debt Securities) Regulations,
	2008.

SECTION - III RISK FACTORS

The following are the risks envisaged by the management of the Company relating to the Company, the PDIs and the market in general. Potential investors should carefully consider all the risk factors stated in this DD and/or the relevant Supplemental Disclosure Document(s) and/or the Private Placement Offer cum Application Letter(s) in relation to the PDIs for evaluating the Company and its business and the PDIs before making any investment decision relating to the PDIs. The Company believes that the factors described below represents the principal risks inherent in investing in the PDIs, but does not represent that the statements below regarding the risks of holding the PDIs 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. Potential investors should also read the detailed information set out elsewhere in this Shelf Disclosure Document and in the relevant Supplemental Disclosure Document(s) and/or the Private Placement Offer cum Application Letter(s) and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and, therefore, the value of the Company's PDIs could decline and/or the Company's ability to meet its obligations in respect of the PDIs could be affected. More than one risk factor may have simultaneous effect with regard to the PDIs such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the PDIs and/or the Company's ability to meet its obligations in respect of the PDIs. These risks and uncertainties are not the only issues that the Company faces. Additional risks and

uncertainties not presently known to the Company or that the Company currently believes to be immaterial may also have a Material Adverse Effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Company is not in a position to quantify the financial or other implications of any risk mentioned herein below.

INTERNAL RISK FACTORS

3.1 CREDIT RISK

Potential investors should be aware that receipt of any amounts that may be due in respect of the PDIs is subject to the credit risk of the Company.

Any lending and investment activity by the Company is exposed to credit risk arising from interest / repayment default by borrowers and other counterparties. Being an NBFC, the Company has lent money for various maturities and with varying security to a number of institutional and non-institutional clients. The assets under management of the Company were Rs. 55,425 crore as on March 2019. The Company is exposed to the risk of such third parties which owe money, securities or other assets not performing their obligations due to various reasons.

The Company has institutionalised a systematic credit evaluation process monitoring the performance of its asset portfolio on a regular and continual basis to detect any material development, and constantly evaluate the changes and developments in sectors in which it has substantial exposure. The Company will also endeavour to undertake a periodic review of its entire asset portfolio with a view to determine the portfolio valuation, identify potential areas of action and devise appropriate strategies thereon. Despite these efforts, there can be no assurance that repayment default will not occur and/or there will be no adverse effect on the Company's financial results and/or operations as a result thereof.

In performing its credit assessment, the Company relies largely on information furnished by or on behalf of its borrowers, including financial information, based on which the Company performs its credit assessment. The Company may also depend on certain representations and undertakings as to the accuracy, correctness and completeness of information, and the verification of the same by agencies to which such functions are outsourced. Any such information if materially misleading may increase the risk of default and could adversely impact the financial condition, financial results and/or operations of the Company.

A substantial portion of the Company's assets under management (excluding inter-corporate deposits) is secured by assets, moveable and immoveable. The value of the security/collateral granted in favour of the Company, as the case may be, may decline due to adverse market and economic conditions (both global and domestic), delays in insolvency, winding up and foreclosure proceedings, defects in title, difficulty in locating moveable assets, inadequate documentation in respect of assets secured and the necessity of obtaining regulatory approvals for the enforcement of the Company's security over the assets comprising its security and the Company may not be able to recover the estimated value of the assets, thus exposing it to potential losses.

Any delay in enforcing the collateral due to delays in enforcement proceedings before Indian courts or otherwise could also expose the Company to potential losses. Although the Company regularly reviews its credit exposures, defaults may arise from events or circumstances that are difficult to detect or foresee.

Potential investors shall assume the risk that institution of any bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy against the Company, may substantially reduce or delay the payment of sums due on the PDIs.

3.2 NON-PERFORMING ASSETS ("NPA")

If the level of NPAs in the Company's portfolio were to increase, its business would suffer. The Company had net NPAs as a percentage of net loan assets which were 1.12% and 0.96% as of March 31, 2019 and March 31, 2018, respectively and its provisioning norms comply with the RBI guidelines / directives. The Company believes that its overall financial profile, capitalization levels and risk management systems, provide significant risk mitigation. However, the occurrence of

NPAs or an increase in the level of NPAs will adversely affect the Company's business, financial results and/or operations.

3.3 INTEREST RATE RISK

The Company's interest income from lending and gains from trading in debt securities are dependent upon interest rates and their movement. Interest rates are highly sensitive to many factors beyond the control of the Company, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. Consequently, there can be no assurance that significant interest rate movements will not have an adverse effect on the Company's financial results and/or operations.

3.4 ACCESS TO CAPITAL MARKETS AND COMMERCIAL BORROWINGS

With the growth of its business, the Company will increasingly rely on funding from the debt capital markets and commercial borrowings. The Company's growth will depend on its continued ability to access funds at competitive rates which in turn will depend on various factors including its ability to maintain its credit ratings. If the Company is unable to access funds at an effective cost that is comparable to or lower than its competitors, the Company may not be able to offer competitive interest rates for its loans or have adequate funds for its investment activities. This may adversely impact its business results and its future financial performance.

3.5 ASSET LIABILITY MISMATCH

The Company is a NBFC – ND – SI and does not have access to public deposits. The Company meets its funding requirements through a resource mix of bank term loans, commercial paper and debenture issuances thus, some portion of the assets has medium term maturities thereby exposing the Company to liquidity risk. Potential funding mismatches can be created if short term funding sources are not available to the Company. This could have a negative impact on the business and future financial performance of the Company.

3.6 OPERATIONAL AND SYSTEM RISK

The Company is faced with operational and system risks, which may arise as a result of various factors, viz., improper authorizations, failure of employees to adhere to approved procedures, inappropriate documentation, failure in maintenance of proper security policies, frauds, inadequate training and employee errors. Further, there can also be a security risk in terms of handling information technology related products such as system failures, information system disruptions, communication systems failure which involves certain risks like data loss, breach of confidentiality and adverse effect on business continuity and network security.

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Company's operations and/or result in financial loss, disruption of Company's businesses, regulatory intervention and/or damage to its reputation. In addition, the Company's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

Any failure, inadequacy and security breach in our computer systems may adversely affect our business. Our operations depend on our ability to process a large number of transactions on a daily basis across our network of offices. The financial, accounting or other data processing systems of the Company may fail to operate adequately or become disabled as a result of events that are beyond its control, including a disruption of electrical or communications services, particularly in the rural areas in which the Company operates.

The Company's operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Its computer systems, software, including software licensed from vendors and networks may be vulnerable to unauthorised access, computer viruses or other malicious code and other events that could compromise data integrity and security and result in identity theft, for which the Company could potentially be liable.

3.7 ANY INABILITY OF THE COMPANY TO ATTRACT OR RETAIN TALENTED PROFESSIONALS MAY IMPACT ITS BUSINESS OPERATIONS

The business in which the Company operates is very competitive and ability to attract and retain quality talent impacts the successful implementation of growth plans. The Company may lose many business opportunities and business would suffer if such required manpower is not available on time. The inability of the Company to replace manpower in a satisfactory and timely manner may adversely affect its business and future financial performance.

3.8 EMPLOYEE MISCONDUCT

Any kind of employee misconduct may impair the Company's ability to service clients. It is not always possible to deter employee misconduct and the precautions the Company takes to detect and prevent this activity may not be effective in all cases.

3.9 DOWNGRADING IN CREDIT RATING

CARE Ratings Limited has assigned "CARE AAA; Stable" (pronounced "CARE Triple A with stable outlook") rating and CRISIL Limited has assigned "CRISIL AAA/Stable" (pronounced "CRISIL Triple A with stable outlook) for long term borrowings upto Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) through PDIs. The Company cannot guarantee that this rating will not be downgraded.

In the event of deterioration in the financial health of the Company, there is a possibility that the Rating Agency may downgrade the rating of the PDIs. In such cases, potential investors may have to take losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. Such a downgrade in the credit rating may lower the value of the PDIs and/or the Company's ability to meet its obligations in respect of the PDIs could be affected.

3.10 NO DRR

As per the provisions of sub-rule 7 of Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, NBFCs are exempt from the requirement of creation of DRR in respect of privately placed debentures. Pursuant to this rule, the Company does not intend to create any such reserve funds for the redemption of the PDIs and the Holders of PDIs may find it difficult to enforce their interests in the event of a default.

3.11 THE PDIs ARE UNSECURED

As the PDIs being issued by the Company are unsecured, in the event that the Company is unable to meet its payment and other obligations towards potential investors under the terms of the PDIs, the Trustee does not have any security which can be enforced to redeem the PDIs and the PDI Holders shall be treated as unsecured creditors of the Issuer.

3.12 THE PDIS ARE SUBORDINATED PERPETUAL INSTRUMENTS AND THE INVESTORS HAVE NO RIGHT TO REQUIRE REDEMPTION

The PDIs are perpetual in tenor and have no maturity date. The Company is under no obligation to redeem the PDIs at any time and the PDIs can only be disposed of by sale. PDI Holders who wish to sell their PDIs may be unable to do so at a price at or above the amount they have paid for them, or at all, if insufficient liquidity exists in the market for the PDIs.

3.13 THE PDIS MAY BE REDEEMED ONLY AT THE OPTION OF THE ISSUER ON THE CALL OPTION DATE

Save and except upon occurrence of an Event of Default, the terms and conditions provide that the PDIs are redeemable at the Company's option, subject to approval from the RBI, only on the Call Option Date. The date that the Company elects to redeem the PDIs may not accord with the preference of individual holders, which may be disadvantageous to holders in light of market conditions or the individual circumstances of the holder of the PDIs. Additionally, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective distribution rate at the same level as that of the PDIs.

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3.14 COMPANY'S INDEBTEDNESS AND COVENANTS IMPOSED BY ITS FINANCING ARRANGEMENTS MAY RESTRICT ITS ABILITY TO CONDUCT ITS BUSINESS OR OPERATIONS

Company's financing arrangements require it to maintain certain security cover for some of its borrowings. Should there be any breach of financial or other covenants of any financing arrangements and such breach continues beyond the stipulated cure period, the Company may be subjected to various consequences as a result of such default including forced repayment of such borrowings. Further, under some of the financing arrangements, the Company is required to inform / obtain prior approval of the lenders / debentures holders / debenture trustee for various actions. This may restrict / delay some of the actions / initiatives of the Company from time to time.

EXTERNAL RISK FACTORS

3.15 INCREASING COMPETITION FROM BANKS, FINANCIAL INSTITUTIONS AND OTHER NBFCs

The successful implementation of Company's growth plans depends on its ability to face the competition. The main competitors of the Company are other NBFCs, financial institutions and banks. The Company, being NBFC-ND-SI, does not have access to low cost deposits because of which it may become less competitive. Many of its competitors have significantly greater financial, technical, marketing and other resources. Many of them also offer a wider range of services and financial products than the Company does and have greater brand recognition and a larger client base. As the Company ventures into offering newer products, it is likely to face additional competition from those who may be better capitalised, have longer operating history and better management. If the Company is unable to manage its business and compete effectively with current or future competitors it might impede its competitive position and profitability.

3.16 CHANGES IN GENERAL INTEREST RATES IN THE ECONOMY MAY AFFECT THE PRICE OF THE PDIS

All securities where a fixed rate of interest is offered, such as the PDIs, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of the PDIs.

3.17 TAX AND OTHER CONSIDERATIONS

Special tax, accounting and legal considerations may apply to certain types of potential 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 an investment into the PDIs.

3.18 THE PDIs MAY BE ILLIQUID

The Company intends to list the PDIs on the WDM segment of the BSE. The Company cannot provide any guarantee that the PDIs will be frequently traded on the Stock Exchange and that there would be any market for the PDIs. The current trading of the Company's existing listed non-convertible debentures may not reflect the liquidity of the PDIs being offered through the Issue. It is not possible to predict if and to what extent a secondary market may develop for the PDIs or at what price the PDIs will be traded in the secondary market or whether such market will be liquid or illiquid. The fact that the PDIs may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. The Company may, but is not obliged to, at any time purchase the PDIs at any price in the market or by tender or private agreement. Any PDIs so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for PDI Holders to realise value for the PDIs prior to settlement of the PDIs.

Further, the Company may not be able to issue any further PDIs, in case of any disruptions in the securities market.

3.19 FUTURE LEGAL AND REGULATORY OBSTRUCTIONS

Future government policies and changes in laws and regulations in India (including their interpretation and application to the operations of the Company) and comments, statements or policy changes by any regulator, including but not limited to SEBI or RBI, may adversely affect the PDIs, and restrict the Company's ability to do business in its target markets. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on its business, financial results and/or operations.

Further, SEBI, the relevant Stock Exchange(s) or other regulatory authorities may require clarifications on this DD, which may cause a delay in the issuance of PDIs or may result in the PDIs being materially affected or even rejected.

3.20 MATERIAL CHANGES IN THE REGULATIONS GOVERNING THE COMPANY

NBFCs in India are subject to detailed supervision and regulation by the RBI, though currently NBFCs not accepting public deposits are exempt from many provisions. In addition, the Company is generally subject to changes in Indian law, as well as to changes in regulations and policies and accounting principles. The RBI also requires the Company to make provisions in respect of NPAs. Any changes in the regulatory framework affecting NBFCs including risk weights on assets and/or

provisioning norms for NPAs and/or capital adequacy requirements could adversely affect the profitability of the Company or its future financial performance by requiring a restructuring of its activities, increasing costs or otherwise. The Company is classified as a NBFC-ND-SI, which is subject to certain statutory, regulatory, exposure and prudential norms and this may limit the flexibility of the Company's loans, investments and other products.

3.21 A SLOWDOWN IN ECONOMIC GROWTH IN INDIA

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy or a fall in India's GDP may adversely affect its business, including its ability to enhance its asset portfolio and the quality of its assets, and its ability to implement certain measures could be adversely affected by a movement in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or a general downtrend in the economy. Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact the Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available.

3.22 POLITICAL INSTABILITY OR CHANGES IN THE GOVERNMENT COULD DELAY FURTHER LIBERALISATION OF THE INDIAN ECONOMY AND ADVERSELY AFFECT ECONOMIC CONDITIONS IN INDIA GENERALLY

If there was to be any slowdown in the economic liberalization, or a reversal of steps already taken, it could have an adverse effect on the Company's business. Financial difficulties and other problems in certain financial institutions in India could cause the Company's business to suffer. The Company is exposed to the risks of the Indian financial system, which in turn may be affected by financial difficulties, trends and other problems faced by certain Indian financial institutions. The problems faced by such Indian financial institutions and any instability in or difficulties faced by the Indian financial system generally could create an adverse market perception about Indian financial institutions, banks and NBFCs. This in turn could adversely affect the Company's business, its future financial performance and its shareholders' funds.

3.23 TERRORIST ATTACKS, CIVIL UNREST AND OTHER ACTS OF VIOLENCE OR WAR INVOLVING INDIA AND OTHER COUNTRIES COULD ADVERSELY AFFECT THE FINANCIAL MARKETS AND THE COMPANY'S BUSINESS

Terrorist attacks and other acts of violence or war may negatively affect the Indian markets and may also adversely affect the worldwide financial markets. These acts may also result in a loss of business confidence. In addition, adverse social, economic and political events in India could have a negative impact on the Company. Such incidents could also create a perception that investment in Indian companies involves a higher degree of risk which could have an adverse impact on the Company's business.

3.24 THE COMPANY'S BUSINESS MAY BE ADVERSELY IMPACTED BY ACTS OF GOD AND NATURAL CALAMITIES OR UNFAVOURABLE CLIMATIC CHANGES.

India has experienced acts of God and natural calamities such as earthquakes, floods, droughts and a tsunami in recent years. India has also experienced pandemics, including the outbreak of avian flu and swine flu. The extent and severity of these natural disasters and pandemics determine their impact on the economy and in turn their effect on the financial services sector of which the Company is a part cannot be ascertained or predicted but could adversely affect the Company. Prolonged spells of abnormal rainfall and other natural calamities could have an adverse impact on the economy which in turn could adversely affect the financial results and/or operations of the Company.

3.25 REGULATORY RESTRICTIONS

The instruments for offer are in the nature of Unsecured Subordinated Rated Listed Perpetual Debt Instruments in the nature of Non-Convertible Debentures. Redemption of the PDIs will be subject to Master Direction – Non- Banking Financial Company- Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 issued by RBI via notification DNBR.PD.008/03.10.119/2016-17 dated September 01, 2016.

As per the aforesaid RBI direction:

- 1) the claims of the investors in PDI shall be
- a) Superior to the claims of investors in Equity Shares; and
- b) Subordinated to the claims of all other creditors (but *pari passu inter se* the PDI Holders).
- 2) the PDIs could be subject to a lock-in as under:
- a) the PDIs shall be subjected to a lock-in clause in terms of which the Company may defer the payment of interest, if
 - the Company's capital to risk assets ratio (CRAR) is below the minimum regulatory requirement prescribed by RBI; or
 - the impact of such payment results in the Company's CRAR falling below or remaining below the minimum regulatory requirement prescribed by the RBI;
- b) However, the Company may pay interest with the prior approval of RBI when the impact of such payment may result in net loss or increase the net loss, provided the CRAR remains above the regulatory norm.
- c) The interest shall not be cumulative except in cases as in (a).

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(For the Addressee only)

SECTION - IV FINANCIAL STATEMENTS

			۱	(Rs in Crores)		
Particulars	FY 2018-19 (Audited) (IND-AS)	FY 2017-18 (Audited) (IND-AS)	FY 2016-17 (Audited) (IND-AS)	FY 2015-16 (Audited) (IGAAP)	FY 2014-15 (Audited) (IGAAP)	
Total Debt	45105	35753	27441	19612	15278	
of which – Non Current Maturities	29135	22169	19624	13470	10500	
of - Long Term Borrowing						
- Short Term Borrowing	3723	2915	2021	910	350	
- Current Maturities of Long Term Borrowing	12247	10669	5797	5232	4428	
Net Fixed Assets	123	137	131	83	52	
Non Current Assets	38299	31811	25524	18940	14602	
Cash and Cash Equivalents	335	62	70	135	123	
Current Investments	567	401	400	300	425	
Current Assets	18241	13636	9689	5731	4540	
Current Liabilities	3062	2780	1816	1752	1106	
On balance sheet assets	54709	44268	34071	24410	18898	
Off balance sheet assets	716	0	0	1497	301	
Net worth	7178	6040	5209	3562	3125	
Particulars	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	FY 2014-15	
	(Audited) (IND-AS)	(Audited) (IND-AS)	(Audited) (IGAAP)	(Audited) (IGAAP)	(Audited) (IGAAP)	
Total revenue	8725	7027	5715	3302	2527	
Net Interest Income	3379	2882	2037	1444	929	
Profit before tax	1724	1436	1059	818	530	
Profit after tax	1153	933	699	534	349	
Dividend declared		Interim	Interim	Interim		
(In Rs. Per share)	Final	Rs. 0.90 &	Rs. 0.90 &	Rs. 0.60 &	Final	
	Rs. 1.80	Final	Final	Final	Rs. 0.70	
	(18%)	Rs. 0.70 (16%)	Rs. 0.60 (15%)	Rs. 0.60 (12%)	(7%)	
Interest Coverage Ratio [(Cash profits after tax + interest	1.36	1.40	1.33	1.34	1.26	
paid) / interest paid]		l			·	

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SECTION - V REGULATORY DISCLOSURES

This Shelf Disclosure Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI (Issue and Listing of Debt Securities), 2008 as amended from time to time.

5.1 Documents Submitted to the Stock Exchange

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the PDIs;
- (b) Copy of last three years audited annual reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Copy of the Board / committee resolution authorizing the borrowing and list of authorized signatories;
- (e) An undertaking from the Issuer stating that the necessary documents for the Issue, including the Trust Deed would be executed within the time frame prescribed in the relevant regulations/ acts/ rules etc and the same would be uploaded on the website of the BSE, where the PDIs are proposed to be listed, within 5 (five) working days of execution of the same;
- (f) Any other particulars or documents that the recognized stock exchange may call for as it deems fit;

5.2 Documents Submitted to the Trustee

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

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the PDIs;
- (b) Copy of last three years' audited Annual Reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Latest audited / limited review half yearly consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor gualifications, if any.
- (e) An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point (d) above to the Trustee within the timelines as mentioned in Uniform Listing Agreement issued by SEBI vide circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015, as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred Eighty) days from the end of the Financial Year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing PDI Holders within 2 (two) working days of their specific request.

5.3 Name and Address of the following:

Sr. No.	Particulars	Details
1.	Name of the Issuer	HDB Financial Services Limited
2.	Registered Office of the	Radhika, 2 nd Floor, Law Garden Road, Navrangpura, Ahmedabad –
	Issuer	380 009

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Sr. No.	Particulars	Details
3.	Corporate Office of the	Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race
	Issuer	Course Gate No.6, Mahalaxmi (West), Mumbai – 400034
4.	Company Secretary and	Ms. Dipti Khandelwal (Membership No.:A25592)
	Compliance Officer of	Email: compliance@hdbfs.com
	the Issuer	
5.	Chief Financial Officer of	Mr. Haren Parekh
	the Issuer	Email: haren.parekh@hdbfs.com
6.	Arrangers, if any, of the	As per relevant Supplemental DD
	instrument	
7.	Trustee of the Issue	Axis Trustee Services Limited
		Ground Floor, Axis House,
		Wadia International Centre,
an An taona		Pandurang Budhkar Marg,
14 · · ·		Worli, Mumbai-400 025
		Tel: 022 62300451;
5 - 12 2 - 5 - 5		Fax: 022-43253000
		E-mail: debenturetrustee@axistrustee.com;
		website: www.axistrustee.com
8.	Registrar of the Issue	Link Intime India Pvt. Ltd.
		C 101, 247 Park, L B S Marg,
		Vikhroli West, Mumbai 400 083
		Tel: +91 22 49186000; Fax: +91 22 49186060
		E-mail: ganesh.jadhav@linkintime.co.in
		Website: www.linkintime.co.in
9.	Credit Rating agency of	CARE Ratings Limited
	the Issue	4 th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern
		Express Highway, Sion (East), Mumbai - 400 022
		Tel: +91 22 67543456 ; Fax: +91 22 67543457
	production of the second se	website: www.careratings.com
		CRISIL Limited
		CRISIL House, Central Avenue, Hiranandani Business Park, Powai,
t,		Mumbai – 400076
		Tel: 91 22 3342 3000; Fax: 91 22 3342 3001
		website: www.crisil.com
10.	Statutory Auditors of	M/s B S R & Co. LLP
	the Issuer	Chartered Accountants,
		Lodha Excelus, 1 st Floor, Apollo Mills Compound, N. M. Joshi Marg,
		Mahalaxmi, Mumbai – 400011
		Tel: +91 22 39896000; Fax: +91 22 30902511

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Investors can contact the compliance officer in case of any pre-Issue or post-Issue related matters.

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

Business Activity: The current product portfolio of the Company consists of loans, Fee based products and BPO services.

Loans: The Company offers a wide range of loan products (secured and unsecured) to various customer segments. These include Consumer Loans, Enterprise Loans and Asset Finance.

Consumer Loans: The Company provides loans for purchase of white goods (such as washing machine and refrigerators etc.), brown goods (such as television, audio equipment and similar household appliances etc.), digital products (such as mobile phones, computer/ laptop etc.) and life style products.

The Company also provides loans to individuals for personal, family or household purposes to meet their short or medium-term requirements.

Consumer Loans Portfolio includes:

- Consumer Durable Loan
- Digital Product Loan
- Gold Loan
- Auto Loan
- Personal Loans
- Loan against Mutual Fund units

Enterprise Loans: Small & Micro Enterprise need funding, whether it is for working capital of a big order or for setting up new machinery for faster production etc. The Company offers secure and unsecured Loans to cater the needs of these Enterprises.

Various Loans offered to Enterprises include:

- Unsecured Business Loan
- Loan Against Property
- Loan against lease Rental
- Enterprise Business Loan
- Auto Refinance
- Loan against Share and Securities

Asset Finance - The Company offers loans for purchase of new & used vehicles and equipment that generate income for the borrowers. The Company provides finance to a board spectrum of customer including fleet owners, first time users, first time buyers and captive use buyers.

- **Commercial Vehicle Loans** The Company provides loans for purchase of new and used commercial vehicles. The Company also offers refinancing on existing vehicles.
- Construction Equipment Loans The Company provides loans for purchase of new and used construction equipment. The Company also offers refinancing an existing equipments.
- Tractor Loans The Company provides loans for purchase of new and used tractors.

Fee based products / Insurance Services:

- The company is a registered Company Insurance Agent having license from Insurance Regulatory & Development Authority of India (IRDAI). IRDAI has renewed Corporate Agency license of the Company for a period of three years from April 01, 2019 to March 31, 2022. The Company sells Life and General Insurance products of HDFC Standard Life Insurance Company Limited and HDFC Ergo General Insurance Company Limited respectively. The Company has obtained certificate to act as a Telemarketer for Corporate Agent.
- The Company has obtained AMFI Registration No. from Associations of Mutual Funds in India.
- The Company distributes third party products.

Services :-

- Collection Services- The Company has a contract with HDFC Bank to run collection call centres and collect overdues from borrowers. The Company has set up 15 call centres across the country with a capacity of over 5000 seats. These centres provide collection services for the entire gamut of retail lending products of HDFC Bank. The Company offers end to end collection services in over 750 locations through its calling and field support teams.
- Back office and Sales Support- The Company provides sales support services, back office, operations and processing support to HDFC Bank.

Infrastructure: The Company has 1,350 branches in 961 cities in India as on March 31, 2019. The Company has its data centre at Bengaluru and Mumbai with centralised operations based at Hyderabad and Chennai. To strengthen its internal processes the company has implemented a quality management system in its centralised operations at Hyderabad and Chennai. The operations of the Company are ISO 9001:2008 certified by BSI.

Issuer's Loan Portfolio

	(Rs. in crores)		
Particulars	Amount (as on March 31, 2019)		
Loan against property	18,424		
Asset Finance loans	22,696		
Unsecured Business loans	11,719		
Other Secured loans	1,871		
Total	54,709		

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(For the Addressee only)

(a) <u>Overview:</u>

HDB Financial Services Ltd. was incorporated in Ahmedabad on June 4, 2007, as a non-deposit taking Non-Banking Financial Company (NBFC) as defined under section 45-IA of RBI Act 1934 and is engaged in the business of financing. The Company achieved total income of Rs. 8,724.81 crores and net profit of Rs. 1,153.24 crores in FY 18-19 with total net worth of Rs. 7,178.48 crores as at March 31, 2019. The Company is promoted by HDFC Bank Ltd. which has 95.53% shareholding in the Company as on March 31, 2019. The Company has been rated AAA/Stable by CARE and CRISIL for long term loans from banks. The Company's capital adequacy ratio as on March 31, 2019 was 17.91%, as against minimum regulatory requirement of 15% for non-deposit accepting NBFCs. The asset quality of the Company remains healthy with Gross NPAs at 1.78% and Net NPAs at 1.12% as on March 31, 2019. During FY 18-19, the Company has disbursed loans amounting to Rs.32,211 Crores.

The Company caters to the growing needs of India's increasingly affluent middle market. The requirements of medium, small and micro business enterprises that are too small to be serviced by corporate lending institutions are also addressed by the Company through suitable products and services. These segments are typically underserviced by the larger commercial banks thus creating a profitable niche for the company to address.

Business Strategy:

HDB's business strategy has been to provide Best in Class Product and services to India's increasingly affluent middle market. To achieve this objective, the company has invested in a "Direct to Customer" distribution model to provide personalized services to its target segment.

The Company's business strategy emphasizes the following:

- Develop and provide personalized solutions for its target segment that address specific needs of customers.
- Provide personalized customer experience through its branch network to enhance customer relationships.
- Leverage technology to reach out to customers and deliver more products to manage operating costs.
- Focus on asset quality through disciplined Risk Management
- Identify new product / market opportunities that build economies of scale.
- Expand Distribution to new markets.

The Company's competitive advantage is product innovation and being able to customize a product to the requirements of the customer.

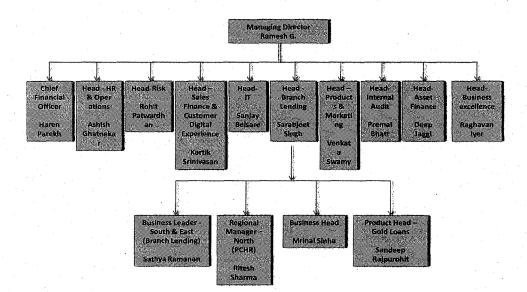
(b) <u>Corporate Structure:</u>

The Company is professionally Board Managed Company headed by Mr. Ramesh G., Managing Director and Chief Executive Officer (MD & CEO). He reports to the Board. He has direct reportees in each function:

- Mr. Haren Parekh, Chief Financial Officer
- Mr. Ashish Ghatnekar, Head HR & Operations
- Mr. Rohit Patwardhan, Head-Risk
- Mr. Kartik Srinivasan, Head –Sales Finance & Customer Digital Experience
- Mr. Sanjay Belsare, Head-IT
- Mr. Sarabjeet Singh, Head Branch Lending
- Mr. Venkata Swamy, Head Products & Marketing
- Mr. Premal Bhatt, Head- Internal Audit
- Mr. Deep Jaggi- Head- Asset Finance
- Mr. Raghavan Iyer- Head- Business excellence

All the functional heads report to MD. The Company is having a qualified and dedicated pool of employees.

The organisational chart of the Company is as set out below:



Organization Structure - Corporate

(c) <u>Key Operational and Financial Parameters for the last three Audited years (on standalone basis)</u>: The Key Operational and Financial Parameters for the last three Audited Financial years (on standalone basis) are as under:

			(Rs. in crores)
Parameters	FY 2018-19 (IND-AS)	FY 2017-18 (IND-AS)	FY 2016-17 (IND-AS)
Net worth	7178	6040	5209
Total Debt	45105	35753	27441
Non current maturities of long term borrowing	29135	22169	19624
Non current maturities of short term borrowing	3723	2915	2021
Current maturities of long term borrowing	12247	10669	5797
Net Fixed Assets	123	137	131
Non Current Assets	38299	31811	25524
Cash and Cash Equivalents	335	62	70
Current Investments	567	401	400
Current Assets	18241	13636	9689
Current Liabilities	3062	2780	1816
Assets under Management	55425	44268	34071
Off Balance Sheet Assets	716	0	0
Parameters	FY 2018-19	FY 2017-18	FY 2016-17
	(IND-AS)	(IND-AS)	(IGAAP)
Interest Income	6712	5331	4087
Interest Expense	3333	2449	2050
Provisioning & Write-offs	637	525	340
РАТ	1153	933	699
Gross NPA (%)	1.83%	1.67%	1.45%
Net NPA (%)	1.24%	1.12%	0.85%
Tier I Capital Adequacy Ratio (%)	12.78%	12.79%	15.26%
Tier II Capital Adequacy Ratio (%)	5.13%	5.22%	5.53%
EPS (Rs.) (Basic)	14.71	11.94	9.64
Book value (Rs.)	91.36	77.15	66.76

Gross Debt: Equity Ratio of the Company as on last financial year end, i.e. March 31, 2019:

	FY 2018-19
Debt equity ratio	6.64

(d)

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

5.5 <u>A brief history of the Issuer since its incorporation giving details of its following activities:</u>

History of the Company

The Company was promoted by HDFC Bank as non-banking financial company (Non Deposit taking) and the Company continues to be a subsidiary of HDFC Bank which has a shareholding of 95.53% as on June 30, 2019.

The Company has obtained a certificate of registration dated December 31, 2007 bearing registration no. N. 01.00477 issued by the RBI to carry on the activities of an NBFC under section 45 IA of the RBI Act.

(a) Details of Share Capital as on last quarter end, i.e. June 30, 2019:

Share Capital	Particulars	
Authorised Share Capital	Rs. 10,01,55,00,000 comprising: 1,00,15,50,000 Equity Shares of Rs. 10/- each	
Issued, Subscribed and Paid up Share Capital	Rs. 7,85,70,03,060 comprising: 78,57,00,306 Equity Shares of Rs.10/- each	

Notes:

Of the above Issued, Subscribed and Paid up share capital 75,05,96,670 Equity Shares are held by HDFC Bank Ltd., the holding company of the Company.

The paid-up share capital shall remain unchanged after the issues. The PDIs being Non-Convertible and to be issued at par, there will be no change in the paid-up capital due to conversion and there will be no change in the balance of the share premium account.

(b) Changes in its capital structure as on last quarter end i.e. June 30, 2019 for the last five years:

Change in Authorised Share Capital of the Company as on the last quarter end for the last five years:

Date of (AGM/EGM)	December 01, 2016*					
Authorised Share Capital (In Rs.)	Rs. 10,01,55,00,000/-					
Particulars	Authorised capital increased Amalgamation	pursuant	to	the	Scheme	of

*Apart from this change in its capital structure, no other changes have occurred in the last five years.

(c) Equity Share Capital History of the Company as on the last quarter end i.e. June 30, 2019 for the last five years:

The details of equity share capital raised by the Company, for the last five years are as under:

Date of	No. of	Fac	Form of	Issue Price (Rs)	Nature		Cumulative	2	Re-mark
Allotment	Equity Shares	e Val ue (Rs)	Consider -ation (other than cash, etc)		of allotme nt	No. of Equity shares	Equity Share Capital (Rs)	Equity Share Premium (in Rs.)	
26/11/14	5,65,800	10	Cash	Series 4C - 17.5/- Series 5C - 25/- Series 6A - 31/- Series 6B - 31/- Series 7A - 56	ESOS Exercise	514316 019	5143160 190	7712243 399	For cash on account of ESOP allotment
05/03/15	1851538 57	10	Cash	65/-	Rights Issue	699469 876	6994698 760	1789570 5534	For cash on account of Rights Issue
27/08/15	1,41,600	10	Cash	Series 4C - 17.5/- Series 5B - 25/- Series 6A - 31/- Series 6B - 31/- Series 7A - 56	ESOS Exercise	699611 476	6996114 760	1790075 3734	For cash on account of ESOP allotment
30/11/15	5,60,950	10	Cash	Series 6B - 31/- Series 6C - 31/- Series 7A - 56/- Series 7B - 56/-	ESOS Exercise	700172 426	7001724 260	1792258 1184	For cash on account of ESOP allotment
29/09/16	3,52,900	10	Cash	Series 5C – 25/- Series 6B – 31/- Series 6C – 31/- Series 7A – 56/- Series 7B – 56/-	ESOS Exercise	700525 326	7005253 260	1793727 3084	For cash on account of ESOP allotment
29/11/16	9,07,900	10	Cash	Series 6C – 31/- Series 7B – 56/- Series 8A – 88/-	ESOS Exercise	701433 226	7014332 260	1800583 2884	For cash on account of ESOP allotment
16/12/16	75,60,98 5	10	Cash		Scheme of amalga mation	708994 211	7089942 110	1800608 2884	On account of Merger vide High Court Order
14/02/17	3,18,640	10	Cash	Series 6C – 31/- Series 7B – 56/- Series 8A – 88/-	ESOS Exercise	709312 851	7093128 510	1803001 5604	For cash on account of ESOP allotment
23/03/17	7093144 5	10	Cash	155/-	Rights issue	780244 296	7802442 960	2831507 5129	For cash on account of Rights Issue
28/09/17	5,06,660	10	Cash	Series 6C – 31/- Series 7B – 56/- Series 8A – 88/-	ESOS Exercise	780750 956	7807509 560	2835140 3009	For cash on account of ESOP allotment

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05/12/17	21,85,30	10	Cash	Series 8A – 88/-	ESOS	782936	7829362	2857550	For cash on
4	0 .	4 - P		Series 8B - 88/-	Exercise	256	560	1609	account of
			:	Series 9A – 137/-					ESOP
			1. A. 1.	and the second		· .		a	allotment
30/05/18	4,500	10	Cash	88/-	ESOS	782940	7829407	2857585	For cash on
		1			Exercise	756	560	2609	account of
		· · ·			· ·	• •			ESOP
									allotment
04/12/18	27,59,55	10	Cash	Series 8B – 88/-	ESOS	785700	7857003	2893820	For cash on
	0			Series 8C - 88/-	Exercise	306	060	5459	account of
				Series 9A – 137/					ESOP
				Series 9B – 137/					allotment
				Series 10A – 213/					
				Series 10B - 213/					
				Series 10C – 213/					

(d) Details of any Acquisition or Amalgamation in the last one year:

None

(e) Details of any Re-organisation or Reconstruction in the last one year: Not Applicable

5.6 Details of the shareholding of the Company as on the latest quarter ended June 30, 2019:

(a) <u>Shareholding pattern of the Company as on June 30, 2019:</u>

Sr.	Particulars	No. of equity	No. of shares held	Total Shareholding as % of
No.		shares held	in demat form	total no. of equity shares
1	HDFC Bank	75,05,96,670	75,05,96,670	95.53%
2	Others	3,51,03,636	3,51,03,636	4.47%

Notes: Details of shares pledged or encumbered by the promoters (if any): None.

(b) <u>List of Top Ten holders of equity shares of the Company as on the latest quarter end i.e. June 30,</u> 2019:

The list of top ten holders of Equity Shares of the Company as on June 30, 2019 is as under:

Sr. No.	Name of Shareholder	Total Number of	No. of shares in	Shareholding as %
		Equity Shares	demat form	of total shares
1	HDFC BANK LTD	75,05,96,670	75,05,96,670	95.53
2	HDB EMPLOYEE WELFARE TRUST			
· 2	(THROUGH ITS TRUSTEES)	26,18,699	26,18,699	0.33
2	HDBFS EMPLOYEES WELFARE			
	TRUST (THROUGH ITS TRUSTEES)	19,22,062	19,22,062	0.24

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4	VISTRA ITCL (INDIA) LIMITED	14,81,284	14,81,284	0.19
- 5	VINOD G. YENNEMEDI	8,50,000	8,50,000	0.11
6	RAMESH G.	5,40,900	5,40,900	0.07
7	ANKITA PARESH SUKTHANKAR	4,35,000	4,35,000	0.06
8	ASHISH PARTHASARTHY	4,15,278	4,15,278	0.05
9	PRALAY MONDAL	3,94,415	3,94,415	0.05
10	HUZAAN KAIZAD BHARUCHA	3,90,000	3,90,000	0.05
			5 V	

5.7 <u>Following details of the directors of the Company as on date*</u>:

(a) <u>Details of the current directors of the Company:</u>

Name, Designation and DIN	Date of birth	Address	Occup ation	Director of the Company Since	Details of other directorship
Mr. Aditya Puri,	27.10.195	1001-1002,	Servic	01.05.201	1. HDFC Bank Limited
Non- Executive	0	Vinayak Aangan,	е	6	
Director &		NB Parulekar			
Chairman		Marg, Prabhadevi,			
DIN - 00062650	· .	Mumbai - 400 025			
Mr. Bhavesh	24.12.196	202, Prabhukunj	Servic	01.05.201	1. The Clearing
Zaveri, Non-	5	Co-Operative	e	6	Corporation of India
Executive		Housing Society 5	-		2. Swift India Domestic
Director,	4 J.	Peddar Road,			Services Private
		Mumbai- 400 026			Limited
DIN - 01550468			-		3. Goods & Service Tax
	40.07.400	a c :1	c	04.05.004	Network
Mr. Jimmy Tata, Non- Executive	13.07.196 6	Sea Side, Bhulabhai Desai	Servic e	01.05.201 6	International Asset
Director	D .	Road, Mumbai-	e	0	Reconstruction Company
Director		400 036			Private Limited
DIN- 06888364					
Mr. Ramesh G.,	22.09.196	C -101, Ashok	Servic		Nil
Managing	9	Gardens, Tokersey	e	01.07.201	
Director and		Jivraj Road,		2	
Chief Executive	j I	Sewree, Mumbai			
Officer,		400015			
DIN - 05291597	ж.		1. 1. A.		
Mr. Venkatraman	09.03.195	73, Keshav Smruti,	Charte	12.03.201	UTI Retirement Solutions
Srinivasan,	9	88, Veer Savarkar	red	5	Limited
Independent		Marg,	Accou		
Director		Mumbai- 400028	ntant		
DIN - 00246012	l			L	

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				· · · ·	
Ms. Smita	04.11.196	7A, A Block, 3rd	Consul	12.03.201	1. Avameh Consultancy
Affinwalla,	2	Floor, Khalakdina	tant	5	Private Limited
Independent		Terrace, August			2. Illuminos Consultancy
Director		Kranti Marg,		-	Private Limited
		Mumbai- 400 036			3. Prime Securities
DIN - 07106628				- 1	Limited
Dr. Amla	19.04.195	13, Meera Baug,	Profes	01.05.201	1. Samanta Organics
Samanta	5	Talmiki Road,	sional	9	Private Limited
Independent		Santacruz West,			2. Ashish Rang Udyog
Director		Mumbai -			Private Limited
		400054-			3. HDFC Securities
DIN - 00758883			· .		Limited
	and a second				4. Samanta Movies
					Private Limited
		- -		3 1	5. Shakti Cine Studio
					Pvt. Ltd.
Mr. A K	August 9,	1502 Godrej	Profes	24.07.201	Nil
Viswanathan	1957	Serenity, Deonar,	sional	9	
Independent		Mumbai – 400088			
Director					
DIN - 08518003		<u> </u>			

* Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: None of the Directors are appearing in the RBI defaulter list and/or ECGC default list as on date.

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

Sr. No	Name, Designation and DIN	Date of Appointment / Resignation	Director of the Company since (in case of resignation)	Remarks
1.	Mr. G. Subramanian, Chairman DIN- 00712803	30/04/2016	04/06/2007	Resigned due to preoccupation
2.	Mr. Kaizad Bharucha, Director DIN- 02490648	30/04/2016	13/01/2009	Resigned due to preoccupation
3.	Mr. Aditya Puri, Chairman DIN – 00062650	01/05/2016	-	
4.	Mr. Jimmy Tata, Director DIN – 06888364	01/05/2016	-	
5.	Mr. Bhavesh Zaveri, Director DIN - 01550468	01/05/2016		· · · · · · · · · · · · · · · · · · ·

Sr.	Name,	Date of	Director of the	Remarks
No	Designation and	Appointment /	Company since	
	DIN	Resignation	(in case of resignation)	
6.	Dr. Amla Samanta	01/05/2019	-	-
. s				e
7.	Mr. A K Viswanathan	24/07/2019	-	•

5.8 Following details regarding the auditors of the Company:

(a) Details of the auditor of the Company:

	Name	Address	Auditor since
ſ	B S R & Co. LLP	Lodha Excelus, 1 st Floor, Apollo	FY 2013-2014
	Chartered Accountants	Mills Compound, N. M. Joshi	
		Marg, Mahalaxmi, Mumbai —	
		400011	

(b) Details of change in auditor since last three years: None

5.9 Details of Borrowings of the Company, as on the latest guarter end i.e. June 30, 2019:

(a) Details of Secured Loan Facilities as on June 30, 2019:

Lender's name	Type of Facility	Amount Sanctioned (Rs. in Crore)	Principal Amount Outstanding (Rs. in Crore)	Security
AXIS Bank	Term Loan	750.00	750.00	Book Debt
Bank Of Baroda	Term Loan	950.00	950.00	Book Debt
Canara Bank	Term Loan	3450.00	3450.00	Book Debt
Corporation Bank	Term Loan	760.00	760.00	Book Debt
Deutsche Bank	Term Loan	1000.00	1000.00	Book Debt
Federal Bank	Term Loan	762.44	762.44	Book Debt
HDFC Bank	Term Loan	6068.18	3368.18	Book Debt
HSBC	Term Loan	650.00	650.00	Book Debt
ICICI Bank	Term Loan	1000.00	1000.00	Book Debt
Indian Bank	Term Loan	700.00	700.00	Book Debt
Indusind Bank	Term Loan	2000.00	500.00	Book Debt
J & K Bank	Term Loan	369.95	369.95	Book Debt
J P Morgan Bank	Term Loan	500.00	500.00	Book Debt

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International Finance Corporation	Term Loan	975.00	975.00	Book Debt
Total		22,160.28	15,960.28	
State Bank of India	Term Loan	749.94	749.94	Book Debt
Punjab National Bank	Term Loan	2000.00	0.00	Book Debt
Karnataka Bank	Term Loan	449.77	449.77	Book Debt

Note - All installments are residual installment payable for outstanding loan amount.

- (b) Details of Unsecured Loan Facilities as on June 30, 2019: None
- (c)

Details of NCDs (including MLDs) as on June 30, 2019:

			Amount		
Debenture Series	Tenor (in days)	Coupon (%) p.a.	(Rs. In crores)	Date of Allotment	Redemption Date
Series 2014 A/1/41	1826	9.5600	150	31-07-14	31-07-19
Series 2016 A/1/80	1125	8.6900	130	03-06-16	03-07-19
Series 2016 A/1/82_Option 1	1368	8.6580	100	14-06-16	13-03-20
Series 2016 A/1/82_Option 2	1186	8.6530	200	14-06-16	13-09-19
Series 2016 A/1/84_Option 2	1097	8.4000	175	27-07-16	29-07-19
Series 2016 A/0/85_Option 2	1135	Zero Coupon	100	03-08-16	12-09-19
Series 2016 A/1/86	1094	8.3000	200	10-08-16	09-08-19
Series 2016 A/1/88	1278	8.0550	260	01-09-16	02-03-20
Series 2016 A/1/89_Option 1	1097	7.9500	102	15-09-16	17-09-19
Series 2016 A/0/89_Option 2	1187	Zero Coupon	100	15-09-16	16-12-19
Series 2016 A/0/91_Option 1	1094	Zero Coupon	200	28-09-16	27-09-19
Series 2016 A/1/91_Option 2	1094	7.9000	100	28-09-16	27-09-19
Series 2016 A/1/93	1093	7.7800	135	27-10-16	25-10-19
Series 2016 A/1/94_Option 2	1123	7.9700	300	08-11-16	06-12-19
Series 2016 A/1/97	1128	7.5000	215	01-12-16	03-01-20
Series 2016 A/1/99_Option 1	1105	7.6800	110	17-01-17	27-01-20
Series 2016 A/1/99_Option 3	1126	7.6735	100	17-01-17	17-02-20
Series 2017 A/0/100_Option 2	1150	Zero Coupon	300	25-01-17	20-03-20
Series 2017 A/1/101_Option 3	1119	7.7100	200	31-01-17	24-02-20
Series 2017 A/1/102 Option 2	1097	7.8200	260	22-02-17	24-02-20
Series 2017 A/1/103	1126	7.7600	135	26-04-17	26-05-20
Series 2017 A/1/104_Option 2	1127	7.8300	100	11-05-17	11-06-20
Series 2017 A/0/104_Option 3	1154	Zero Coupon	125	11-05-17	08-07-20
Series 2017 A/1/105	1127	7.8000	100	18-05-17	18-06-20
Series 2017 A/1/106	1127	7.8000	300	29-05-17	29-06-20
Series 2017 A/1/107_Option 2	1095	7.7000	200	13-06-17	12-06-20
Series 2017 A/1/108	1096	7.5500	375	19-06-17	19-06-20

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				T	
Series 2017 A/1/109	1126	7.5200	500	18-07-17	17-08-20
Series 2017 A/1/110	1159	7.4300	400	27-07-17	28-09-20
Series 2017 A/1/111_Option 1	730	7.2800	400	28-08-17	28-08-19
Series 2017 A/1/112	1096	7.3000	400	08-09-17	08-09-20
Series 2017 A/0/113	1126	Zero Coupon	400	20-09-17	20-10-20
Series 2017 A/1/114	1127	7.5000	500	18-10-17	18-11-20
Series 2017 A/1/115	730	7.4200	200	31-10-17	31-10-19
Series 2017 A/1/116	1097	7.6300	800	06-12-17	07-12-20
Series 2018 A/1/117	1186	7.9407	145	15-01-18	15-04-21
Series 2018 A/0/118_Option 1	1151	Zero Coupon	373	16-03-18	10-05-21
Series 2018 A/0/118_Option 2	1117	Zero Coupon	299	16-03-18	06-04-21
Series 2018 A/0/119	1103	Zero Coupon	663	01-06-18	08-06-21
Series 2018 A/1/120_Option 1	1106	8.8100	215	27-06-18	07-07-21
Series 2018 A/0/120_Option 2	548	Zero Coupon	450	27-06-18	27-12-19
Series 2018 A/1(FO)/121	1097	Linked to 91 days T-bill benchmark Rate	575	11-07-18	12-07-21
Series 2018 A/1(FX)/122	729	8.7000	360	16-08-18	14-08-20
Series 2018 A/1(FX)/123	1105	8.8217	552	31-08-18	09-09-21
Series 2018 A/0(ZC)/124	1108	Zero Coupon	701	17-10-18	29-10-21
Series 2018 A/1(FX)/125	1246	9.3533	449.5	26-10-18	25-03-22
Series 2018 A/1(FX)/126	591	9.3808	385	02-11-18	15-06-20
Series 2018 A/1(FX)/127_Option 1	459	9.2556	500	22-11-18	24-02-20
Series 2018 A/1(FX)/127_Option 2	386	9.1756	350	22-11-18	13-12-19
Series 2018 A/0(ZC)/128	1219	Zero Coupon	500	03-12-18	05-04-22
Series 2018 A/0(ZC)/128_INE756I07Cl8 (Further Issuance I)	1201	Zero Coupon	361.2	21-12-18	05-04-22
Series 2018 / 129 - Series 2017 A/0/104_Option 3_INE756I07BF6 (Further Issuance I)	558	Zero Coupon	125	28-12-18	08-07-20
Series 2018 / 129 - Series 2017 A/1/108_INE756I07BK6 (Further Issuance I)	539	7.55	285	28-12-18	19-06-20
Series 2019 / 130 - Series 2017 A/0/104_Option 3_INE756I07BF6 (Further Issuance II)	545	Zero Coupon	200	10-01-19	08-07-20
Series 2019 / 130 - Series 2019 A/1(FX)/130	578	8.8044	245	10-01-19	10-08-20
Series 2019 / 131 - Series 2017	636	Zero Coupon	200	23-01-19	20-10-20

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			1		
A/0/113_INE756I07BQ3					
(Further Issuance I)					
Series 2019 / 131 - Series 2017					e de la companya de l La companya de la comp
A/1/116_INE756I07BT7	684	7.63	300	23-01-19	07-12-20
(Further Issuance I)	14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -				
Series 2019 / 131 - Series 2018					
A/0(ZC)/128_INE756I07CI8	1168	Zero Coupon	57.5	23-01-19	05-04-22
(Further Issuance II)		· · · · ·			
Series 2019 / 131 - Series 2019	-				
A/1(FX)/131	1197	8.8317	386.9	23-01-19	04-05-22
Series 2019 / 132 - Series 2018				1	
A/0(ZC)/128_INE756I07CI8	1139	Zero Coupon	111	21-02-19	05-04-22
(Further Issuance III)	1135	Zero coupon	***	21-02-19	03-04-22
	-				
Series 2019 / 132 - Series 2019	728	8.711	250	21-02-19	18-02-21
A/1(FX)/132					
Series 2019 / 133 - Series 2018					
A/0(ZC)/128_INE756I07CI8	118	Zero Coupon	290	14-03-19	05-04-22
(Further Issuance IV)					
Series 2019 / 133 - Series 2019					
A/1(FX)/132_INE756I07CM0	707	8.7110	500	14-03-19	18-02-21
(Further Issuance I)			-		
Series 2019 / 133 - Series 2019	1096	8.80	290	14-03-19	14-03-22
A/1(FX)/133	1090	0.00	290	14-05-19	14-05-22
Series 2019 / 134 - Series 2019	11.41	0 5 450	225	02.05.10	17.06.22
A/1(FX)/134	1141	8.5450	225	03-05-19	17-06-22
Series 2019 / 135 - Series 2018			-		
A/0/119 INE756107BX9	753	Zero Coupon	97	17-05-19	08-06-21
(Further Issuance I)			· .		1
Series 2019 / 135 - Series 2019					
A/1(FX)/135	731	8.7100	365	17-05-19	17-05-21
Series 2019 / 136 - Series 2019					1
A/1(FX)/135_INE756I07CQ1	718	8.7100	300	30-05-19	17-05-21
(Further Issuance I)	1,10	0.7100	500	50-05-15	17 05 21
	-	· · · · · · · · · · · · · · · · · · ·			
Series 2019 / 137 - Series 2019	1092	8.5450	305	21-06-19	17-06-22
A/1(FX)/134_INE756I07CP3	1092	8.5450	305	21-00-19	17-00-22
(Further Issuance I)			 ·		
		If Final Fixing	-	. · · ·	
	1.	Level <= 25%			• • •
		of Initial			
	·	Fixing Level:		· ·	
		0.000%			
Series 2019 A/0(ML)/1	539	If Final Fixing	300	08-02-19	31-07-20
		Level > 25%			
•		of Initial			
		Fixing Level:			
		8.64% p.a.			
		(XIRR 8.45%		· · ·	
	1	p.a.)			

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,						
			If Final Fixing		· · · ·	
			Level <= 25%			
			of Initial			
	4.		Fixing Level:			
			0.000%			
	Series 2019 A/0(ML)/2	706	If Final Fixing	338.9	01-03-19	04-02-21
	Series 2019 A/O(IVIL)/2	700	Level > 25%	530.9	01-02-19	04-02-21
			of Initial			
			Fixing Level:	1. A.		
			8.70% p.a.			
			(XIRR 8.35%			
			p.a.)	· · · · · ·	1.	
			If Final Fixing			
		• •	Level <= 25%			
			of Initial			
			Fixing Level:			
			0.000%			
	Series 2019 A/0(ML)/3	722	If Final Fixing	125	13-06-19	04-06-21
	Series 2013 AVO(ME)/ 5	122	Level > 25%	123	13-00-19	04-00-21
1			of Initial			
			Fixing Level:			
			8.44% p.a.	· .		
			(XIRR 8.10%			
			p.a.)			

*Note – All the above-mentioned NCDs are :

i. secured against "Immovable property & receivables from financing activities and

ii. NCDs (except the Market Linked Debentures) are rated AAA; Stable by CARE & AAA/Stable by CRISIL and the Market Linked Debentures are rated CARE PP-MLD AAA/Stable by CARE & CRISIL PP-MLD AAAr/Stable by CRISIL.

(d) List of Top Ten Debenture Holders as on June 30, 2019:-

Sr. No.	Name of the Debenture Holder	Amount
		(Rs. in lakhs)
1	IDFC Mutual Fund	155370
2	HDFC Mutual Fund	139690
3	Wipro Limited	110000
4	Hindustan Zinc Limited	100000
5	Kotak Mahindra Mutual Fund	93700
6	HDFC Bank Limited	84000
7	Aditya Birla Sun Life Mutual Fund	81960
8	Reliance Mutual Fund	75350
9	SBI Mutual Fund	52850
10	National Pension System (NPS) Trust	48700

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

Bond Series	Tenor / Period of Maturity	Coupo n (%)	Amount (Rs. In crores)	Date of Allotment	Redemption Date/ Schedule
Series 2012 I/1/1	10 years	10.2	250	09-08-12	09-08-22
Series 2012 I/1/2	10 years	9.7	150	30-11-12	30-11-22
Series 2012 I/1/3	10 years	9.6	200	22-03-13	22-03-23
Series 2013 I/1/4	10 years	10.2	100	18-10-13	17-10-23
Series 2013 I/1/5	10 years	10.05	50	20-12-13	20-12-23
Series 2013 I/1/6	10 years	10.19	80	18-03-14	18-03-24
Series 2014 I/1/7	10 years	9.7	200	20-06-14	20-06-24
Series 2014 I/1/8	10 years	9.55	100	13-11-14	13-11-24
Series 2014 I/1/9	10 years	9.55	200	17-11-14	15-11-24
Series 2016 I/1/10	10 years	8.79	220	22-07-16	22-07-26
Series 2016 I/1/11	10 years	8.05	170	06-12-16	04-12-26
Series 2018 I/1/12	10 years	8.42	150	01-02-18	01-02-28
Series 2018 I/1/13	10 years	8.45	130	21-02-18	21-02-28
Series 2018 I/1/14	10 years	9.05	250	27-07-18	27-07-28
Series 2018 I/1/15	10 years	9.70	350	15-11-18	15-11-28
Series 2019 I/1/16	10 years	8.85	315	07-06-19	07-06-29

(e) Details of Subordinated Bonds outstanding as on June 30, 2019:

*Note – All the above-mentioned Subordinated Bonds are unsecured and are rated 'CARE AAA; Stable' by CARE & 'CRISIL AAA/Stable' by CRISIL

(f) List of Top Ten Subordinated Bondholders as on June 30, 2019

Sr. No.	Name of the Debenture Holder	Amount
		(Rs. in lakhs)
1	NPS Trust	58500
2	ICICI Lombard General Insurance Company Limited	30000
3	Postal Life Insurance Fund	21000
4	Aditya Birla Sun Life Insurance Company Limited	19500
5	HDFC Standard Life Insurance Company Limited	12500
6	Infosys Limited Employees Provident Fund Trust	12200
7	Rural Postal Life Insurance Fund	9500
8	SBI Life Insurance Co.Ltd	7500
9	Canara HSBC Oriental Bank Of Commerce Life Insurance Company Ltd	6500
10	The New India Assurance Company Limited	5000

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(g) Details of Perpetual Debt Instrument outstanding as on June 30, 2019:

PDI Series	Tenor / Period of Maturity	Coupon (%)	Amount (Rs. In crores)	Date of Allotment	Redemption Date/
Series 2018	Perpetual	9.4	200	06-08-2018	Perpetual, unless call option is
P/1/1	and the second second				exercised any time after 10
					years from the Deemed Date
		* A			of Allotment
Series 2018	Perpetual	9.15	100	07-09-2018	Perpetual, unless call option is
P/1/2					exercised any time after 10
					years from the Deemed Date
					of Allotment

(h) <u>List of Top Ten Perpetual Debenture holders as on June 30, 2019:</u>

Sr. No.	Name of the Debenture Holder	Amount (Rs. in lakhs)
1	SBI Life Insurance Co. Ltd	8500
2	National Hydroelectric Power Corporation Limited Employees Provident Fund	2500
3 .	UHBVNL Employees Pension Fund Trust	1940
4	Ultratech Cemco Provident Fund	1000
5	Tata Communications Employees' Provident Fund Trust	1000
6	Assam Tea Employees Provident Fund Organization	1000
7	Britannia Industries Limited	1000
8	ASEB Employees Pension Fund Investment Trust	1000
9	Indian Oil Corporation Ltd (Refineries Division) Employees Provident Fund	1000
10	HAL- LD EPF Trust	650

(i) <u>The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like</u> name of the subsidiary, entity, group company, etc.) on behalf of whom it has been issued: Not Applicable

(j) Details of Commercial Paper:

The total Face Value of Commercial Papers Outstanding as on June 30, 2019 and its breakup are as follows:

CP Series	Amount (Rs. In crores)	Rate %	No. of days	Issue Date	Due Date
175	400	8.4500	364	31-08-18	30-08-19

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177	175	9.1800	364	22-10-18	21-10-19
178	240	9.2000	364	05-11-18	04-11-19
179	125	9.1800	270	19-11-18	16-08-19
180	255	9.1300	364	22-11-18	21-11-19
183	425	8.8500	364	28-12-18	27-12-19
184	, 200	8.7700	354	31-12-18	20-12-19
185	175	8.5000	364	31-01-19	30-01-20
186	300	8.4700	364	08-02-19	07-02-20
187	550	8.3900	352	18-03-19	04-03-20
188	400	7.7350	120	27-03-19	25-07-19
190	310	8.5500	364	08-05-19	06-05-20
191	340	8.5500	353	13-05-19	30-04-20
192	225	7.9000	327	12-06-19	04-05-20
193	130	7.9500	356	14-06-19	04-06-20
194	300	7.7800	247	24-06-19	26-02-20

- (k) <u>Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible</u> <u>Debentures/Preference shares) as on June 30, 2019:</u> N.A.
- 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 June 30, 2019 there was no default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities.

(m) Details of any outstanding borrowings taken/ debt securities issued where taken/issued (i) for consideration other than cash, whether in whole or in part, (ii) at a premium or discount, or (iii) in pursuance of an option:

N.A.

- 5.10 Details of Promoters of the Company:
- (a) <u>Details of Promoter holding in the Company as on June 30, 2019:</u>

1	HDFC Bank Ltd.	75,05,96,670	form 75,05,96,670	95.53%	Nil	Nil
	 Barbara and Anna an Anna anna an Anna anna an Anna anna a	Shares	demat	as % of total shares	Pledged	respect to shares owned
No.	Shareholders	of Equity	shares in	shareholding	Shares	pledged with
Sr.	Name of the	Total No	No of	Total	No of	% of Shares

(For the Addressee only)

5.11 Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications, if any:

Bala	ince Sheet	ind-AS	Ind-AS	Ind-AS
(Cui	rency: Indian Rupees in Crores)	March 31, 2019	March 31, 2018	March 31, 2017
				, , , , , , , , , , , , , , , , , , , ,
ASS	ETS			
Fina	ncial Assets			
(a)	Cash and cash equivalents	334.72	61.61	70.03
(b)	Bank balances other than cash and cash equivalents	153.79	75.79	120.74
(c)	Trade receivables	119.52	126.44	115.44
(d)	Loans	54,709.41	44,268.31	34,070.94
(e)	Investments	568.36	401.50	401.42
(f)	Other financial assets	109.79	64.71	40.00
		55,995.59	44,998.36	34,818.57
Non	-financial Assets	· · ·		
(a)	Current tax assets (Net)	36.74	15.37	24.41
(b)	Deferred tax assets (Net)	384.96	295.77	238.57
(c)	Property, plant and equipment	113.89	129.72	125.80
(d)	Capital work-in-progress	-	-	0.24
(e)	Other intangible assets	9.14	7.30	5.18
		544.73	448.16	394.20
тот	AL ASSETS	56,540.32	45,446.52	35,212.77
		·		
LIAI	BILITIES AND EQUITY			
Liab	ilities			
Fina	ncial Liabilities			
(a)	Trade payables			
(i)	Total outstanding dues of micro enterprises and small enterprises	-	-	
(ii)	Total outstanding dues of creditors other than micro enterprises and small enterprises	394.91	279.50	193.68
(b)	Debt securities	24,119.67	20,410.36	15,221.75
	Borrowings (other than debt securities)	18,095.65	13,350.35	10,505.63

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(d)	Subordinated liabilities	2,889.78	1,992.50	1,713.46
(e)	Other financial liabilities	2,623.80	2,279.28	1,499.85
		48,123.81	38,311.99	29,134.37
Nor	-Financial Liabilities			
(a)	Current tax liabilities (net)	56.12	38.35	48.89
(b)	Provisions	1,101.54	964.05	756.74
(c)	Other non-financial liabilities	80.37	91.78	63.92
		1,238.03	1,094.18	869.55
Equ	ity			
(a)	Equity share capital	785.70	782.94	780.24
(b)	Other equity	6,392.78	5,257.41	4,428.61
		7,178.48	6,040.35	5,208.86
× .				
TOT	AL LIABILITIES AND EQUITY	56,540.32	45,446.52	35,212.77

		· · · · · · · · · · · · · · · · · · ·		
Pro	fit and Loss statement	Ind-AS	Ind-AS	IGAAP
(Cui	rency: Indian Rupees in Crores)	March 31, 2019	March 31, 2018	March 31, 2017
Rev	enue from operations			
(a)	Interest income	6,712.12	5,331.29	4,087.08
(b)	Sale of services	1,648.12	1,529.00	1,329.12
(c)	Other financial charges	294.92	164.67	295.15
(d)	Net gain on fair value changes	32.93	2.16	1.24
(e)	Net gain on de-recognition of financial instruments under amortised cost category	36.72		-
(f)	Dividend	-	-	1.95
Tota	al Revenue from operations	8,724.81	7,027.12	5,714.54
Ехр	enses			
(a)	Finance Costs	3,333.33	2,449.07	2,049.92
(b)	Impairment on financial instruments	636.94	524.78	339.59
(c)	Employee Benefits Expenses	2,551.74	2,228.29	1,896.65
(d)	Depreciation, amortization and impairment	61.92	45.31	38.62
(e)	Others expenses	416.82	343.56	331.17
Tot	al Expenses	7,000.75	5,591.01	4,655.95
-				
Pro	fit before tax	1,724.06	1,436.11	1,058.59
Тах	Expense:			

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(a)	Current tax	648.99	558.34	389.28
(b)	Deferred tax (credit)	(87.34)	(55.25)	(17.36)
(c)	Income tax for earlier year	9.17	-	2.46
Tota	al Tax expense	570.82	503.09	374.38
		· ·		
Pro	fit after tax from continuing operations	1,153.24	933.02	684.21
	bact of the scheme of Amalgamation relating to financial r 2014-15 and 2015-16			
	fit after tax of erstwhile Atlas Documentary Facilitators npany Pvt Ltd & HBL Global Pvt Ltd, the amalgamating co.			14.56
Pro	fit for the year	1,153.24	933.02	698.7
Oth	er Comprehensive Income			
(a)	Items that will not be reclassified to profit or loss - Re-measurement gain/(loss) on defined benefit plan	(5.27)	(5.59)	
(b)	Income tax relating to items that will not be reclassified to profit or loss	1.84	1.95	
Oth	er Comprehensive Income	(3.43)	(3.64)	
·				
Tota	al Comprehensive Income for the period	1,149.81	929.38	698.77

Cash Flow Statement (Currency: Indian Rupees in Crores)		Ind-AS	Ind-AS	IGAAP March 31, 2017
		March 31, 2019	March 31, 2018	
Α	Cash flow from operating activities			
	Profit/(loss) before tax	1,724.06	1,436.11	1,058.59
	Adjustments for			
	(Profit)/loss on sale of asset	0.28	0.15	0.14
	Interest Expenses	3,144.01	2,192.81	
:	Interest Income	(6,712.12)	(5,331.29)	
	Realised net (gain)/ loss on FVTPL investments	(31.25)	(1.97)	
	Unrealised (gain)/loss on FVTPL investments	(1.68)	(0.20)	•
	Net gain on derecognition of financial instruments	(43.29)	-	
	under amortised cost category			
	Discount on commercial paper	189.33	256.25	219.76
	Impairment on financial instruments	636.95	524.78	339.59
	Provision for compensated absence and gratuity	10.41	12.26	14.87
	Employee share based payment expenses	15.36	14.53	
	Depreciation, amortization and impairment	61.92	45.31	38.62

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(For the Addressee only)

· . 1	Operating cash flow before working capital changes	(1,006.02)	(851.25)	1,671.57
	Adjustments for working capital changes:			
	(Increase)/ decrease in trade receivables	6.92	(11.00)	(52.28)
	(Increase)/decrease in other financial assets and others	(415.07)	(255.03)	(322.16)
	(Increase)/decrease in Loans	(10,356.11)	(10,094.76)	(7,882.21)
	Increase/(decrease) in other financial and non financial liabilities & provision	(1,521.66)	(791.03)	5,352.02
	Increase/(decrease) in trade payables	115.42	85.81	80.24
	Interest Paid	(2,893.01)	(1,888.66)	-
	Interest Received	6,625.67	5,230.37	-
	Cash generated from operations	(9,443.86)	(8,575.55)	(1,152.81)
	Direct taxes paid (net of refunds)	453.00	390.00	287.23
	Net cash flow generated from/(used in) operating activities (A)	(8,990.86)	(8,185.55)	(865.58)
B	Cash flow from investing activities			
	Purchase of fixed assets	(48.40)	(51.64)	(74.29)
	Proceeds from sale of fixed assets	0.20	0.15	0.29
	Purchase of investments Mutual fund	(15,490.51)	(1,984.65)	(1,365.64)
	Proceeds of investments Mutual fund	15,358.10	1,986.96	1,250.00
	Net cash generated from/(used in) investing activities (B)	(180.61)	(49.18)	(189.64)
С	Cash flow from financing activities			
	Proceeds from issue of shares and security premium	39.03	28.73	1,111.73
	Debt securities issued	15,336.00	16,322.00	-
	Debt securities repaid	(11,519.09)	(11,108.00)	
-	Borrowings other than debt securities issued	12,520.00	16,975.00	
	Borrowings other than debt securities repaid	(7,765.27)	(14,130.26)	
	Subordinated debt issued	900.00	280.00	-
	Dividend & Tax paid on dividend	(66.07)	(141.15)	(76.83)
	Net cash generated from/(used in) financing activities (C)	9,444.60	8,226.32	1,034.90
	Net increase/(decrease) in cash and cash equivalents (A+B+C)	273.11	(8.41)	(20.32)
	Add : Cash and cash equivalents as at the beginning of the year	61.61	70.03	60.79
	Add : Cash and cash equivalents acquired pursuant to Scheme of Amalgamation	-	-	29.56
	Cash and cash equivalents as at the end of the year	334.72	61.61	70.03

5.12 Abridged version of Audited Yearly Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditor's qualifications, if any.

Note: As on March 31, 2019, HDB Financial Services Ltd. did not have any subsidiary, the standalone and consolidated financial information would be the same and the Financial Information as disclosed in Paragraph 5.11 above shall apply.

5.13 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 debt securities.

Save as stated elsewhere in this DD, since the date of the last published audited financial accounts, to the best of the Company's knowledge and belief, no material developments have taken place that will materially affect the performance or prospects of the Company.

5.14 Name of the Trustee and consents thereof:

The Company has appointed Axis Trustee Services Limited as the Trustee for the Issue. The address and contact details of the Trustee are as under:

Axis Trustee Services Limited Ground Floor, Axis House, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai -400 025 Phone no. 022 62300451 Fax - 022-43253000 Email: <u>debenturetrustee@axistrustee.com</u>

letter from Trustee is provided in Annexure C of this DD.

Axis Trustee Services Limited has given its written consent for its appointment as trustee to the Issue and inclusion of its name in the form and context in which it appears in this DD. The consent

5.15 The detailed rating rationale(s) adopted/ credit rating letter issued by the rating agencies shall be disclosed:

CARE Ratings Limited has assigned "CARE AAA; Stable" (pronounced "CARE Triple A with stable outlook") and CRISIL Limited has assigned a "CRISIL AAA/Stable" (pronounced "CRISIL Triple A with stable outlook) rating to the captioned Issue.

Copy of the rating rationale dated September 28, 2018, issued by CARE Ratings Limited and rationale dated CRISIL Limited issued by November 14, 2018, assigning the credit rating above mentioned are annexed hereto as **Annexure B**.

5.16 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:

Not applicable, as there is no guarantee or letter of comfort being provided with the security.

5.17 Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange:

The PDIs 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.

5.18 Other Details:

(a) <u>DRR:</u>

As per the provisions of Section 71 of the Companies Act, 2013 read with sub-rule 7 of Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, NBFCs are exempt from this requirement of creation of DRR in respect of privately placed debentures. Pursuant to this rule, the Company does not intend to create any such reserve funds for the redemption of the PDIs.

(b) Issue/instrument specific regulations:

The PDIs are governed by and will be construed in accordance with the Indian law. The Company, the PDIs and Company's obligations under the PDIs shall, at all times, be subject to the provisions of the Act, regulations/guidelines/directions of RBI, SEBI (including the SEBI Debt Listing Regulations) and Stock Exchanges and other Applicable Laws and regulations from time to time. The PDI Holders, by purchasing the PDIs, agree that the courts in the city of Mumbai, Maharashtra shall have exclusive jurisdiction with respect to any matters relating to the PDIs.

Further, the said PDIs shall be subject to the terms and conditions as contained in the Application Form, Disclosure Document, Supplemental Disclosure Document, Trust Deed, Trustee Agreement and other Transaction Documents.

(c) Application Process:

How to Apply

Each Tranche / Series of the Issue will open on the 'issue opening date' and close on the 'issue closing date' (both days inclusive) as stated herein below. Potential investors who wish to invest in the Issue are requested to submit an application for the PDIs with all the accompanying documents and the application money at any time starting from the issue opening date and upto the issue closing date.

Applications for the PDIs must be made in the prescribed Application Form as provided by the Company and must be completed in block letters in English by the investors. Application Form must be accompanied by payment details.

In case the payment is made through any electronic mode of payment such as RTGS / NEFT, the funds have to be credited to the Designated Bank Accounts of Indian Clearing Corporation Ltd's (ICCL), the details of which are provided in the Application Form.

It may be noted that payment by any other means shall not be accepted. The Company assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Company will not be responsible in any manner for any delayed receipts / non-receipt of RTGS payments or applications lost in mail.

The Application Form will be made available along with the Shelf Disclosure Document.

Who can apply:

Nothing in this DD shall constitute and/or deem to constitute an offer or an invitation to offer, to be made to the public or any section thereof through this DD and this DD and its contents should not be construed to be a prospectus under the Act. The Issue is a domestic issue and is being made in India only. This DD and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by the Company and only such recipients are eligible to apply for the PDIs. The categories of investors eligible to subscribe to the PDIs in this Issue, when addressed directly, are:

- a. Banks;
- b. Financial Institutions;
- c. Non-Banking Financial Companies;
- d. Companies;
- e. Mutual Funds;
- f. Insurance Companies;
- g. Provident Funds, Gratuity, Superannuation and Pension Funds, subject to their investment guidelines; and
- h. Individuals
- i. Foreign Portfolio Investors (FPIs)
- j. Qualified Foreign Investors (QFIs)
- k. Hindu Undivided Family (HUF)
- I. Any other eligible investor authorized to invest in the PDIs.

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.

It is to be noted that the Issuer shall obtain prior approval of RBI, on case by case basis, for investments by FPIs, QFIs in PDIs to be issued by the Issuer.

All investors are required to check and comply with Applicable Laws including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of PDIs and the Company, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.

Although above investors are eligible to apply however only those investors, who are individually addressed through direct communication by the Company, are eligible to apply for the PDIs. No other person may apply. Hosting of DD on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the PDIs and the same has been hosted only as it is stipulated by the SEBI Debt Listing Regulations. Investors should check their eligibility before making any investment.

The PDIs are and have been placed on a private placement basis.

Submission of Documents

For the sake of simplicity, we hereby provide the details of documents required to be submitted by various categories of Applicants (who have applied for Allotment of the PDIs) while submitting the Application Form:

Investors should submit the following documents, wherever applicable:

- (a) Memorandum and Articles of Association/Documents governing constitution.
- (b) SEBI registration certificate, if applicable.
- (c) Resolution authorizing investment.
- (d) Specimen signatures of authorised persons. Thumb impressions must be attested by an authorized official of a bank or by a Magistrate / Notary Public under his / her official seal.
- (e) Certified true copy of PAN card.
- (f) Regd. Trust Deed in case investor is a Trust.
- (g) Power of Attorney to custodian.
- (h) SEBI Registration Certificate in case of Mutual Fund. / IRDA Registration Certificate in case of insurance.
- (i) Application Form.

The list of documents required to be provided by an investor as mentioned above is only indicative and an investor will be required to provide all additional documents / authorizations / information, which may be required by the Company. The Company 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, without assigning any reasons.

Submission of completed Application Form

All applications duly completed accompanied by fund transfer instrument / fund transfer instructions from the respective investor's account to the account of the ICCL, shall be submitted at the Corporate Office of the Company.

Applications under Power of Attorney / Relevant Authority

In case of applications made under a power of attorney or by a limited company or a body corporate or registered society or Mutual Fund, trusts etc., the relevant power of attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or bye-laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's office where the application has been submitted failing which the applications are liable to be rejected.

PAN / GIR No:

All applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the IT Circle/Ward/District should be mentioned. In case where neither the PAN nor the GIR number has been allotted, or the applicant is not assessed to Income Tax, the fact of such non-allotment should be mentioned in the Application Form. Applications without this will be considered incomplete and are liable to be rejected.

Refund

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

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

Application by Mutual Funds

In case of applications by Mutual Funds registered with SEBI, a separate application must be made in respect of each scheme of the Mutual Fund and such applications will not be treated as multiple applications, provided that the application made by the Asset Management Company/ Trustee/ Custodian clearly indicate their intention as to the scheme for which the application has been made.

(For the Addressee only)

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;
- (c) Specimen signature of authorized signatories;

Right to Accept or Reject Applications

The Company is entitled at its sole and absolute discretion to accept or reject any application, in part or in full, without assigning any reason thereof. Application Forms that are not complete in all respects may be rejected at the sole and absolute discretion of the Company. Any application, which has been rejected, would be intimated by the Company along with the refund warrant. Subject to the aforesaid, in case of over subscription, priority will be given to Investors on a first come first serve basis. The 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.

Fictitious Applications

Fictitious applications will be rejected. Attention of applicants is specially drawn to the provisions of subsection (1) of section 38 of the Companies Act, 2013.

Depository Arrangement

The Company has appointed Link Intime India Pvt. Ltd. as Registrar and Transfer Agents for the PDI issuance. HDB Financial Services Limited has entered into depository arrangements with NSDL and CDSL.

PDIs in Dematerialised mode

The Company will make allotment of PDIs to investors in due course after verification of the Application Form, the accompanying documents and on realization of the application money. The allotted PDIs will be credited in dematerialized form within 2 (Two) Business Days from the Deemed Date of Allotment. Investors will have to hold the PDIs in dematerialised form as per the provisions of Depositories Act. The Depository Participant's name, DP-ID and beneficiary account number must be mentioned at the appropriate place in the Application Form.

Notwithstanding the foregoing, investors have the option to seek rematerialisation of PDIs (i.e. investors shall have the right to hold the PDIs in physical form) at any time in the future.

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 PDIs in Electronic/Dematerialised Form".
- (c) PDIs allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.

- (d) For subscribing to the PDIs, 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 Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of PDIs 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 PDIs, 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-à-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 PDI 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 PDIs 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, until 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.

Allotment Intimation

The Company has made depository arrangements with NSDL and CDSL for the issue of these PDIs in dematerialised form. The investors shall hold these PDIs in the dematerialised form and will be governed as per the provisions of the Depository Act, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL and CDSL (as applicable) from time to time and other Applicable Laws and rules notified in respect thereof.

Investors should mention their NSDL/ CDSL Depository Participant's name, DP-ID and Beneficiary Account Number at the appropriate place in the Application Form. The Company shall take reasonable steps to credit the Beneficiary Account of the Allottee(s), with the NSDL/ CDSL Depository Participant as mentioned in the Application Form, with the number of PDIs allotted. The applicant is responsible for the correctness of its details given in the Application Form vis-à-vis those with its DP. In case the information is incorrect or insufficient, the Company would not be liable for losses, if any.

The Company shall credit the PDIs in the demat account of the investors as per the details furnished in the Application Form.

5.19 <u>A statement containing particulars of the dates of and parties to all material contracts, agreements</u> involving financial obligations of the issuer:

By the very nature of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts /

agreements / documents involving financial obligations of the Company. However, the contracts / agreements / documents listed below which are or may be deemed to be material (not being contracts entered into in the ordinary course of the business carried on by the Issuer, have been entered into / executed by the Company:

A. Documents material to the Issue

- 1. Certified true copy of Memorandum and Articles of Association of the Company as amended from time to time.
- 2. Copy of the Application made to the BSE for grant of in-principle approval for listing of PDIs.
- 3. Certified true copy of resolution of the Board of Directors passed at its meeting held on April 16, 2018 approving, *inter-alia*, the issue of Non-Convertible PDIs aggregating upto Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) & Certified true copy of resolution of the Board of Directors passed at its meeting held on April 15, 2019 approving, *inter-alia*, the issue of balance amount of Non-Convertible PDIs aggregating upto Rs. 200,00,00,000/- (Rupees Two Hundred Crores only)
- 4. Certified true copy of resolution passed by the shareholders of the Company at the Annual General Meeting held on June 21, 2019, authorising the Board of Directors to borrow, for the purpose of the Company, upon such terms and conditions as the Board may think fit for amounts up to Rs.700,00,00,000/- (Rupees Seventy Thousand Crores only) under Section 180(1)(c).
- 5. Certified true copy of resolution passed by the shareholders of the Company at the Annual General Meeting held on June 22, 2018 authorising the Board of Directors to offer, issue and allot unsecured, subordinated, listed, rated Perpetual Debt Instruments in the nature of Non-Convertible Debentures, in one or more Series/Tranches, aggregating up to Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) & Certified true copy of resolution passed by the shareholders of the Company at the Annual General Meeting held on June 21, 2019 authorising the Board of Directors to offer, issue and allot unsecured, subordinated, listed, rated Perpetual Debt Instruments in the nature of Non-Convertible Debentures, in one or more Series/Tranches, belance amount aggregating up to Rs. 200,00,00,000/- (Rupees Two Hundred Crores only), on private placement basis, on such terms and conditions as the Board of Directors of the Company may, from time to time, determine in the best interests of the Company.
- 6. Credit Rating Rationale dated September 28, 2018 and November 14, 2018 from CARE Ratings Limited and CRISIL Limited respectively, assigning the credit rating to the PDIs.
- 7. Certified true copy of tripartite agreement dated July 23, 2012 between the Company, Link Intime India Pvt. Ltd. (Registrar & Transfer Agent) and CDSL
- 8. Certified true copy of the Tri-partite agreement dated July 23, 2012 between the Company, Link Intime India Pvt. Ltd. (Registrar & Transfer Agent) and NSDL.
- 9. Consent letter issued by Axis Trustee Services Limited dated August 7, 2017 to act as the Trustee to the Issue inclusion of its name in the form and context in which it appears in this Disclosure Document.
- 10. Trust Deed dated December 19, 2017 pursuant to which issuances would be made under this Shelf Disclosure Document.

B Material Contracts

- 11. Collection Services Agreement with HDFC Bank Limited dated November 28, 2011
- 12. License agreement with HDFC Bank Limited dated January 28, 2014, for right to use HDFC Bank's logo.

Certified true copy of the above documents are available for inspection at the Registered / Corporate. Office of the Company until the date of closure of the respective Tranche/Series of the Issue.

5.20 Issue Details

The Issue

The Company proposes to issue upto 5000 (Five Thousand) Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in the nature of Non-Convertible Debentures, for cash aggregating upto Rs.500,00,000/- (Rupees Five Hundred Crores only) on a private placement basis in one or more Tranches/Series.

The Company has pursuant to:-

- the approval of its shareholders in terms of the special resolution passed under 180 (1)(c) of the Companies Act, 2013, pertaining to borrowing of monies upto Rs. 700,00,00,000,000 (Rupees Seventy Thousand Crores only), at the Annual General Meeting held on June 21,2019.
- (ii) the resolution of its Board of Directors passed under section 179(3)(c) of the Companies Act, 2013 dated April 16, 2018 & April 15, 2019 pertaining to powers of the Board to issue PDIs.
- (iii) the special resolution of its Shareholders passed on June 22, 2018 & June 21, 2019, pursuant to the provisions of section 71 read with section 42 and all other applicable provisions of the Companies Act, 2013, read with Rules framed thereunder, pertaining to approval of members on offer of private placement.

approved the issue and allotment of unsecured, subordinated, rated, listed, perpetual debt instruments in the nature non-convertible debentures of the value aggregating to not more than Rs. 500,00,00,000/-(Rupees Five Hundred Crores only). The present issue of PDIs in terms of this Shelf Disclosure Document is within the overall powers of the Board as per the above resolution.

The following is a summary of the terms of the Issue to the extent that they are applicable to each Tranche/Series. Since the terms for each Tranche/Series may be different, the specific terms of each Tranche/Series of PDIs to be issued under the Issue shall be specified in the relevant Supplemental DD(s) to be issued in respect of that Tranche/Series, which Supplemental DD will also be filed with BSE.

Private Placement of Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in the nature of Non-Convertible Debentures ("PDIs") for cash aggregating upto Rs.500,00,00,000/- (Rupees Five Hundred Crores only) to be issued in one or more Tranches/Series:

Security Name	As per the relevant Supplemental DD.	
Issuer	HDB Financial Services Limited	
Type of Instrument Unsecured, Subordinated, Rated, Listed, Non-convertible		
	Perpetual Debt Instruments in the nature of Debentures ("PDIs")	

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(For the Addressee only)

(a) A set of the se	
Nature of Instrument	Unsecured
Seniority	The claims of the investor in the PDIs shall be:
	a) Superior to the claims of investors in Equity Shares of the Company
	and
	b) Subordinated to the claims of all other creditors of the Company (but
	pari passu inter se the holders of the PDIs).
Mode of Issue	Private placement
Eligible Investors	Please refer paragraph "Who can apply" of this Shelf Disclosure
	Document.
Listing	The PDIs are proposed to be listed on WDM segment of BSE Limited. BSE
Listing	has given its in-principle approval to list the PDIs to be issued and allotted
	in terms of this DD vide its letter dated August 08, 2019.
	In case of delay in listing of the PDIs beyond 20 (Twenty) days from the
	deemed date of allotment, the Company will pay penal interest, of 1 %
	(One percent) p.a. over the Interest/Coupon Rate/implicit yield from the
	expiry of 30 (Thirty) days from the deemed date of allotment till the
	listing of such PDIs, to the investor.
Rating of the Instrument	CARE Ratings Limited has assigned a "CARE AAA; Stable" (pronounced
	"CARE Triple A with stable outlook") and CRISIL Limited has assigned a
	"CRISIL AAA/Stable" (pronounced "CRISIL Triple A with stable outlook), to
	this long term PDI issue programme of upto Rs. 500,00,00,000/- (Rupee
ан сараан ал сараан а Сараан ал сараан ал с	Five Hundred Crores only) of the Company. Instruments with this rating
	are considered to have the high degree of safety regarding timely
	servicing of financial obligations. Such instruments carry very low credi
	risk.
Issue Size	The aggregate size of the Issue program is for Rs. 500,00,00,000/
	(Rupees Five Hundred Crores only), which Issue shall comprise of one of
	more Tranches/Series of PDIs.
Option to retain	As per the relevant Supplemental DD
oversubscription (Amount)	
Objects of the Issue	As per the relevant Supplemental DD
Details of the utilization of the	As per the relevant Supplemental DD
Proceeds	
Interest/Coupon Rate	As per the relevant Supplemental DD
Step Up/Step Down Coupon	As per the relevant Supplemental DD
Rate	
Step-up Option	As per the relevant Supplemental DD
Lock-in clause	As per the relevant Supplemental DD
Coupon Payment Frequency	As per the relevant Supplemental DD
Coupon Payment Dates	As per the relevant Supplemental DD

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Coupon Type	As per the relevant Supplemental DD
Coupon Reset Process	As per the relevant Supplemental DD
(including rates, spread,	
effective date, interest rate	
cap and floor etc.).	
Day Count Basis	Actual/ Actual
Interest on Application Money	As per the relevant Supplemental DD
Default Interest Rate	In case of default in payment of interest and/or principal redemption on
	the due dates, additional interest @ 2% (Two percent) p.a. over the
	applicable Coupon Rate will be payable by the Company from the date of
	the occurrence of the default until the default is cured or the PDIs are
	redeemed pursuant to such default, as applicable.
Tenor	Perpetual
Redemption Date	N.A
	The outstanding principal amount of the PDIs, together with accrued but
	unpaid coupon and additional interest, if any, may be redeemed by the
	Company only on a Call Option Date and by exercising Call Option (if
	there is any), subject however to the prior approval in writing of the RBI.
	The PDIs will not carry any obligation, for Coupon or otherwise, after
	redemption has occurred and all amounts due have been paid.
	In the event that the Company is required to redeem the outstanding
	principal amount of the PDIs in full or in part, or pay any monies in
	respect thereof including accrued Coupon, before the Call Option Date,
	due to change in Applicable Laws or under the terms of the Trust Deed
	including on the occurrence of an Event of Default, the Company shall
	ensure that it shall obtain all requisite approvals, if any, of the RBI or any
	other applicable authorities and such redemption and payment shall be
	subject to receipt of such approvals, as applicable.
Redemption Amount	N.A
Redemption Premium /	N.A
Discount	
Issue Price	As per the relevant Supplemental DD
Discount at which security is	N.A
issued and the effective yield	
as a result of such discount.	
Put Option Date	N.A
Put Option Price	N.A
Call Option Date	As per the relevant Supplemental DD
Call Option Price	As per the relevant Supplemental DD
Put Notification Time	N.A
Call Notification Time	In the event the Issuer is desirous of exercising the Call Option (if any),

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	the Company shall provide written notice to the Trustee in relation to
	exercise of the Call Option at least 15 (fifteen) calendar days prior to the
	Call Option Date. Prior to the issue of such notice, the Issuer shall have
	obtained the approval in writing of the RBI for the exercise of such call
	option.
	Upon issuance of the notice, the Issuer shall compulsorily redeem the
	PDIs (or part thereof) as identified in the notice and as may have been
	approved by RBI on the relevant Call Option Date by making payment to
	the relevant PDI Holders, the outstanding principal amount in respect of
	the PDIs (or part thereof as identified in the notice) and accrued Coupon
	in relation thereto.
Rollover Option	As per the relevant Supplemental DD
Face Value	As set out in the Supplemental DD
Minimum Application and in	10 PDIs and in multiples of 1 PDI thereafter
multiples of Debt securities	
thereafter	
Issue Timing	Tranche/Series Opening Date : As per the relevant Supplemental DD
	Tranche/Series Closing Date : As per the relevant Supplemental DD
	Pay-in Date : As per the relevant Supplemental DD
	Deemed Date of Allotment : As per the relevant Supplemental DD
	Also refer Note 6 herein below
Issuance mode of the	Demat only
Instrument	
Trading mode of the	Demat only
Instrument	
Settlement mode of the	NEFT / RTGS
Instrument	
Depository(ies)	NSDL / CDSL
Business Day	Any day of the week on which the Money Market is functioning in
	Mumbai, excluding:
	i. non-working Saturdays, Sundays
	ii. Any day which is a public holiday for the purpose of section 25 of the
	Negotiable Instruments Act, 1881 (26 of 1881).
	iii. any other day on which banks are closed for customer business in
	Mumbai.
Business Day Convention	In case any of the Due Date(s), as defined above or elsewhere in this DD
	or in any Supplemental DD, falls on a non Business Day, the next Business
	Day shall be considered as the effective date for the purpose of
	Coupon/interest payment and the previous Business Day shall be
	considered as the effective date for the purpose of any principal
	payment. However, in case any such payment falls on a holiday, the
	amount of that payment and the amounts and dates of all future

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	payments shall remain as originally stipulated at the time of issuing the	
	security.	
Record Date	15 (Fifteen) days prior to any Due Date	
Security (where applicable)	N.A.	
(Including description, type of		
security, type of charge, likely		
date of creation of security,		
minimum security cover,		
revaluation, replacement of		
security) and Ranking of		
Security.		
Transaction Documents	Disclosure Document, Supplemental Disclosure Document, Trust Deed,	
	Trustee Agreement, Private Placement Offer Letter and any other	
	document that may be designated by the Trustee as a Transaction	
	Document.	
Conditions Precedent to	As per the relevant Supplemental DD.	
Disbursement		
Condition Subsequent to	As per the relevant Supplemental DD.	
Disbursement		
Events of Default	Please refer Note 7. As further provided if any, read with the relevant	
	Trust Deed	
Provisions related to Cross	As per the relevant Trust Deed	
Default Clause		
Role and Responsibilities of	To oversee and monitor the overall transaction for and on behalf of the	
the Trustee	PDI Holders as customary for transaction of a similar nature and size and	
	as executed under the appropriate Transaction Documents.	
Illustration of Bond Cashflows	To be provided as per the relevant Supplemental DD	
Governing Law and Jurisdiction	The PDIs are governed by and will be construed in accordance with the	
	Indian Law. The PDIs and documentation will be governed by and	
	construed in accordance with the laws of India and the parties submit to	
	the exclusive jurisdiction of the courts and tribunals in Mumbai,	
	Maharashtra.	

Note 1. Coupon on coupon bearing PDIs:

a. <u>Coupon Rate</u>

The Coupon Rate may be fixed or floating. The details as to interest for each Tranche/Series shall be specified in the relevant Supplemental DD(s) issued in respect of such Tranche/Series. Any interest payable on the PDIs may be subject to deduction at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, for which a certificate will be issued by the Company.

b. <u>Computation of Coupon</u>

Coupon for each of the Coupon Period shall be computed on an actual/actual basis on the outstanding principal amount on the relevant Tranche/Series of PDIs at the applicable Interest Rate.

Payment of Coupon

С.

Payment of Coupon on the PDIs will be made to those of the PDI Holder(s) whose name(s) appear in the register of PDI Holder(s) (or to the first holder in case of joint holders) as on the Record Date fixed by the Company for this purpose and/or as per the list provided by the Depository to the Company of the beneficiaries who hold PDIs in dematerialized form on such Record Date, and are eligible to receive Coupon. The first Coupon payment due in respect of any Tranche/Series shall be for the period calculated from the Deemed Date of Allotment till the end of the month/quarter/half year/full year /other frequency as per the respective Supplemental DD(s) and the last Coupon payment due in respect of any Tranche/Series shall be for the period calculated from the preceding Coupon Payment Date till the Call Option Date or on the date on which the PDIs are redeemed. Other Coupon payments will be paid at the end of the month/quarter/half year/full year /other frequency as per the respective Supplemental DD. The interest periods applicable in respect of each Tranche/Series shall be specified in the Supplemental DD issued in respect of such Tranche/Series.

Upon the occurrence and during the continuance of any of the following events and to the extent restricted from doing so in accordance with extant RBI directions, guidelines or regulations, the Company shall not make payment of the Coupon accrued during such period:

- a. If its capital to risk assets ratio (CRAR) is below the minimum regulatory requirement prescribed by RBI; or
- b. payment of the Coupon would result in the Company's failure to maintain CRAR prescribed by RBI.

The accrued Coupon shall be payable by the Coupon, with the prior approval of the RBI, only when the impact of payment of such Coupon results in net loss or increase in net loss but provided that the CRAR of the Company remains above regulatory norms prescribed by RBI. Further, all instances of deferred payment of accrued Coupon as above shall be notified by the Company to the Regional Office of the Department of Non-Banking Supervision of the RBI in whose jurisdiction the Company is registered.

The Coupon shall not be cumulative except in the circumstance mentioned above.

Note 2. Step up Coupon Rate

The PDIs may have a step-up option of [100] bps, which may be exercised only once during the tenor of the PDIs and in any event after the expiry of 10 years from the Deemed Date of Allotment. In effect, the Coupon Rate may be stepped up by [100] bps for subsequent years from the expiry of 10 years from the Deemed Date of Allotment till the redemption of the PDIs.

Note 3. Call Option

The Issuer may issue PDIs with a call option subject to the following conditions:-

(a) That the instrument has run for a minimum period of ten years from the date of issue; and

(b) Call option shall be exercised by the Company only with the prior approval of RBI.

Note 4. Interest on Application Money:

Interest on application money will be paid to investors at the Coupon Rate / implicit yield from the date of realization of subscription money up to 1 (one) day prior to the Deemed Date of Allotment. Such interest shall be payable within 7 (Seven) Business Days from the Deemed Date of Allotment. This clause will not be applicable where the Deemed Date of Allotment is the same as the pay-in-date. Please also refer to the paragraph on Tax Deduction at Source (TDS) for further details.

Note 5. Redemption:

Unless previously redeemed (on occurrence of an Event of Default pursuant to approval of RBI in this regard) or purchased and cancelled, the PDIs of each Tranche/Series shall be redeemed at such price, at Call Option Date, if any, as mentioned in the respective Supplemental DD.

Note 6. Deemed Date of Allotment:

The Deemed Date of Allotment for each Tranche/Series will be mentioned in the respective Supplemental DD issued in respect of such Tranche/Series. All benefits relating to the PDIs will be available to the investors from the respective Deemed Date(s) of Allotment. The actual allotment of PDIs may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/ deemed date(s) of allotment at its sole and absolute discretion without any notice. The Deemed Date of Allotment may be changed (advanced/ postponed) by the Company at its sole and absolute discretion.

Note 7. Events of Default:

The occurrence of any of the following events shall be deemed to be an Event of Default in terms of this DD:

i. 🕤

ii.

٧.

vi.

Default is committed in payment of the any amount payable in respect of PDIs on the Due Date(s) and is not rectified by the Company in 7 (Seven) days;

- Save and except sub-clause (i) above, default is committed in the performance or observance of any covenant, condition or provision contained in the Trust Deed and/or the Financial Covenants and Conditions and such default has continued for a period of 30 (Thirty) Business Days from the date of receipt by the Company of a notice from the Trustee in relation thereto or the Company having obtained actual knowledge thereof, whichever is earlier, except where such default is in the opinion of the Trustee certify incapable of remedy and no notice shall be given by the Trustee in such a case;
- iii. The Company has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily or involuntarily dissolved;
- iv. The Company is unable to or has admitted in writing its inability to pay its debts as they mature or suspends making payments on any of its debts or, by reason of actual financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling/restructuring any of its Financial Indebtedness;
 - Any expropriation, attachment, sequestration, distress or execution (or analogous process) is levied, enforced upon or issued or otherwise affects a substantial part of the Assets or property of the Company and is not discharged within 30 (Thirty) calendar days or as given in the said order;
 - Trust Deed or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company;

- vii. A receiver or a liquidator has been appointed or allowed to be appointed for all or any part of the undertaking of the Company;
- viii. The Company ceases or threatens in writing to cease to carry on its business or gives notice of its intention to do so;
- ix. If any material breach of terms of the relevant Disclosure Document pertaining to any Series/Tranche of PDIs or any breach of the covenants of the Trust Deed is committed by the Company.
- It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable;
- xi. The Company repudiates any of the Transaction Documents, evidences an intention to repudiate any of the Transaction Documents.
- xii. There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified for a period of 30 (Thirty) Business days.
- xiii. Such other Events of Default as set out in the Supplemental DD.

Note 8. Consequences of Events of Default

On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Trustee acting on the instructions of the PDI Holder(s), on expiry of the cure period provided to the Company, the Trustee may by a notice in writing to the Company (a) declare all or part of the obligations of the Company in respect of such Series/Tranches in relation to which the Event of Default has occurred, under this Trust Deed or under any of other Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable; (b) accelerate the redemption of the PDIs constituting the Series/Tranches in relation to which the Event of Default has occurred; and/or (c) exercise any other right that the Trustee and / or PDI Holder(s) may have under the Transaction Documents or under Applicable Law. However, any payments to be made by the Company pursuant to this clause shall be made only with prior approval of the RBI, if required as per the extant RBI directions, guidelines and regulations in respect of PDIs and subordinated debt.

Note 9. Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the PDI Holder(s) whose names appear on the list of Beneficial Owners given by the Depository to the Issuer as on the Record Date.

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

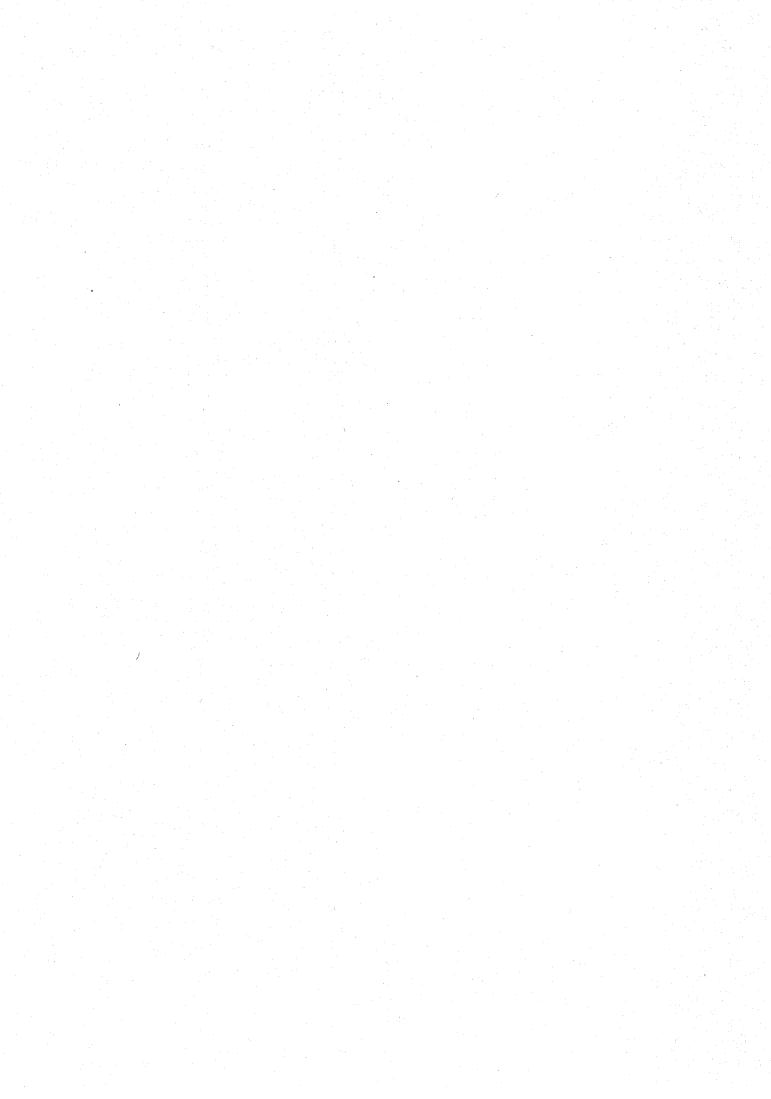
On the Company dispatching the amount as specified above in respect of the PDIs, the liability of the Company shall stand extinguished.

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SECTION - VI DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities made on private placement, the following disclosures are required to be made vide SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2016 w.e.f. 25-05-2016:

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



SECTION- VII OTHER INFORMATION AND ISSUE PROCEDURE

The PDIs 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 Shelf Disclosure Document read with the relevant Supplemental Disclosure Document(s), the Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

7.1 Mode of Transfer/Transmission of PDIs

The PDIs shall be transferable freely; however, it is clarified that no investor shall be entitled to transfer the PDIS to a person who is not entitled to subscribe to the PDIs. The PDI(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and the Applicable Law. The PDIs 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 the 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 PDI 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 PDIs held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

Transfer of the PDIs to and from FIIs/ NRIs/ OCBs, in case they seek to hold the PDIs and are eligible to do so, will be governed by the then prevailing guidelines issued by RBI.

7.2 PDIs held in Dematerialised Form

The PDIs shall be held in dematerialised form and no action is required on the part of the PDI Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those PDI 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 relevant Record Date fixed for the purpose of redemption. All such PDIs will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant 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 NEFT/RTGS to the bank account of the PDI Holder(s) for redemption payments.

7.3 Trustee for the PDI Holder(s)

The Issuer has appointed Axis Trustee Services Limited to act as trustee for the PDI Holder(s). The Issuer and the Trustee intend to enter into the Trustee Agreement and the Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Trustee and the Issuer. The PDI Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the 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 PDIs as the Trustee may in its absolute discretion deem necessary or require to be done in the interest of the PDI Holder(s). Any payment made by the Company to the Trustee on behalf of the PDI Holder(s) shall discharge the Issuer *pro tanto* to the PDI Holder(s). The Trustee will protect the interest of the PDI Holder(s) in regard to the payment of interest on PDIs and the Trustee will take necessary action, subject to and in accordance with the Trustee Agreement and the Trustee, having become so bound to proceed, consistently fails to do so. The Trustee Agreement and the Trust Deed shall more specifically set out the rights and remedies of the PDI Holder(s) and the manner of enforcement thereof.

7.4 Sharing of Information

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

7.5 Deemed Date of Allotment

All the benefits under the PDIs subscribed to by the PDI Holders, will accrue to the Investor from the Deemed Date of Allotment provided for in the relevant Supplemental Disclosure Document issued in respect of the relevant Tranche/Series.

7.6 PDI Holder not a Shareholder

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

7.7 Tax Deduction at Source (TDS):

(a) Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source for which a certificate will be issued by the Company. As per the provisions of the Income Tax Act, 1961, with effect from June 1,

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2008, no tax is deductible at source from the amount of interest payable on any listed dematerialised security, held by a person resident in India. Since the PDIs shall be issued in dematerialised mode and shall be listed on the WDM segment of BSE, no tax will be deductible at source on the payment/credit of interest/implicit yield on PDIs held by any person resident in India. In the event of rematerialisation of the PDIs, or PDIs held by person resident outside India or a change in Applicable Law governing the taxation of the PDIs, the following provisions shall apply.

In the event the PDIs are rematerialized and the Company is required to make a tax deduction, the Company shall make the payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Applicable Law;

The Company shall within 30 (thirty) days after the due date of payment of any tax or other amount which it is required to pay, deliver to the Trustee evidence of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

Interest on application money shall be subject to TDS at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company.

For seeking TDS exemption / lower rate of TDS, relevant certificate / document must be lodged by the PDI Holder(s) at the Corporate Office of the Company at least 15 (Fifteen) days before the interest 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.

For detailed tax implications of the investment in PDIs, investors should get in touch with their tax consultant.

7.8 Objects of the Issue and Details of the utilization of the Issue Proceeds

(b)

(c)

The primary objective of these PDIs is to raise Tier I capital for the Company as per the applicable guidelines of RBI

The funds raised by the issue of PDIs shall be a subordinated debt to be utilized by the Company, to augment the resources of the Company for regular business activities including its financing / lending activities, working capital and general corporate purposes in compliance with the provisions of Applicable Laws.

The Issuer undertakes that the proceeds of this Issue shall be utilized for the deployment of funds on its own balance sheet and not to facilitate resource requests of its group entities/parent company/associates.

(For the Addressee only)

The net proceeds from the Issue shall not be used in contravention of the RBI policy applicable to banks on investment in NBFCs.

No part of the proceeds of the PDIs would be utilized by the Issuer directly/indirectly towards investment in capital markets and real estate purposes including without limitation for acquisition or purchase of land.

7.9 Right of the Company to Purchase, Re-sell and Re-issue PDIs:

(a) **Purchase and Resale of PDIs:**

The Company may, subject to Applicable Law at any time and from time to time, at its sole and absolute discretion purchase some or all of the PDIs held by the PDI Holders at any time prior to the specified date(s) call as specified in the relevant Supplemental DD. The PDIs so purchased may, at the option of the Company, be cancelled, consolidated held or resold in accordance with the provisions of the Applicable Laws.

(b) Reissue of PDIs:

The Company shall have a right to repurchase the said PDIs or any of the Series/Tranche of the PDIs on a Call Option Date and cancel or re-issue them from time to time in accordance with the provisions of the Act and the Applicable Law. Upon such re-issue the person entitled to the PDIs shall have and shall be deemed always to have had, the same rights and priorities as if the PDIs had never been redeemed.

Where the Company has repurchased / redeemed any such PDIs, subject to the provisions the Act and other applicable legal provisions, the Company shall have and shall be deemed always to have had the right to keep such PDIs alive for the purpose of reissue and in exercising such right, the Company shall have and shall be deemed always to have had the power to reissue such PDIs either by reissuing the same PDIs or by issuing other PDIs in their place in either case, at such a price and on such terms and conditions (including any variations, dropping of or additions to any terms and conditions originally stipulated) as the Company may deem fit.

7.10 Modification of Rights:

The Trustee and the Issuer will agree to make any modifications in this Shelf Disclosure Document or any Supplemental DD(s) which in the opinion of the Trustee is of a formal, minor or technical nature or is to correct a manifest error.

7.11 Variation of PDI Holder(s) rights

The rights, privileges and conditions attached to the PDI(s) and this Shelf Disclosure Document and the relevant Supplemental DD(s) may be varied, modified or abrogated in accordance with the Articles of Association of the Company and the Act and with the consent of the Super Majority PDI

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(For the Addressee only)

Holder(s). The rights, privileges and conditions attached to the PDI(s) of a particular Series/Tranche, may be varies, modified or abrogated in accordance with the Article of Association of the Company and the Act and with the consent of the Majority PDI Holders of that Series/Tranche of PDIs. Provided that nothing in such resolution shall be operative against the Company where such resolution modifies or varies the terms and conditions governing the PDI(s) if the same are not acceptable to the Company.

Provided that the Trustee and the Issuer may agree to make any modifications in this Disclosure Document or any Supplemental DD which in the opinion of the Trustee is of a formal, minor or technical nature or is to correct a manifest error.

7.12 Notices:

The Company agrees to send notice of all meetings of the PDI Holders specifically stating that the provisions for appointment of proxy as mentioned in Section 105 of the Companies Act, 2013 shall be applicable for such meeting. The notices, communications and writings to the PDI Holder(s) required to be given by the Company shall be deemed to have been given if sent by registered post or through recognized overnight courier service or by hand delivery or by email or by facsimile to the sole / first allottee or sole/first registered PDI Holder as the case may be at its address registered with the Company. Provided however, that in case of a notice delivered by facsimile or e-mail, the Company shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid) or through a recognized overnight courier service.

All notices, communications and writings to be given by the PDI Holder(s) shall be sent by registered post or through recognized courier service or by hand delivery or by email or by facsimile to the Company at its Registered Office or to such persons at such address as may be notified by the Company from time to time and shall be deemed to have been received on actual receipt of the same. Provided however, that in case of a notice delivered by facsimile or e-mail, the PDI Holder shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid) or through a recognized overnight courier service.

7.13 Splitting and Consolidation:

Splitting and consolidation of the PDIs is not applicable in the dematerialised mode form since the saleable lot is 1 (one) PDI.

7.14 Transfers:

The PDIs may be transferred to any person duly qualified to acquire such PDIs under the Applicable Laws.

7.15 Letters of Allotment

The letter of allotment, indicating allotment of the PDI, 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 PDI, in dematerialised form, within the same period of 2 (Two) Business Days from the Deemed Date of Allotment.

7.16 Record Date

The Record Date will be 15 (Fifteen) calendar days prior to any due date.

7.17 Succession:

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

7.18 Effect of Holidays

Should any of the Due date(s), fall on a non-Business Day, the next Business Day shall be considered as the effective date for the purpose of coupon/interest payment and the previous Business Day shall be considered as the effective date for the purpose of payment of redemption proceeds. However, in case any such payment falls on a holiday, the amount of that payment and the amounts and dates of all future payments shall remain as originally stipulated at the time of issuing the security

All interest calculations shall be made upto 1 (one) Business Day prior to the date of actual payment.

7.19 PDIs to Rank Pari Passu

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

(For the Addressee only)

SECTION - VIII DECLARATION

The Issuer declares that as of the date of this Shelf Disclosure Document all the relevant provisions in the regulations / guidelines issued by SEBI and other Applicable Laws have been complied with and no statement made in this Shelf Disclosure Document 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 Shelf Disclosure Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in the Shelf Disclosure Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

For HDB Financial Services Limited

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Authorised SignatoryName :Haren ParekhTitle :Chief Financial OfficerDate :August 08, 2019



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(For the Addressee only)

ANNEXURES A - APPLICATION FORM

Date: [•] Application Form No: [•] By: [•]

The Compliance Officer HDB Financial Services Limited

Dear Sir,

Having read and understood the contents of the Shelf Disclosure Documents, Supplemental Disclosure Document and the Private Placement Offer cum Application Letter dated [•], 2019 and the term sheet included therein, we apply for allotment of the PDIs to us. The amount payable on application as shown below is remitted herewith. On allotment, please place our name(s) on the Register of PDI Holder(s). We bind ourselves to the terms and conditions as contained in the Information Document / Disclosure Document.

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

PDI Series	[•]	-
No. of PDIs applied (in figures)	[•]	
No. of PDIs applied (in words)	[•]	
Amount (Rs. in figures)	[•]	
Amount (Rs. in words)	[•]	
NEFT/RTGS Details	[•]	
Date	[•]	
Face value (per PDI)	[•]	

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

[•]		1			
				 Pin Code: [•]	
Telephon	ie: [•]		Fax: [•]	 Email: [•]	

Name Signator	of ry	Authorised	Desigr	nation		Sig	nature)	· · · ·
[•]	· · · ·		[•]	· · · · ·	· · · · · ·	[•]			
		-							

Details of Bank Account (from which the subscription money is remitted)

Bank Name & Branch	[•]• •			 			
Beneficiary Name	[•]						· .
Nature of Account	[•]		, ⁻	 	· .		
Account No.	[•]					•	
IFSC/NEFT Code	[•]			· · ·		·	
UTR No*	[•]	······································			·····		•

* Please enclose RTGS alongwith this form.

We hereby confirm that the payment(s) made towards subscription of the Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in the nature of Non-Convertible Debentures under Series [•] is made from our bank account(s). We understand that the Coupon/principal will be paid to the bank accounts of the beneficiaries as per the list and details of the beneficiaries provided by the Depository i.e. NSDL and CDSL, as on the record date.

Depository Details

DP	· [•]:	 		
Name				
DP ID	[•]	 Client	[•]	
		ID		

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

Taxpayers PAN / GIR	IT Circle/Ward/D	vistrict	· · · ·	() Not A	llotted
No.				÷ .	
·[•]	[•]				
Tax Deduction Status	() Fully Exempt	() Tax to be Source	deducted at	() Yes	() No

List of KYC docs. to be attached with the Application Form:

- Constitution Documents: Certificate of Incorporation, Certificate of commencement of Business, • Memorandum & Articles of Association, Regd. Trust Deed in case of Trust, SEBI Registration Certificate in case of Mutual Fund
- ID Proofs: Certified Copy of PAN Card, Demat Client Master Report

- Address Proof: Form 18 (under Companies Act, 1956) or INC-22 (under Companies Act, 2013) filled with ROC or Certified copy of latest utility bills
- Authorizing docs: Power of Attorney / Board Resolution with specimen signatures certified by the Company Secretary

For [•]

Authorised Signatory(ies)

· · · · · · · · · · · · · · · · · · ·	(Tear here)	
ACKNOWLEDGEMENT SLIP		ş
Application No: [•]	×	Date: [•]
PDI Series	Series [•]	
No. of PDIs applied (in figures)	[•]	
No. of PDIs applied (in words)	[•]	· · · · ·
Amount (Rs. in figures)	[•]	
Amount (Rs. in words)	[•]	· · · ·
NEFT/RTGS	[•]	

For all further correspondence, please contact the Compliance Officer.

INSTRUCTIONS

- Application must be completed entirely in English, using BLOCK LETTERS.
- A signature can be made either in English or in any other Indian language.
- Application forms duly completed in all respects, must be lodged at the Company's Registered Office.
- All transfers/RTGS must be made payable to "ICCL". Details for RTGS payments are mentioned herein below:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	YES BANK
IFSC Code	YESBOCMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

- Cheques, cash, money orders, postal orders and stock invest will NOT be accepted.
- As a matter of precaution against possible fraudulent encashment of interest warrants due to loss/misplacement, one is requested to mention the full particulars of the bank account, as specified in the application form.
- Interest warrants will then be made out in favour of the bank for credit to one's account. In case
 the full particulars are not given, cheques will be issued in the name of the applicant at their own
 risk.
- One should mention their Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided.
- The application would be accepted as per the terms of the issue outlined in the Information Document / Disclosure Document.
- The payment(s) towards subscription of the securities shall be made from the bank account(s) of the applicants.
- Please send the dully filled and signed application form to our corporate office address- "Ground Floor, Zenith House, Opposite Race Course Gate No.6, K K Marg, Mahalaxmi, Mumbai – 400034".

B – CREDIT RATING RATIONALE

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Press	Release mentional manufacture and the	,	Processing and the second s

HDB Financial Services Limited ^(Revised)

September 28, 2018

Facilities	Amount (Rs. crore)	Ratings ¹	Rating Action
Non-convertible debentures	33,843.80	GARE AAA; Stable {Triple A; Outlook: Stable}	Reaffirmed
Subordinated Debt	3,500.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed
Perpetual Debt	500.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Realfirmed
Long term Bank Facilities	20,000.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Realfirmed
Commercial Paper	10,000.00	CARE A1+ (A One Plus)	Reaffirmed
	67,843.90		
and the second	(Rupees Sixty Seven		
Total	Thousand Eight Hundred		
	and Forty Three Crore and		
	Eighty Lakh only)		

Retails of instruments/facilities in Annexure-1

Detailed Rationale & Key Rating Drivers

The ratings factor in the strength that HOB Financial Services Ltd (HDBFS) derives from its parent, HDFC Bank Ltd (HBE; ¹ rated 'CARE AAA; Stable', 'CARE A1*') in the form of financial and operational support. The ratings are also supported by good financial performance as well as comfortable asset quality & capitalization of HDBFS. The ratings also take into consideration HDBFS's comfortable liquidity position, diversified resource profile, and experienced management. Continued support from HBL, credit profile of HBL, asset quality, capital adequacy and profitability of HDBFS are key rating sensitivities.

Detailed description of the key rating drivers

Key Rating Strengths

Ratines

Financial & managerial support and operational linkages with HDFC Bank

HD8FS has strong financial and operational linkage from HBL (rated 'CARE AAA; Stable', 'CARE A14'). HBL owns majority of shareholding (95.87% as on March 31, 2018) in HD8FS. Senior personnel from HBL have representation on Board of Directors of HD8FS as well as various Board level committees. HD8FS has strong brand linkages with the group. HD8FS also support HBL for sourcing and collection of latter's retail loan portfolio.

Good financial performance

Portfolio of HDBPS has shown strong growth over the years with AUM increasing by nearly 30% to Rs.44,469 crore as on March 2018 as against Rs.34,277 crore as on March 2017. With an increase in AUM, the total income for FY18 increased

Complete definition of the rating assigned are available at your corrections can and other CARE publications.

CARE Ratings Limited

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(For the Addressee only)

Ratings



Rating Rationale November 14, 2018 | Mumbai

HDB Financial Services Limited

'CRISIL PP-MLD AAAr/Stable' assigned to long term principal protected market linked debentures

Rating Action	
Total Bank Loan Facilities Rated	Rs.20000 Crore
Long Term Rating	CRISH_AAA/Stable (Realfinned)
Rs. 1000 Crore Long Term Principal Protected Market Linked Debentures	CRISIL PP-MLD AAAn/Stable (Assigned)
Rs.9000 Crore Non Convertible Debentures (Reduced from Rs.10000 Crore)	CRISIL AAA/Stable (Reaffirmed)
Non Convertible Debentures Aggregating Rs.21420 Crore	CRISIL AAA/Stable (Reaffirmed)
Subordinated Debt Aggregating Rs.2000 Crore	CRISIL AAA/Stable (Reaffirmed)
Rs.1500 Crore Subordinated Debt	CRISIL AAA/Stable (Reaffirmed)
Rs.500 Crore Perpetual Bonds Issue	CRISIL AAA/Stable (Reaffirmed)
Rs. 10800 Crore Commercial Paper Programme	CRUSIL A1+ (Realfamed)

T soure = 10 million Refer to assessive for Defails of Instruments & Bank Facilities

Detailed Rationale

CRISIL has assigned its "CRISIL PP-MLD AAAr/Stable" rating to the Rs.1000 crore long-term principal protected market-linked debentures of HDB Financial Services (HDBFS). CRISIL has reaffirmed its "CRISIL AAA/Stable/CRISIL A1+" ratings on the company's bank facilities and other debt instruments.

The ratings reflect benefits that HDBFS derives, from its majority ownership held by HDFC Bank Ltd (HDFC Bank; rated 'CRISIL AAA/Stable'), and its strategic importance to the parent. The shared logo also enhances the moral obligation of HDFC Bank towards this entity. The ratings are also underplaned by the company's growing presence in the retail finance space, and its healthy capitalisation and earning profile.

Analytical Approach

For arriving at the ratings, CRISIL has analysed the business and financial risk profiles of HDBFS. CRISIL has factored in strong support that HDBFS is expected to receive from its parent, HDFC Bank, on an ongoing basis and in times of distress.

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C - CONSENT LETTER OF THE TRUSTEE



888 W.Y

ATSL/CO/17-18/0079 07 August, 99-7

HDB Financial Services Limited Rochike, 2nd Fleor, Taw Cardon Road Navrongouro, Anmedialad - 380009

Kind Ath: Mr. Haren Perekh

Decr3ir.

1002 - 0022208283

Sub; HDB Financial Services United (the Company) - Consent to act as Debanture Trustee for the Unsecured, Listed, Rated, Perpetual, Non-Convertible Debentures and to Rs. 500 Cis

We, Axis Trustee Service, Limited, hereby give our consent to act as the Debenfare Pustee for the obaya meintainen issue of Robartures having a ferure of more than one year and are agreenate to the inclusion of our name as Debenfare trustee in the Private Flopement offer letter/ Priorination Memoranskam/apail after to be unable to the Stack Schange for the sting of the solid Debenfares/ SNN application to depositories/Company Webs?e/Aubudi Report and in all such other door men's wherein our name needs to be meatimed as the Depenture Trustee.

Axis inside Sorvices Limited (ATSL) consonling to act or Debeniure Tutrees is pair yills balaness decision and not an indication on the lisuor Company's standing or on the Debeniure lisue, by consonting to dot as Debeniure Trustees. Als, determining and the Debeniure lisue by consonting to dot as Debeniure Trustees. Als, determining and the Debeniure lisue by consonting to dot as Debeniure Trustees. Als, determining and the defension and but the lisuer Company in the Debeniure Trustees and projections about the lisuer Company or the Debeniures and entry in actual shall information Memorandum Applicants/Investors are advised to toad carofully the Information wemanique chains and ther aver enquing, non-part due diligence and enables about the lisuer Company. Its performance and profileality and details in the Information wemanique before taking their investment decision. Also shall not be responsible for the investment decision and its conservance.

We also confirm that we saw out always illed to be appointed as Dehentrices Tristee within the meaning of Sule 18(2) (c) of the Campanies (Share Capital and Dependers) Rules, 2014.

Yours 'runy. For Axis Trustee Services Limited

Mangalagown Bhet A Senior Manager

CONTACT & PROISTERED DRE

AMB TRUSTEE SERVICES LTD (A wild/comad accords) of Anic Saul) Comporate (dentify Numann (CiN.): U7-3895HH2003P. C 192964 Ade Hanze, Graunel Rus-, Bandusy Dysing Xille Component, Pandarung Duditor Marg, Warr Murrhall 400 025 TEL: 052-6256 (Dudited 2020 0360) Website www.asistumanic.com

(For the Addressee only)

D – ANNUAL REPORT OF THE COMPANY FOR FY 2018-19, 2017-18 and 2016-17 (Kindly refer Company website: www.hdbfs.com)

(For the Addressee only)

Series [•]

SUPPLEMENTAL DISCLOSURE DOCUMENT FOR ISSUE OF PERPETUAL DEBT INSTRUMENTS IN THE NATURE NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS DATE: [•]

E - FORMAT OF SUPPLEMENTAL DD



HDB FINANCIAL SERVICES LIMITED (CIN: U65993GJ2007PLC051028)

(Incorporated on June 4, 2007, in the name of HDB Financial Services Limited, a company within the meaning of the Companies Act, 1956 and registered with the Reserve Bank of India as a Non-Banking Financial company)

Registered Office: Radhika, 2nd Floor, Law Garden Road, Navrangpura, Ahmedabad – 380 009 Tel: +91 079-30482714

Corporate Office: Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400034

Tel: 022- 39586300/49116300; Fax: 022-39586666/49116666; Website: www.hdbfs.com; Contact Person: Mr. Haren Parekh, Chief Financial Officer; e-mail: compliance@hdbfs.com

Private Placement of upto $[\bullet]$ (•) Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in the nature of Non-Convertible Debentures ("Series $[\bullet]$ PDIs") of the face value of Rs. [10,00,000/- (Rupees Ten Lakh only)] each for cash aggregating upto Rs. $[\bullet]/-$ (Rupees (•) Crore only) issued under the shelf disclosure document dated $[\bullet]$, 2019 ("Shelf Disclosure Document" or "Shelf DD") as amended / supplemented from time to time.

This supplemental disclosure document ("**Supplemental DD**") is issued in terms of and pursuant to the Shelf Disclosure Document dated [•]. All the terms, conditions, information and stipulations contained in the Shelf DD are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Supplemental DD must be read in conjunction with the Shelf DD and Private Placement Offer Letter.

This Supplemental DD contains details of this Series of private placement of Series [•] PDIs and any material changes in the information provided in the Shelf Disclosure Document, as set out herein. Accordingly set out below are the updated particulars / changes in the particulars set out in the Shelf DD, which additional / updated information / particulars shall be read in conjunction with other information / particulars appearing in the Shelf DD. All other particulars appearing in the Shelf DD shall remain unchanged.

All capitalised terms used but not defined herein shall have the meaning ascribed to them in the Shelf DD. This Supplemental DD is dated [•], 2019.

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(For the Addressee only)

SUMMARY TERM SHEET

Security Name	
Issuer	HDB Financial Services Limited
Arranger	[•]
Type of Instrument	Unsecured, Subordinated, Rated, Listed, Perpetual Debt Instruments in
	the nature of Non-Convertible Debentures ("PDIs")
Nature of Instrument	Unsecured
Seniority	i. Superior to the claims of investors in Equity Shares of the Company;
	and
	ii. Subordinated to the claims of all other creditors of the Company.
Mode of Issue	Private placement
Eligible Investors	Please refer paragraph "Who can apply" of the Shelf Disclosure
	Document.
	Any other investor permitted to invest in PDIs of Indian body corporate.
Listing	The Series [•] PDIs are proposed to be listed on WDM segment of BSE
	Limited. BSE has given its in-principle approval to list the Series [•] PDIs
	to be issued and allotted in terms of the DD vide its letter dated [•].
	The Company shall forward the listing application to the BSE Limited
	alongwith the applicable disclosures within 15 (Fifteen) days from the
	deemed date of allotment of Series [•] PDIs.
	In case of delay in listing of the Series [•] PDIs beyond 20 (Twenty) days
	from the deemed date of allotment, the Company will pay penal
	interest, of 1 (one percent) % p.a. over the interest/coupon rate/implicit
	yield from the expiry of 30 (thirty) days from the deemed date of
	allotment till the listing of such Series [•] PDIs, to the investor.
Rating of the Instrument	[•]
Issue Size	The aggregate size of the Issue is Rs. 500,00,00,000/- (Rupees Five
	Hundred Crores Only), which Issue shall comprise of one or more
	Tranches.
Tranche Size	Rs [●/-] (Rupees (●) Only)
Option to retain	[•]
oversubscription	
Objects of the Issue	The Company has filed the Shelf DD for issuance of PDIs on private
	placement basis for an amount not exceeding Rs.500,00,000/-
	(Rupees Five Hundred Crores Only) to be issued in one or more
	Tranches/Series from time to time. The funds raised through the Issue
	will be utilized as per the section "Utilisation of Issue Proceeds".
	stipulated in the Shelf DD.
	איזע אווישאומנכע או גער אווישאוניע.

	The successive of the large would be utilized by the Company for regular
Details of the utilization of the	The proceeds of the Issue would be utilised by the Company, for regular
Proceeds	business activities including its financing / lending activities, working
	capital and general corporate purposes in compliance with the
	provisions of Applicable Laws.
Interest/Coupon Rate	[•]
Step Up Coupon Rate	[•] bps
Step-up Option	[•]
Lock-in clause	[•]
Coupon Payment Frequency	
Coupon Payment Dates	
Coupon Type	[Fixed/ Variable]
Coupon Reset Process	[•]
Day Count Basis	Actual/ Actual
	Also refer Shelf Disclosure Document.
Interest on Application Money	[●]% ([●]Percent) per annum
	Also refer Shelf Disclosure Document.
Default Interest Rate	2% (Two Percent) per annum payable annually over and above the
	Coupon Rate from the date of the occurrence of the default until the
	default is cured or the Series [•] PDIs are redeemed pursuant to such
	default, as applicable
Tenor	Perpetual
Issue Price	Rs. 10,00,000/- (Rs. Ten Lakh only) per PDI
Call Option Exercise Date	A date falling on the day immediately succeeding the expiry of a period
	of 10 (Ten) Years from the deemed date of allotment and any day
	thereafter, unless such a day is not a Business Day, in which case the Call
	Option Exercise Date will be the preceding Business Day.
Call Option Price	[•]
Call Notification Time	
Face Value	[Rs. 10,00,000/- (Rs. Ten Lakh only) per PDI]
Minimum Application and in	Minimum 10 PDIs and in multiples of 1 PDI thereafter
multiples of Debt securities	
thereafter	
Tranche Issue Timing 1. Tranche Issue Opening Date	
2.Tranche Issue Closing Date	
3. Tranche Pay-in Date	
4. Tranche Deemed Date of	
Allotment	Danat auto
Issuance mode of the	Demat only
Instrument	
Trading mode of the	Demat only

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(For the Addressee only)

NEFT / RTGS
Also refer Disclosure Document.
NSDL / CDSL
Should any of the Due date(s), fall on a non-Business Day, the next
Business Day shall be considered as the effective date for the purpose of
Coupon payment and the previous Business Day shall be considered as
the effective date for the purpose of payment of redemption proceeds.
However, in case any such payment falls on a holiday, the amount of
that payment and the amounts and dates of all future payments shall
remain as originally stipulated at the time of issuing the security.
Also refer to Shelf Disclosure Document.
15 (Fifteen) calendar days prior to any Due Date
Shelf Disclosure Document, Supplemental Disclosure Document, Trust
Deed, Trustee Agreement and any other document that may be
designated by the Trustee as a Transaction Document
[•]
[•]
As set out in the Trust Deed
As set out in the Trust Deed
As is customary for a transaction of this nature and as further provided
for in the Transaction Documents.
To oversee and monitor the overall transaction for and on behalf of the
PDI Holder(s) as customary for transaction of a similar nature and size
and as executed under the appropriate Transaction Documents.
As per Annexure I to this Supplemental DD
The Series [•] PDIs are governed by and will be construed in accordance
with the Indian Law. The Series [•] PDI Holders, by purchasing the Series
[•] PDIs, agree that the courts in Mumbai, Maharashtra shall have
Let i bis, agree that the courts in Multibal, Maharashtra Shall Have
exclusive jurisdiction with respect to any matters relating to the Series

Note: The Company reserves the right to amend the Series timetable including the Date of Allotment.

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(For the Addressee only)

ANNEXURE I- ILLUSTRATION OF BOND CASH FLOWS ARISING FROM BONDS BEING ISSUED PURSUANT TO THIS SUPPLEMENTAL MEMORANDUM

Disclosure of cash flows (pursuant to SEBI Circular 2013)	no. CIR/IMD/DF/18/2013 dated 29 th October					
Company	HDB Financial Services Limited					
Face Value (per security)	[•]					
Issue Date/Date of Allotment	[•]					
Redemption	[•]					
Coupon Rate	[•]					
Frequency of the Interest Payment with specified	[•]					
dates						
Day Count Convention	Actual / Actual					

Scenario 1 : Call Option Exercised

Cash Flows	Date	Day	No. of Days in Coupon Period	Amount in Rupees per debenture of Rs.10 lakhs
1 st Coupon Payment	[•]	[•]	[•]	[•]
2 nd Coupon Payment	[•]	[•]	[•]	[•]
3 rd Coupon Payment	[•]	[•]	[•]	[•]
4 th Coupon Payment	[•]	[•]	[•]	[•]
5 th Coupon Payment	[•]	[•]	[•]	[•]
6 th Coupon Payment	[•]	[•]	[•]	[•]
7 th Coupon Payment	[•]	[•]	[•]	[•]
8 th Coupon Payment	[•]	[•]	[•]	[•]
9 th Coupon Payment	[•]	[•]	[•]	[•]
10 th Coupon Payment	[•]	[•]	[•]	[•]
Principal Repayment	[•]	[•]	[•]	[•]
	· · ·	······································	In	<u></u>
Scenario 2: Call Not Ex	rcised			
Cash Flows	Date	Day	No. of days in Coupon	Amount (in Rupees)

(For the Addressee only)

· · · · ·			Period		
Issue amount					
	[•] of every calendar year	[•]	365 366 (in the case of a leap year)	[•]	
Principal				[•]	
Total				[•]	

MODE OF PAYMENT

All transfers/RTGS must be made payable to "ICCL". Details for RTGS payments are mentioned herein below:

 Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED
Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Name of Bank	YES BANK
IFSC Code	YESBOCMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

For HDB Financial Services Limited

Authorised Signatory						
Name: [•]					ł	
Title: [•]						
Date:[●]						