

For Private Circulation Only

(This Disclosure Document is neither a Prospectus nor a Statement in Lieu of Prospectus). This is only an information brochure intended for private use and should not be construed to be a prospectus and/or an invitation to the public for subscription to debentures under any law for the time being in force.

This Disclosure Document is as per Schedule I of SEBI(Issue and Listing of Debt Securities) (Amendment) Regulations 2012, notified on 12th October 2012, and private placement offer letter, pursuant to section 42 and rule 14(i) of Companies(prospectus and allotment of securities) rules, 2014 for Private Placement



Hero FinCorp Ltd.

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Web site - www.herofincorp.com

Disclosure Document for issue by way of Private Placement by Hero FinCorp Ltd. ("HFCL" or the "Company" or the "Issuer") of 200 Secured Rated Redeemable Non-Convertible Debentures ("Debentures") of the face value of ₹ 10,00,000/- each, with marketable lot of one, for cash aggregating ₹ 20 Crore (the "Issue") with an option to retain additional subscription up to ₹ 80 Crore, aggregating ₹ 100 Crore.

GENERAL RISKS

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. For taking an investment decision, investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document.

CREDIT RATING

The Debentures have a long term rating of "ICRA AA+ / Stable" ("Pronounced ICRA double A plus") by ICRA. This indicates "high degree of safety with regard to timely servicing of financial obligations" with respect to timely payment of interest and principal on the instrument.

The rating is not a recommendation to buy, sell or hold Debentures and investors should take their own decision. The rating may be subject to suspension, revision or withdrawal at any time by the assigning Credit Rating Agency on the basis of factors such as new information or unavailability of information or other circumstances which the Credit Rating Agency believes may have an impact on its rating.

LISTING

The Debentures are proposed to be listed on the wholesale debt market segment of the National Stock Exchange of India Ltd. ("NSE" or the "Stock Exchange").

DEBENTURE TRUSTEE

REGISTRAR AND TRANSFER AGENT

IL&FS Trust Company Ltd.

The IL&FS Financial Centre,
Plot C- 22, G Block,
Bandra Kurla Complex, Bandra(E),
Mumbai 400051

Karvy Computershare Pvt. Ltd.

Karvy Selenium Tower B, Plot 31-32, Gachibowli,
Financial District, Nanakramguda, Hyderabad – 500 032
Phone: 040 -67162222, Fax: 040- 23001153

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DISCLAIMER OF THE ISSUER

This Disclosure Document is neither a prospectus nor a statement in lieu of prospectus. The issue of Debentures to be listed on the Stock Exchange is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public in general. This Disclosure Document should not be construed to be a prospectus or a statement in lieu of prospectus under the Companies Act, 2013.

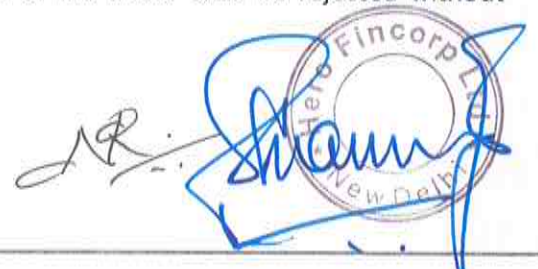
This Disclosure Document has been prepared in conformity with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 and its amendment from time to time. Therefore, as per the applicable provisions, copy of this Disclosure Document has not been filed or submitted to the SEBI for its review and/or approval. Further, since the Issue is being made on a private placement basis, as per the applicable provisions of the Companies Act, 2013, a copy of this Disclosure Document has not been filed with the Registrar of Companies or the SEBI.

This Disclosure Document has been prepared to provide general information about the Issuer and the Debentures to potential investors to whom it is addressed and who are willing and eligible to subscribe to the Issue. This Disclosure Document does not purport to contain all the information that any potential investor may require. Neither this Disclosure Document nor any other information supplied in connection with the Issue is intended to provide the basis of any credit or other evaluation and any recipient of this Disclosure Document should not consider such receipt a recommendation to subscribe to the Issue or purchase any Debentures. Each investor contemplating subscribing to the Issue or purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Disclosure Document (including the documents incorporated by reference herein, if any) contains all information that is material in the context of the Issue of the Debentures, and is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein not misleading, in the light of the circumstances under which they are made. No person has been authorised to give any information or to make any representation not contained or incorporated by reference in this Disclosure Document or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

This Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly and specifically through a communication by or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Disclosure Document are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Disclosure Document being issued have been sent by or on behalf of the Issuer. Any application by a person to whom the Disclosure Document has not been sent by or on behalf of the Issuer shall be rejected without assigning any reason.

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The person who is in receipt of this Disclosure Document shall maintain utmost confidentiality regarding the contents of this Disclosure Document and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents without the consent of the Issuer.

Each person receiving this Disclosure Document acknowledges that:

Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein; and such person has not relied on any intermediary that may be associated with issuance of Debentures in connection with its investigation of the accuracy of such information or its investment decision;

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

Neither the delivery of this Disclosure Document nor any issue of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof;

This Information Memorandum/Disclosure Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Disclosure Document in any jurisdiction where such action is required. The distribution of this Disclosure Document and the offering of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this Disclosure Document comes are required to inform themselves about and to observe any such restrictions. The Disclosure Document is made available to investors in the Issue on the strict understanding that the contents hereof are strictly confidential.

DISCLAIMER OF THE STOCK EXCHANGE

As required, a copy of this Disclosure Document has been submitted to the Stock Exchange for hosting the same on its website. It is to be distinctly understood that such submission of the Disclosure Document with Stock Exchange or hosting the same on its website should not in any way be deemed or construed that the document has been cleared or approved by the Stock Exchange; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Disclosure Document; nor does it warrant that this Issuer's Debentures will be listed or continue to be listed on the Stock Exchange; nor does it take responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Company. Every person who desires to apply for or otherwise acquire any Debentures of the Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

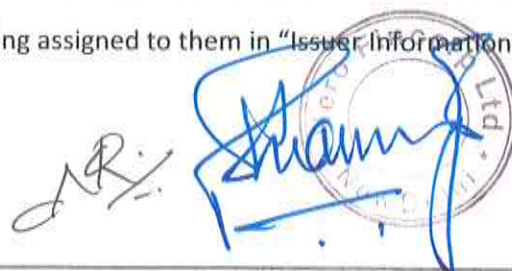
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1) DEFINITIONS / ABBREVIATIONS

Company / Issuer	Hero FinCorp Ltd. ("HFCL" / "the Issuer" / "Company")
BM Munjal Family	Shall mean BM Munjal, his spouse, and his lineal descendants including their children with their spouses and grand children with their spouses
Board/ Board of Directors/ Director(s)	Board of Directors of Hero FinCorp Ltd.
Business Day	A day which is not a Saturday, Sunday or a public holiday and on which clearing of cheque and RTGS facilities are available in Delhi.
Date of Subscription	Date of realisation of proceeds of subscription money in the bank account of the Company
Debenture holder(s)	Person (s) holding Debentures(s) and whose name is recorded as beneficial owner with the Depository (if the Debentures are in dematerialized form) as defined under Section 2 of the Depositories Act, 1996) or the person (s) whose name appears as holder of Debentures in the Register of Debentures (if the Debentures are in physical form).
Debenture Trustee	IL&FS Trust Company Limited, as trustee for the benefit of the Debenture holders
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time
Depository Participant / DP	A Depository participant as defined under Depositories Act, 1996, as amended from time to time.
Financial Year / FY	Financial year of the Company i.e. a period commencing from 1 st April and ending on 31 st March of the next calendar year
Management Control	"Management Control" or "Control" shall mean - a) holding by any person of more than 50% of the voting share capital of the Company and ability of that person to direct or cause direction of the management and policies of the Company, whether by operation of law or by contract or otherwise; or b) the ability of that person to appoint more than 50% of the directors on the Board of the Company and ability of that person to direct or cause direction of the management and policies of the Company, whether by operation of law or by contract or otherwise;
Stock Exchange / Designated Stock Exchange / NSE	National Stock Exchange of India Ltd.
CDSL	Central Depository Services (India) Limited
DD	Demand Draft
DRR	Debenture Redemption Reserve
NOC	No Objection Certificate (s)
NEFT	National Electronic Fund Transfer
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
₹	Rupees
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
TDS	Tax Deduction at Source
WDM	Wholesale Debt Market

All other Capitalised Terms not defined above shall have the meaning assigned to them in "Issuer Information" and "Issue Details" of this Disclosure Document.

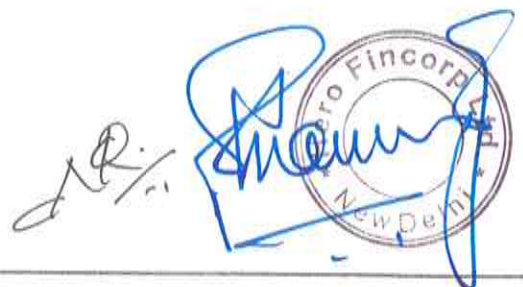


2) DISCLOSURES AS REQUIRED UNDER SEBI REGULATIONS

Documents Submitted

- 1 The following documents have been/ shall be submitted to the NSE:
 - A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
 - B. Copy of last 3 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 creation of the charge, wherever applicable, 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 Designated Stock Exchange, where the Debentures would be listed, within 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
 - G. An undertaking that permission / consent from consortium banks for first pari passu charge being created, in favour of the trustees to the proposed issue has been obtained

- 2 The following documents have been/ shall be submitted to the Debenture Trustee:
 - A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
 - B. Copy of last 3 years audited Annual Reports;
 - C. Statement containing particulars of dates of and parties to all material contracts and agreements;
 - D. Latest half yearly standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.
 - E. An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point D above to the Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated 11 May 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within two working days of their specific request.



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3) RISK FACTORS

The following are some of the risks envisaged by the management. Investors should consider the same carefully for evaluating the Company and its business before making any investment decision. Unless the context requires otherwise, the risk factors described below apply to Hero FinCorp Limited only. If any one of the risks occurs, the Company's business, financial conditions and results of operations could suffer and therefore the value of the Company's debt securities could decline.

The Issuer believes that the factors described below represent the principal risks inherent in investing in NCDs issued under this Disclosure Document, but the inability of the Issuer, as the case may be, to pay coupon, principal or other amounts on or in connection with any NCDs may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any NCDs are exhaustive.

Prior to making an investment decision, potential investors should carefully consider, along with the other matters set out in this Disclosure Document, the following risk factors that may affect investment considerations

Note: 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

- a) **As an NBFC, one of the most important risks affecting our profitability is the risk of non-payment by the borrowers and other counterparties.**

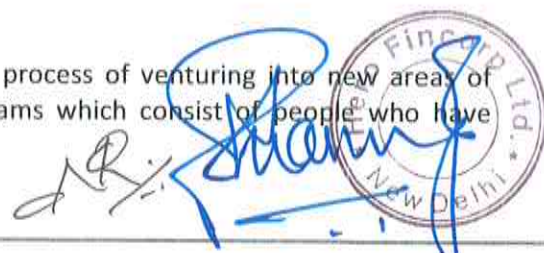
Since our Company's borrowers inter alia comprise of individuals and small and medium size companies, our Company's credit risk could be higher due to their potential inability to adapt to changes in the economic and industrial scenario as also changes in the Indian regulatory and political environment. This may lead to an increase in the number and value of our Company's NPAs. Our Company is exposed to the risk that third parties which owe us money, securities or other assets may not perform their obligations. These parties may default on their obligations to us due to various reasons including bankruptcy, lack of liquidity, operational failure, and other reasons. Further, any delay in enforcing the collateral due to delays in enforcement proceedings before Indian courts or otherwise could expose our Company to potential losses. Although our Company regularly reviews credit exposures to clients and counterparties and to industries and geographical regions that our Company believes may present credit concerns, defaults may arise from events or circumstances that are difficult to detect or foresee.

- b) **The Company may be exposed to the potential loss of less recovery of value of collaterals due to market conditions or delays in their enforcement on defaults by the Company's borrowers**

The value of collaterals especially real estate may decline due to adverse market conditions. Delays in bankruptcy and foreclosure proceedings, defects in title, documentation of collateral and the necessity of obtaining regulatory approvals for the enforcement of such collaterals may affect the valuation of the collateral and the Company may not be able to recover the estimated value of the collateral, thus exposing the Company to potential losses.

- c) **We have and are in the process of venturing into new lines of business and there can be no assurance that our ventures will be profitable in future.**

As a part of our growth strategy, we have or otherwise are in the process of venturing into new areas of business. Although we have recruited experienced management teams which consist of people who have



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experience in financial services, there are inherent risks in entering a market for the first time. These businesses consequently are to a larger extent susceptible to competition, economical, political and regulatory conditions than established businesses. This may affect our operations and cash flow positions.

- d) System failures, infrastructure bottlenecks and security breaches in computer systems may adversely affect our business.**

Our businesses are highly dependent on our ability to process, on a daily basis, a large number of increasingly complex transactions. Our financial, accounting or other data processing systems may fail to operate adequately or become disabled as a result of events that are wholly or partially beyond our control, including a disruption of electrical or communications services. If any of these systems do not operate properly or are disabled or if there are other shortcomings or failures in our internal processes or systems, it could affect our operations or result in financial loss, disruption of our businesses, regulatory intervention or damage to our reputation. In addition, our ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports our businesses and the localities in which we are located. Our computer systems, software and networks may be vulnerable to unauthorized access, computer viruses or other malicious code that could compromise data integrity and security.

- e) The Company's lending and investment activities are vulnerable to interest rate risks, market risks and asset liability mismatch risks which may have great impact on our financial performance.**

Interest income forms a substantial part of the total income of our Company. The Company extends loans at fixed as well as floating interest rates. The Company's borrowings are also a mix of fixed and floating rates. A mismatch between assets and liabilities may cause our gross spreads to decline and adversely affect our profitability. The Company endeavours to match interest rate positions to minimize interest rate risk but may not be able to do so. Interest rates are highly sensitive to many factors which are beyond our control, including the monetary policies of the RBI, de-regulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors. Sharp increase in interest rates charged on floating rate basis, may also result in extension of loan maturities and higher instalments due from borrowers, which could result in higher degree of defaults from this segment.

- f) We face asset-liability mismatches in the short term, which could affect our liquidity position. A portion of our funding requirement is through short-term funding sources and in the event lenders decide to withdraw the existing or committed credit facilities or do not roll over the existing credit facilities, our business could be adversely affected.**

The difference between the value of assets and liabilities maturing, in any time period category provides the measure to which we are exposed to the liquidity risk. As is typical for several NBFCs, a portion of our funding requirements is met through short-term funding sources, i.e. bank loans, working capital demand loans, cash credit, short term loans and commercial papers. In the event that the existing and committed credit facilities are withdrawn or are not available to the Company, funding mismatches may be created and it could have an adverse effect on our business and our future financial performance.

- g) Our indebtedness and restrictive covenants imposed by our financing agreements could restrict our ability to conduct our business and operations.**

Our financing agreements require us to maintain certain security margins. Should we breach any financial or other covenants contained in any of our financing agreements, we may be required to immediately repay our borrowings either in whole or in part, together with any related costs. Under the terms of some of the loan agreements, our Company is required to obtain the prior written consent of the concerned lender prior to our Company entering into any scheme of expansion, merger, amalgamation, compromise or reconstruction, or making any change in ownership or control or constitution of our Company, or in the shareholding or management or majority of directors, or in the nature of business of our Company; or making amendments to

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the Company's Memorandum and Articles of Association. This may restrict/ delay some of the actions / initiatives that our Company may like to take from time to time.

- h) We are exposed to various operational risks including the risk of fraud and other misconduct by employees or outsiders.**

Like other financial intermediaries, we also run the risk of various operational risks which include the risk of fraud or misconduct by our employees or even an outsider, unauthorized transactions by employees or third parties, misreporting and non-compliance of various statutory and legal requirements and operational errors. It may not be always possible to deter employees from the misconduct or the precautions we take to detect and prevent these activities may not be effective in all cases. Any such instances of employee misconduct or fraud, the improper use or disclosure of confidential information, could result in regulatory and legal proceedings and may harm our reputation and also our operations.

- i) We may not be able to attract or retain talented professionals required for our business.**

The complexity of our business operations requires highly skilled and experienced manpower. Such highly skilled personnel give us a competitive edge. Further the successful implementation of our growth plans would largely depend on the availability of such skilled manpower and our ability to attract such qualified manpower. We may lose many business opportunities and our business would suffer if such required manpower is not available on time. Though we have appropriate human resource policies in place, we may face the risk of losing our key management personnel due to reasons beyond our control and we may not be able to replace them in a satisfactory and timely manner which may adversely affect our business and our future financial performance.

- j) We may not be able to access funds at competitive rates and higher cost of borrowings could have significant impact on the scale of our operations and also profit margins.**

Our growing business needs would require us to raise funds through commercial borrowings. Our ability to raise funds at competitive rates would depend on our credit rating, regulatory environment in the country and the liquidity scenario in the economy. The developments in the international markets affect the Indian economy including the financial liquidity position. Our Company is exposed to the risk of liquidity in the financial markets. Changes in economic and financial conditions could make it difficult for the Company to access funds at competitive rates. Being an NBFC, we also face certain restrictions to raise money from international markets which are relatively cheaper sources of money and this further constrains our ability to raise cheaper funds.

- k) The Company faces increasing competition from other established banks and NBFCs. The successful implementation of our growth plans depends on our ability to face the competition.**

The Company's main competitors are established commercial banks and NBFCs. Over the past few years, the retail financing area has seen the entry of banks, both nationalized as well as foreign. Banks have access to low cost funds which enables them to enjoy higher margins and / or offer finance at lower rates. NBFCs do not have access to large quantities of low cost deposits, a factor which can render them less competitive.

- l) Any downgrade in our credit ratings could increase borrowing costs and adversely affect our access to capital and lending markets and could also affect our interest margins, business, results of operations and financial condition.**

The cost and availability of capital depends in part on our short-term and long-term credit ratings. Credit ratings reflect the opinions of ratings agencies on our financial strength, operating performance, strategic position and ability to meet our obligations. Certain factors that influence our credit ratings may be outside of our control. For example, our credit ratings may depend on the financial performance and business prospects

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of Hero MotoCorp Ltd. and its majority shareholding in our Company. Any downgrade in our credit ratings could increase borrowing costs and adversely affect our access to capital and debt markets, which could in turn adversely affect our interest margins, our business and results of operations. In addition, any downgrade in our credit ratings could increase the probability that our lenders impose additional terms and conditions to any financing or refinancing arrangements we enter into in the future.

Risks Relating to the Utilization of Issue Proceeds

m) Our management will have significant flexibility in applying proceeds of the Issue.

The funds raised through this Issue, after meeting the expenditures of and related to the Issue, will be used for our various activities, including but not restricted to, lending and investments, to repay our existing loans, our business operations including capital expenditure and working capital requirements. The Main Objects clause of the Memorandum of Association of the Company permits the Company to undertake the activities for which the funds are being raised through the present Issue and also the activities which the Company has been carrying on till date. Further as per the provisions of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, we are not required to appoint a monitoring agency and therefore no monitoring agency has been appointed for this Issue.

Risks Relating to the Debentures

n) Changes in general interest rates in the economy may affect the price of our NCDs.

All securities where a fixed rate of interest is offered, such as our NCDs, 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 our Debentures.

o) We are not required to maintain any Debenture Redemption Reserve (DRR) for the Debentures issued under this Disclosure Document.

No Debenture Redemption Reserve is being created for the issue of NCDs in pursuance of this Disclosure Document since creation of Debenture Redemption Reserve is not required for the proposed issue of Debentures. In accordance with rule (18)(7)(b)(ii) of Companies (Share Capital and Debentures) Rules 2014 clarifies that the Company need not create a Debenture Redemption Reserve for privately placed debentures.

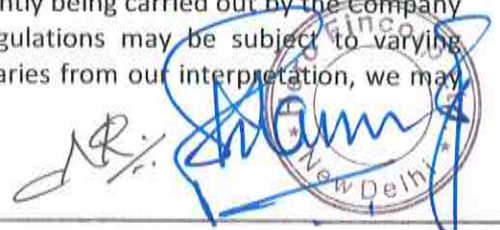
p) Any downgrading in credit rating of our Debentures may affect the value of Debentures and thus our ability to raise further debts.

Issuer cannot guarantee that the Company's ratings will not be downgraded. Such a downgrade in the credit ratings may lower the value of the NCDs and may also affect the Issuer's ability to raise further debt.

External Risk Factors

q) We are subject to regulatory and legal risk which may adversely affect our business.

The operations of an NBFC are subject to regulations framed by the RBI and other authorities including regulations relating to foreign investment in India. Compliance with many of the regulations applicable to the Company across jurisdictions including any restrictions on activities currently being carried out by the Company involve a number of risks, particularly in areas where applicable regulations may be subject to varying interpretations. If the interpretation of the regulators and authorities varies from our interpretation, we may



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be subject to penalties and the business of the Company could be adversely affected. We are also subject to changes in Indian laws, regulations and accounting principles. There can be no assurance that the laws governing the Indian financial services sector will not change in the future or that such changes or the interpretation or enforcement of existing and future laws and rules by governmental and regulatory authorities will not affect our business and future financial performance.

- r) **Our growth depends on the sustained growth of the Indian economy. An economic slowdown in India and abroad could have direct impact on our operations and profitability.**

Macroeconomic factors that affect the Indian economy and the global economic scenario have an impact on our business. The quantum of our disbursements is driven by the growth in demand for vehicles, loans to corporates, mortgages, etc. A slowdown in the economy as a whole can increase the level of defaults thereby adversely impacting the Company's growth plans and the quality of its portfolio.

- s) **Civil unrest, terrorist attacks and war would affect our business.**

Terrorist attacks and other acts of violence, war or conflicts, particularly those involving India or the major economies of the world may adversely affect Indian and global financial markets. Such acts may negatively impact business sentiment, which could adversely affect our business and profitability. This, in turn, could have a material adverse effect on the market for securities including the Debentures. The consequences of any armed conflicts are unpredictable, and we may not be able to foresee events that could have an adverse effect on our business and the price and yield of our NCDs.

- t) **Our business may be adversely impacted by natural calamities or unfavourable climatic changes.**

India, Bangladesh, Pakistan, Indonesia and other Asian countries have experienced natural calamities such as earthquakes, floods, droughts and a tsunami in recent years. Some of these countries have also experienced pandemics, including the outbreak of avian flu/ swine flu. The extent and severity of these natural disasters and pandemics determines their impact on these economies and in turn affects the financial services sector of which our Company is a part. Prolonged spells of abnormal rainfall and other natural calamities could have an adverse impact on the economies in which we have operations, which could adversely affect our business and the price of our NCDs.

- u) **Any downgrading of India's sovereign rating by an international rating agency(ies) may affect our business and our liquidity to a great extent.**

Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available. This could have an adverse effect on our financial performance and our ability to obtain financing to fund our growth on favourable terms, or at all.

Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of:

- | | | |
|------|---|--------------|
| i) | Statutory dues | : No Default |
| ii) | Debentures and interest thereon | : No Default |
| iii) | Deposits and interest thereon | : No Default |
| iv) | Loan from any bank or financial institution and interest thereon | : No Default |



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4) ISSUER INFORMATION

a. About the Issuer

Hero FinCorp Ltd.(HFCL) formerly Hero Honda Finlease Limited was incorporated under the provisions of Companies Act 1956 as a public company on December 16, 1991. The certificate of commencement of business of the Company was issued on January 13, 1992. Subsequently the name was changed from Hero Honda Finlease Limited to Hero FinCorp Limited after passing the necessary Special Resolution under Section 21 of the Companies Act, 1956 and a fresh Certificate of Incorporation bearing no. U74899DL1991PLC046774 was issued by the office of Registrar of Companies, NCT of Delhi and Haryana on July 26, 2011.

Name	Hero FinCorp Ltd.
Company Registration No.	U74899DL1991PLC046774
RBI Registration No.	14.00266
Date of Incorporation	December 16, 1991
Registered office	34, Community Centre, Basant Lok, Vasant Vihar, New Delhi 110 057
Corporate Office	9, Community Centre, Basant Lok, Vasant Vihar, New Delhi 110 057
Company Secretary and Compliance Officer	Mr. Tribhuwan K. Johari Company Secretary and Compliance Officer 9, Community Centre, Basant Lok, Vasant Vihar, New Delhi 110 057 Tel no: 011-4948 7197, Fax no: 011- 4948 7198 E-mail : tribhuwan.johari@herofincorp.com
CFO of the Issuer	Mr. Shyam Lal, Chief Financial Officer E-Mail: shyam.lal@herofincorp.com
Arranger to issue	-
Debenture Trustee	IL&FS Trust Company Limited The IL&FS Financial Centre, Plot C- 22, G Block, Bandra Kurla Complex, Bandra(E), Mumbai 400051
Registrar and Transfer Agents	Karvy Computershare Pvt. Ltd Karvy Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad – 500 032 Phone: 040 -6716 2222, Fax: 040- 2300 1153
Credit Rating Agency/ies for the Issuer	ICRA Limited Registered Office: 1105, Kailash Building, 11th Floor, 26, Kasturba Gandhi Marg, New Delhi 110001
Auditors of the Issuer	Deloitte Haskins & Sells, Chartered Accountants (Firm Registration No. 015125N) 7th Floor, Building 10, Tower B, DLF Cyber City Complex, DLF City Phase II, Gurgaon, Haryana 122002.




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b. Brief summary of Business/Activities of the Issuer and its line of Business

i. Overview of the Company and Business

Hero FinCorp Ltd. (HFCL) is registered as Non-Deposit accepting Non Banking Finance Company as per RBI Regulations with Registration No.14.00266. The company primarily deals in financing retail and corporate customers through products including two wheeler financing, term loans, working capital loans, loan against property, bill discounting, leasing, etc. The company is building a strong market presence in the products it is offering.

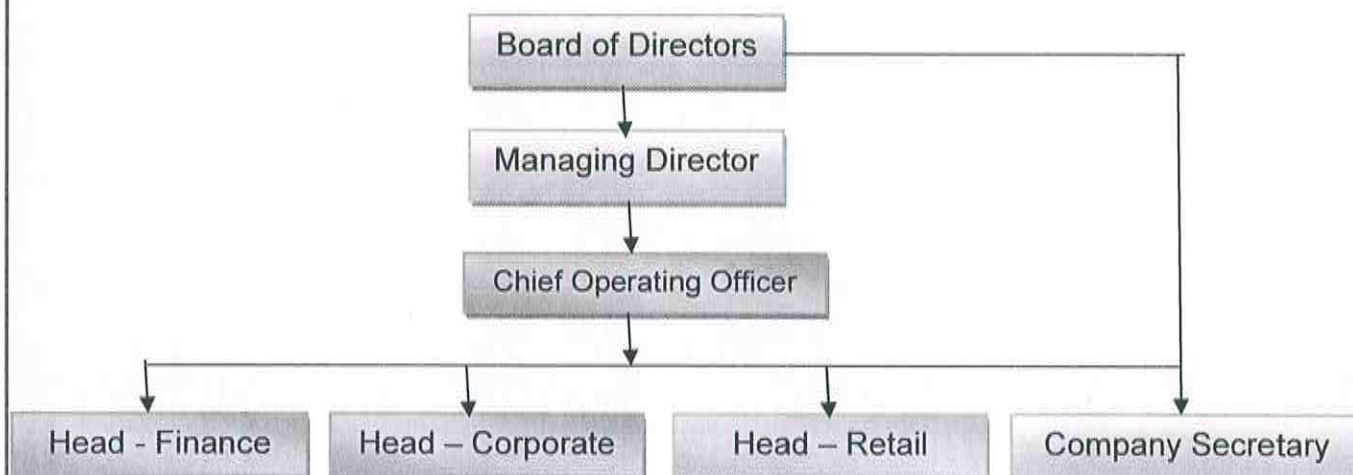
Retail Business - On the retail side, the Company primarily deals with financing of two-wheelers of Hero MotoCorp Ltd through the Dealerships and customer touch points of Hero MotoCorp Ltd. The customers are both salaried and self-employed

Corporate Business - The Company offers various products to its corporate customers such as working capital loans, term loans, bill discounting, leasing, loan against property and inventory financing. The target entities are small to mid market players having various financing needs.

Major Events

None

ii. Corporate Structure



List of subsidiaries: Company does not have any subsidiaries till date

iii. Key Operational and Financial Parameters

(₹ In Crore)

Parameters	31-03-2015	31-03-2014	31-03-2013
For Financial Entities			
Net Worth	551.43	217.47	208.84
Total Debt	2499.53	912.87	527.41
- Non Current Maturities of Long Term Borrowings	976.67	275.00	50.00
- Short Term Borrowings	1311.19	617.87	474.88
- Current Maturities of Long term Borrowings	211.67	20.00	2.53
Net Fixed Assets	78.96	69.02	71.01
Total Non Current Assets	1475.21	264.94	116.17
Cash & Bank Balance	11.22	6.70	2.10

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Current Investments		-	-
Total Current Assets	1666.03	900.98	635.57
Total Current Liabilities	1603.62	671.81	491.50
Assets Under Management*	3013.17	1067.12	664.90
Off balance sheet items	-	-	-
Interest Income	297.56	119.94	76.30
Interest Expenses	97.74	40.77	32.31
Provision for bad and doubtful debts	0.50	0.30	-
PAT	33.15	14.98	19.04
Gross NPA (%)	0.16%	-	-
Net NPA (%)	0.03%	-	-
Tier I Capital Adequacy	17.42%	18.08%	27.9%
Tier II Capital Adequacy	0.25%	0.30%	-

Gross Debt/Equity Ratio of the Company:-

(₹ In Crore)

Debt Outstanding as on 30.06.2015	2536
Net Worth as on 30.06.2015	561
Debt Equity Ratio before the issue of Debentures	4.52
Debt Equity Ratio after the issue of Debentures	4.70

* Assuming the entire offer will be subscribed

c. Brief history of the Issuer

Hero FinCorp Ltd.(HFCL) formerly Hero Honda Finlease Limited was incorporated by Hero MotoCorp Ltd. (formerly known as Hero Honda Motors Limited). The Company was initially started with a paid-up capital of ₹1 Crore. Later in the year 1992-93, the paid up capital was enhanced to ₹ 4.40 Crore. Further in the year 1993-94, the paid up capital was enhanced to ₹ 4.99 Crore. The paid up capital was increased to ₹ 9.05 Crore after due conversion of FCD issued on rights basis on March 31, 1996. It was further enhanced to ₹ 18.10 Crore in view of the allotment of equity shares in the ratio of 1:1 via the Rights Issue. In 2014 the paid up capital was further increased to ₹ 45.25 Crore. The company has an uninterrupted dividend paying record since inception.

i. Details of Share Capital as on 31.03.2015:-

Share Capital (₹)	
Authorized Share Capital	50,00,00,000
Issued, Subscribed and Paid-up Capital	45,25,00,000

ii. Changes in capital structure as on 31.03.2015 (for last five years):-

DATE OF ALLOTMENT	Increase in share capital (₹)	Share capital post issue(₹)	Particulars
05 th February 2013	9,05,00,000	18,10,00,000	Rights Issue in the ratio of 1:1
26 th June 2014	27,15,00,000	45,25,00,000	Rights Issue in the ratio of 3:2

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iii. Equity Share Capital history of the Company as on 30.06.2015

Date of allotment	No. of Equity Shares	Face Value (₹)	Issue Price (₹)	Nature of Payment	Nature of Allotment	Cumulative		
						No. Of equity shares	Paid-up Capital (₹)	Share Premium (₹)
20-12-1991	70	10	10	Cash	Issue to Subscribers of Memorandum	70	700	-
30-03-1992	10,00,000	10	10	Cash	Private Placement	10,00,070	1,00,00,700	-
19-05-1992	10,00,000	10	10	Cash	Private Placement	20,00,070	2,00,00,700	-
22-05-1992	13,16,800	10	10	Cash	Private Placement	33,16,870	3,31,68,700	-
10-06-1992	4,40,800	10	10	Cash	Private Placement	37,57,670	3,75,76,700	-
22-12-1992	4,58,400	10	10	Cash	Private Placement	42,16,070	4,21,60,700	-
26-02-1993	46,200	10	10	Cash	Private Placement	42,62,270	4,26,22,700	-
29-03-1993	1,36,400	10	10	Cash	Private Placement	43,98,670	4,39,86,700	-
29-09-1994	6,01,300	10	10	Cash	Private Placement	49,99,970	4,99,99,700	-
31-03-1996	40,50,030	10	15	Cash	Rights Issue	90,50,000	9,05,00,000	2,02,50,150
05-02-2013	90,50,000	10	115	Cash	Rights Issue	1,81,00,000	18,10,00,000	97,05,00,150
26-06-2014	2,71,50,000	10	115	Cash	Rights Issue	4,52,50,000	45,25,00,000	3,82,12,50,150

iv. Details of any Acquisition or Amalgamation in the last 1 year.

The Company has not made any acquisition or amalgamation during last one year.

v. Details of Re-organisation or Reconstruction in last 1 year.

No reorganization or reconstruction was done during the last one year.

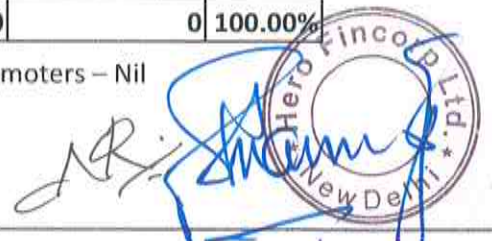
d. Details of shareholding of the Company as at the latest quarter end -

i. Shareholding pattern of the Company as on 30.06.2015:-

Equity Shares

HERO FinCorp Limited				
Shareholding Pattern as on June 30, 2015				
Sl. No.	Name & Address	Total No. of Shares	No. Of shares in de-mat form	%
1	Indian Promoter Group	3,92,25,350	0	86.69%
2	Bodies Corporate	57,900	0	0.13%
3	Indian Public	58,53,250	0	12.94%
4	HUF	1,13,500	0	0.25%
	Total	4,52,50,000	0	100.00%

Number of Equity Shares pledged or encumbered by the promoters – Nil



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ii. List of top 10 holders of equity shares of the Company as on 30.06.2015:-

Sl. No.	Name & Address	Total No. of Shares	No. Of shares in de-mat form	%
1	HERO MOTOCORP LTD	21579600	NIL	47.69
2	A/C BRIJMOHAN LAL OM PARKASH	9999900	NIL	22.10
3	HERO INVESTCORP LIMITED	2343600	NIL	5.18
4	BAHADUR CHAND INVESTMENT (P) LTD	2343600	NIL	5.18
5	HERO MOTOCORP LTD	330700	NIL	0.73
6	SANTOSH MUNJAL	323600	NIL	0.72
7	BRIJ MOHAN LAL MUNJAL	295400	NIL	0.65
8	HERO INVESTCORP LIMITED	180000	NIL	0.40
9	SANTOSH MUNJAL	180000	NIL	0.40
10	BRIJMOHAN LALL MUNJAL	180000	NIL	0.40
		37756400		83.44

e. Details regarding the directors of the Company:-

i. Details of current Directors of the Company as on 31.03.2015

S. No.	Name, Designation and DIN	Age (Years)	Address	Director of the Company since	Other Directorships
1	Mrs. Renu Munjal (Managing Director) DIN: 00012870	60	B-109, Greater Kailash, Part - 1, New Delhi - 110 048	19-08-2002 20-05-2010 20-05-2010 20-05-2010 20-05-2010 18-10-2012 01-06-2015	Easy Bill Private Limited Rockman Auto Private Limited Hero InvestCorp Private Limited Bahadur Chand Investments Private Limited Munjal Acme Packaging Systems Private Limited Hero Future Energies Private Limited Hero Electronix Private Limited
2	Mr. Pawan Munjal (Non-Executive Director) DIN: 00004223	60	N-87, Panchsheel Park, New Delhi - 110 017	01-04-1986 29-05-2010 28-05-2010 20-05-2010 18-10-2012 20-05-2010 25-08-2008	Hero MotoCorp Limited Rockman Industries Limited Hero Realty and Infra Limited Bahadur Chand Investments Private Limited Hero Future Energies Pvt. Limited Hero InvestCorp Pvt. Limited Indian School of Business
3	Mr. Brijmohan Lall Munjal (Non-Executive Director) DIN: 00004134	92	B-109, Greater Kailash, Part - 1, New Delhi - 110 048	15-10-1986 24-01-1984 29-05-2010 18-03-2008 16-03-2006 14-04-2011 01-09-2008 18-10-2012	Munjal Showa Limited Hero MotoCorp Limited Rockman Industries Limited Survam Infrastructure Limited BCM Energies Private Limited Bahadur Chand Investments Private Limited BML Investments Private Limited Hero Future Energies Pvt. Limited

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				14-04-2011 19-08-2002	Hero InvestCorp Pvt. Limited Easy Bill Private Limited
4	Mr. D. N. Davar (Non-Executive & Independent Director) DIN: 00002008	80	B5/82, Safdarjung Enclave, New Delhi - 110 029	26-05-1994 02-07-1994 13-08-1994 10-11-1994 16-08-1995 04-06-2004 28-09-2004 10-11-2004	OCL India Limited Sandhar Technologies Limited Mansingh Hotels And Resorts Limited HEG Limited Ansal Properties And Infrastructure Limited Adyar Gate Hotels Limited Maral Overseas Limited RSWN Limited Titagarh Wagons Limited
5	Mr. Pavninder Singh (Non-Executive & Independent Director) DIN: 03048302	38	NO. C 17, Third Floor, C -Block, Dhandraj Mahal, Chatarpati Shivaji Marg, Mumbai - 400001	30-10-2012	Himadri Chemicals & Industries Ltd

Note: a. None of the directors' names appear in the defaulters list.

b. Mr. Brijmohan Lall Munjal, Non-Executive Director and Chairman (emeritus) of Hero FinCorp Limited had passed away on November 1, 2015, making the total Board of Directors tally to four from five.

ii. Details of the change in Directors since last three years:-

S. No.	Name	Designation	DIN	Date of Appointment	Date of Cessation
1	Dr. M.A. Zahir	Non-Executive Director	00002973	30-Aug-95	18-Jul-12
2	Mr. Pavninder Singh	Non-Executive & Independent Director	03048302	26-May-14	-

f. Following details regarding the Auditors of the Company:-

i. Details of the Auditors of the Company:-

Name	Address	Auditor since
Deloitte Haskins & Sells, Chartered Accountants (Firm Registration No. 015125N)	7th Floor, Building 10, Tower B, DLF Cyber City Complex, DLF City Phase II, Gurgaon, Haryana 122002	w.e.f 19 th July 2013)

ii. Details of change in Auditors since last 3 years:-

Name	Address	Auditor till
M/s. S. S. Kothari Mehta & Co., Chartered Accountants	146-149, Tribhuvan Complex, First Floor, Block No. III, Ishwar Nagar, Mathura Road, New Delhi 110 065	19 th July 2013



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g. Details of borrowings of the Company as on quarter ending 30.06.2015:-

i. Details of Secured Loan Facilities:-

Lender's Name	Type of Facility	Sanctioned Amount	Outstanding Amount	Repayment Terms / Date
Axis Bank	CC	50	29	On Demand
Bank of America	CC	5	2	On Demand
Corporation Bank	CC	50	50	On Demand
Bank of America	WCDL	15	15	Bullet repayment on 31.08.2015
Bank of Tokyo Mitsubishi	WCDL	30	20	Bullet repayment on 02.07.2015
BNP Paribas	WCDL	15	15	Bullet repayment after 6 months on 01.07.2015
Deutsche Bank	WCDL	75	75	Bullet repayment after 12 Months on 09.02.2016
Royal Bank of Scotland	WCDL	150	100	Bullet repayment after 3 months on 29.09.2015
			50	Bullet repayment after 6 months on 30.11.2016
Citi Corp Finance	STL	120	60	Bullet repayment after 11 months on 24-02-2016
			60	Bullet repayment after 12 months on 03-07-2015
Axis Bank	Term Loan	200	167	Repayment in 12 quarterly installments
Bank of India	Term Loan	200	200	Repayment in 6 half yearly installments after a moratorium of 1 year
Corporation Bank	Term Loan	200	200	Repayment in 4 half yearly installments after a moratorium of 3 years
HDFC Bank	Term Loan	150	150	Repayment in 12 quarterly installment after a moratorium of 12 months
IDFC	Term Loan	200	200	Bullet repayment after 3 years of drawdown
Kotak Mahindra Bank	Term Loan	80	35	Repayment in 8 quarterly installments
Royal Bank of Scotland	Term Loan	50	50	Bullet repayment after 33 months on 30.11.2016

@CC- Cash Credit, WCDL – Working Capital Demand Loan, STL – Short Term Loan

Note: The above loans are secured by *Pari- Passu* charge on Receivables
Interest servicing is done monthly

ii. Details of outstanding Unsecured Loan Facilities as on June 30, 2015 :-

Lender's Name	Type of Facility	Amount Sanctioned (₹ in Crs.)	Principal Amount Outstanding (₹ in Crs.)	Repayment Date/Schedule
HDFC Bank	WCDL	100	50	28-07-2015
HDFC Bank	WCDL		50	07-07-2015
HDFC Bank	STL	150	50	07-07-2015
Bank of America	WCDL	15	15	31-08-2015



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iii. Details of Secured Non-Convertible Debentures (NCD):-

Debenture Series	Rate of interest on NCD	Amount (₹ Crs.)	Date of Allotment	Redemption Date	Credit Rating
Series 1	10.20% p.a.	50	03-10-2012	03-10-2015	AA+ / Stable by CRISIL & ICRA
Series 2	10.35% p.a.	100	18-11-2013	17-11-2016	AA+ / Stable by CRISIL
Series 3	8.96%	110	23-04-2015	23-04-2018	AA+/Stable by ICRA
	8.98%	20	23-04-2015	23-04-2020	AA+/Stable by ICRA
	Zero percent (8.96% on XIRR Basis)	10.4	23-04-2015	18-04-2018	AA+/Stable by ICRA
	Zero percent (8.96% on XIRR Basis)	3	23-04-2015	10-04-2018	AA+/Stable by ICRA

Note: The above loans are secured by *Pari-Passu* charge on Receivables

iv. List of Top 10 Debenture holders (primary subscribers)

Investor	Amount outstanding (₹ in Crs.)
Birla Sunlife MF	100
IDFC Ltd.	75
Oriental Insurance Company Ltd.	25
DSP Blackrock Liquidity Fund	25
Kotak Mahindra Trustee Company Ltd.	25
Birla Sunlife Insurance Company Ltd.	20
Tata MF	10.4
UTI Indian Fixed Income Fund Plc	10
Baroda Pioneer MF	3
Total	293.4

v. Corporate Guarantee issued by the Issuer:-

None

vi. Details of Commercial Papers outstanding :-

Maturity date	Amount outstanding (₹ in Crore)
30-04-2015	100
15-05-2015	100
21-05-2015	200
03-06-2015	75
05-06-2015	125
Total	600

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- vii. Details of rest of the borrowings (if any including hybrid debt like FCCV, Optionally Convertible Debentures / Preference Shares) outstanding:-
NIL
- viii. Details of all default/s and/or delay in payment of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantees issued by the Company, in the past 5 years:-
NIL
- ix. Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option:-
NIL
- x. Particulars of debt securities issued
- (i) for consideration other than cash, whether in whole or part, - Nil
 - (ii) at premium and discount – Rs. 13.4 Crore
 - (iii) in pursuance of an option. – Nil

h. Details of Promoters of the Company as on 31.03.2015:-

Sr. No.	Name of the Shareholders	Total No. of Equity Shares	No. of Shares in Dematerialised Form	Total Shareholding as % of total no of Equity Shares	No. of Equity Shares Pledged	% of Shares pledged with respect to shares owned
1	HERO MOTOCORP LTD	21910300	Nil	48.42	Nil	Nil
				48.42		

i. Profits for the 3 financial years preceding the date of circulation of offer letter

(₹ in Crs.)

Year	Profit Before Tax	Provision for Tax	Profit After Tax
F.Y. 2014-15	50.20	17.05	33.15
F.Y. 2013-14	22.84	7.86	14.98
F.Y. 2012-13	28.39	9.33	19.06

j. Dividend declared and interest coverage ratio (Cash profit after tax plus interest paid / interest paid) for the said financial years;

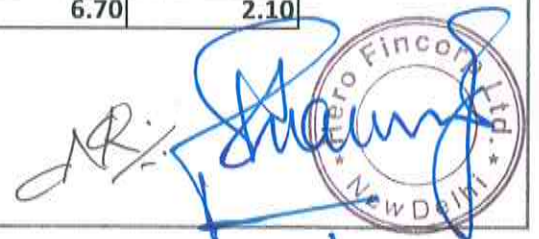
Year	Dividend	Interest Coverage Ratio
F.Y. 2014-15	Rs. 2 per share	1.49
F.Y. 2013-14	Rs. 3 per share	1.65
F.Y. 2012-13	Rs. 3 per share	1.92



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k. Abridged version of latest Audited Standalone financial information for the last three years:-

		₹ in Crore		
A	BALANCE SHEET (as on March 31)	2015	2014	2013
1	Equity and Liabilities			
1.1	Share Capital	45.25	18.10	18.10
1.2	Reserves and Surplus	506.18	199.37	190.74
1.3	Other Non-Current Liabilities	986.19	276.64	51.40
1.6	Current Liabilities	1603.62	671.81	491.50
1.7	Total	3141.24	1165.92	751.74
2	Assets			
2.1	Fixed Assets (including Capital Work-in-progress)	78.96	69.02	71.01
2.2	Other Non-Current Assets	1396.25	195.92	45.16
2.3	Current Assets	1666.03	900.98	635.57
2.4	Total	3141.24	1165.92	751.74
B	STATEMENT OF PROFIT AND LOSS	FY 2014-2015	FY 2013-2014	FY 2012-2013
1	Income			
1.1	Revenue from Operations	297.56	119.94	76.30
1.2	Other Income	1.06	0.88	2.87
2	Expenditure	136.07	45.83	7.90
3	Earnings before Interest, Tax, Depreciation and Amortization (EBITDA) – Includes exceptional items	162.55	74.99	71.26
4	Depreciation and Amortization	14.61	11.38	10.57
5	Finance Costs	97.74	40.77	32.31
6	Profit before Tax (PBT)	50.20	22.84	28.38
7	Tax	17.05	7.86	9.33
8	Profit after Tax (PAT)	33.15	14.98	19.06
C	CASH FLOW STATEMENT			
1	Net Cash from Operating Activities	(1763.20)	(330.50)	(259.09)
2	Net Cash from / (used in) Investing Activities	(17.95)	(8.62)	(20.76)
3	Net Cash from / (used in) Financing Activities	1785.67	343.72	280.53
4	Net increase / (decrease) in Cash and Cash Equivalents	4.51	4.60	0.68
5	Opening balance of Cash and Cash Equivalents	6.70	2.10	1.42
6	Transferred pursuant to Scheme of Arrangement		-	-
7	Closing balance of Cash and Cash Equivalents	11.21	6.70	2.10



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l. Material Developments at the time of issue

Any Material events / developments 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 investors decision to invest / continue to invest in the debt securities.

No material event/ development or change has occurred between the date of latest year end and the date of Issue which may affect the Issue or the Debenture holders' decision to invest / continue to invest in the debt securities.

m. Debenture Trustee

IL&FS Trust Company Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment and a copy of the consent letter is enclosed as Annexure 1 to this Disclosure Document. The Company will enter into a Trusteeship Agreement / Debenture Trust Deed, *inter-alia*, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debentures.

The Debenture holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorised the Debenture Trustee or any of their Agents or authorised officials to do, *inter alia*, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of this Disclosure Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company pro tanto to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

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

n. Credit Rating of Debentures

The Debentures are rated as “[ICRA] AA+ (stable)” Pronounced ICRA double A Plus.

This indicates “Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk”.

The rating letter(s) as released by Credit Rating Agency is attached as Annexure 2 at the end of this document.

o. Guarantee or comfort for the Debentures

The Debentures are not backed by any guarantee or letter of comfort or any other document / letter with similar intent by any party.

p. Consent from Debenture Trustee

A handwritten signature in blue ink is written over a circular stamp. The stamp contains the text "Fincorp Ltd." and "FINCORP LTD." around the perimeter. The signature is written in a cursive style.

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Copy of consent letter from the Debenture Trustee is attached as Annexure 1.

q. Listing of Debentures

The Debentures are proposed to be listed on National Stock Exchange of India Ltd.('NSE'), being the Designated Stock Exchange. The Company will get the NCDs listed within 15 days from the deemed date of allotment of the said NCDs.

r. Other Details

1) **DRR creation** – According to rule 18 7(b(ii)) of the companies (share capital and debentures) rules, 2014, no Debenture Redemption Reserve is required to be created in the case of privately placed debentures by the company which is a NBFC registered with the RBI under Section 45-IA of the RBI (Amendments) Act,1997.

The Company maintains a reserve fund under section 45 – I C of the Reserve Bank of India Act, 1934 by transferring 20% of its profits as per the provisions of the RBI Act 1934.

2) **Issue/ instrument specific regulations** – Relevant section/s of Companies Act, 2013, including Section 179, 180(1)(c), Section 180(1)(a) and Section 77. The Debentures shall also be subject to the applicable provisions of the Depositories Act, 1996 and the laws as applicable, guidelines, notifications and regulations relating to the allotment and issue of capital and listing of securities issued from time to time by Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI), concerned Stock Exchange or any other authorities and other documents that may be executed in respect of the Debentures.

3) **Date of passing of board resolution** : Board Resolution dated August 11 2015

4) **Date of passing of resolution by way of Postal Ballot, authorizing the offer of securities** : 06 July 2015

5) **Name and address of the valuer who performed valuation of the security offered** : Not Applicable

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5) DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.

- (i) Any Financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons.

Nil

- (ii) Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action:

Nil

- (iii) Remuneration of directors (during the current year and last three financial years)

F.Y. 2014-15	Please refer to page 26 of the section on "Corporate Governance Report" in the Annual report of FY 2014-15 of the Company attached.
F.Y. 2013-14	Please refer to page 22 of the section on "Corporate Governance Report" in the Annual report of FY 2013-14 of the Company attached.
F.Y. 2012-13	Please refer to page 15 of the section on "Corporate Governance Report" in the Annual report of FY 2012-13 of the Company attached.

- (iv) Related party transactions entered during the last three financial years immediately preceding the year of circulation of offer letter including with regard to loans made or, guarantee given or securities provided

F.Y. 2014-15	Please refer Note no. 30 to the financial statements as appearing on page 69 of the Annual report of FY 2014-15 of the Company attached.
F.Y. 2013-14	Please refer Note no. 30 to the financial statements as appearing on page 55 of the Annual report of FY 2013-14 of the Company attached.
F.Y. 2012-13	Please refer Note no. 38 to the financial statements as appearing on page 55 of the Annual report of FY 2012-13 of the Company attached.

- ii. Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of offer letter and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.

Nil

- iii. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of offer letter in the case of company and all of its subsidiaries, Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the offer letter and if so, section-wise details thereof for the company and all of its subsidiaries

Nil

- iv. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company

Nil



6) APPLICATION PROCESS

How to apply?

All Application Forms, duly completed, must be in the prescribed form (enclosed) and completed in BLOCK CAPITAL LETTERS in English and as per the instructions contained therein. Investors shall remit their subscription money by way of RTGS/NEFT/ Account Transfer or any other acceptable mode in such a way that the credit has to come in Company's bank account on the pay in date before close of banking hours. In case, the credit is not received in the account the application would be liable to be rejected. Company assumes no responsibility for non receipt of application money due to any technical reasons. The details of the current account are as follows –

Name of the Bank	The Royal Bank of Scotland N.V.
Address of the Bank	Hansalaya Building, 15, Barakhamba Road, New Delhi-110001
IFS Code	ABNA0100312
Bank Account No.	6223540
Name of the Beneficiary	Hero Fincorp Ltd.

Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

- Memorandum and Articles of Association along with Certificate of Incorporation / Documents Governing Constitution
- Board Resolution / letter authorizing the investment and containing operating instructions
- Certified true copy of the Power of Attorney
- PAN card
- Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) – both on Interest on Application Money as well as annual interest payments
- Specimen signature of the authorised signatories, duly certified by an appropriate authority
- SEBI Registration Certificate (for Mutual Funds)
-

Who can invest /apply?

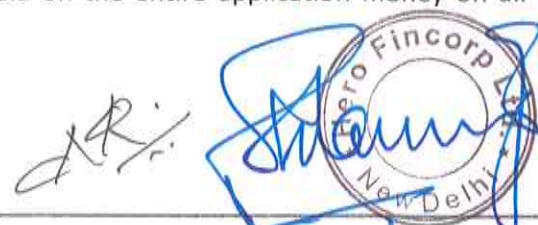
The investors, when specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the Term Sheet. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate 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 branch where the application has been submitted failing which the applications are liable to be rejected.

Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or reenactment thereof) and will be paid on the entire application money on all valid applications.



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Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.

No interest on application money would be payable in cases of invalid applications.

Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income –tax Act, 1961.

Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

PAN/GIR Number

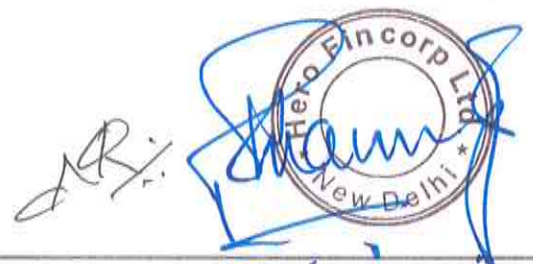
All Applicants should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle / Ward / District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

Signatures

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorised official of a Bank or by a Magistrate/Notary Public under his/her official seal.

Date of Subscription

Date of Subscription shall be the date of realization of proceeds of subscription money in the bank account of the Company.

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7) MATERIAL CONTRACTS, AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS

Material Contracts - By very nature and volume 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 and agreements involving financial obligations of the Company. Copies of these contracts together with the copies of documents referred to in Para B may be inspected at the Registered Office of the Company between 10.00 a.m. and 12.00 noon on any working day until the Issue Closing Date.

- (i) Memorandum and Articles of Association of the Company.
- (ii) Certificate of Registration issued by Reserve Bank of India under Section 45IA of Reserve Bank of India Act 1934.
- (iii) Shareholders' Resolution dated July 6, 2015 authorizing the board including any committee of the Board to make offers or invitations to the eligible persons to subscribe to the NCDs of the company on private placement basis and Board Resolution dated August 11, 2015 authorising issue of Debentures offered under terms of this Disclosure Document.
- (iv) Consent letter from IL&FS Trust Company Limited for acting as Debenture Trustee for and on behalf of the Debenture holders.
- (v) Consent letter from Karvy Computershare Pvt. Ltd. for acting as Registrars and Transfer Agents to the Issue.
- (vi) Letter from ICRA conveying the credit rating for the Debentures of the Company.
- (vii) Tripartite Agreement between the Company, National Securities Depository Limited ("NSDL") and the Registrar for the Issue of Debentures in dematerialised form.
- (viii) Tripartite Agreement between the Company, Central Depository Services (India) Limited ("CDSL") and the Registrar for the Issue of Debentures in dematerialised form.
- (ix) Annual Reports of the Company for last three years.



8) BASIC TERMS OF THE PRESENT OFFER

Refer Issue Details / Term sheet for issue specific details.

Minimum Subscription

Minimum subscription is not applicable for privately placed debentures.

Deemed Date of Allotment

All benefits related to the Debentures will be available to the allottees from the Deemed Date of Allotment. The actual allotment of the Debentures 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 to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

Market Lot

Market lot will be one debenture

Contributions being made by the promoters or directors either as part of the offer or separately in furtherance of such objects

None

Security

The Debentures are proposed to be secured by first pari-passu charge on receivables of company to the extent of 1.00 time of issue size at all times until maturity.

The Debenture repayment, interest thereon, Trustees' remuneration and all other monies relating thereto shall be secured by way of first pari-passu charge on Receivables to the extent of security cover. The above mentioned security will be created in favour of the Trustees in terms of RBI Circular No. DNBD (PD) CC No. 330 /03.10.001/2012-13 dated June 27, 2013 and clarification bearing No. DNBS(PD) CC No.349/03.10.001/2013-14 dated July 2, 2013.

Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Disclosure Document. The Company has entered in to Depository Arrangements with NSDL and CDSL for dematerialization of the Securities.

Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful allottee(s) having Depository Account shall be credited to their Depository Account.

Undertaking- Common Form of Transfer

The Company hereby undertakes that it shall use a common form of transfer for all NCDs issued by the Issuer

Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

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Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

Succession

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder 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. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

Governing law

The Debentures shall be construed to be governed in accordance with Indian Law. The competent Courts at Delhi alone shall have jurisdiction in connection with any matter arising out of or under these precincts. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed / Trustee Agreement.

Record Date

The Record Date for the Debentures shall be 15 calendar days prior to the date of each of the Coupon Payment Date and/or the Redemption Date, as the case may be. In case the Record Date falls on non-Business Day, the day prior to the said non-Business Day will be considered as the Record Date.

Interest and/or Redemption Amount shall be paid to the person whose name appears as sole / first in the register of Debenture holders at the close of the Record Date. In the event of the Company not receiving any notice of transfer at least 15 days before the respective due date of payment of interest and at least 15 days prior to the Redemption Date, as the case may be, the transferees of the Debentures shall not have any claim against the Company in respect of interest and/or Redemption Amount so paid to the registered Debenture holders.

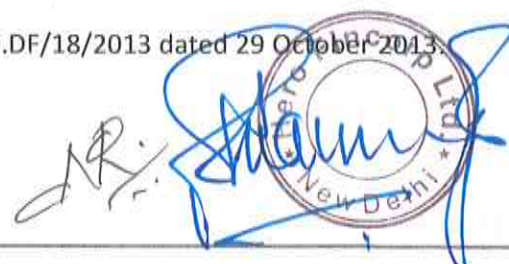
In case of those Debentures for which the beneficial owner is not identified by the Depository at the close of the Record Date, the Company would keep in abeyance the payment of interest or other benefits, till such time that the beneficial owner is identified by the Depository and conveyed to the Company, whereupon the interest or benefits will be paid to the beneficiaries, as identified, within a period of 30 days from the date of such notification by the Depository.

List of Debenture holders / Beneficiaries

The Company shall request the Depository to provide a list of Debenture holders at the close of the Record Date. This shall be the list, which shall be considered for payment of interest or Redemption Amount, as the case may be.

Effect of Holidays

Payment convention to be followed as per SEBI circular CIR/IMD.DF/18/2013 dated 29 October 2013.

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Deduction of Tax at Source (TDS)

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source on payment of interest or any other sums payable in respect of the Debentures. For seeking TDS exemption/lower rate of TDS, relevant certificate(s)/ document(s) must be lodged at least 15 days before the Coupon Payment Date (s) with the Registrar or to such other person(s) at such other address (es) as the Company may specify from time to time through suitable communication. Tax exemption certificate/ declaration of non-deduction of TDS on Interest on Application Money, should be submitted along with the Application Form. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder(s) a Certificate of Tax Deduction at Source.

Regarding deduction of tax at source and the requisite declaration forms to be submitted, prospective investors are advised to consult their own tax consultant(s).

Payment on Redemption

The Debentures shall be redeemed at the end of the Tenor ("Redemption Date"), as mentioned in the Issue Details. The Debentures will be redeemed at par.

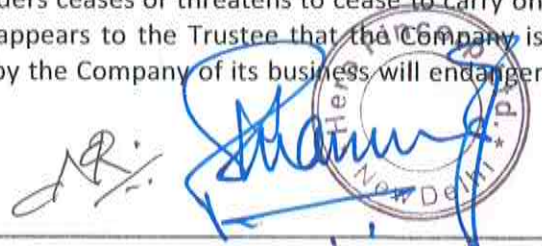
The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures held in the dematerialized form shall be taken as discharged on payment of the Redemption Amount on Redemption Date to the registered Debenture holders whose name appear in the list given by the Depository to the Company at the close of the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture holders.

Payment of Redemption Amount will be made by way of Cheque / DD / RTGS / NEFT / Electronic mode and any other prevailing mode of payment in the name of Debenture Holder(s) whose name appears on the list given by the Depository to the Company at the close of the Record Date. Cheque / DD will be dispatched to the Debenture holder(s) by Courier / Registered Post / Hand Delivery, in accordance with the existing rules / laws at the sole risk of the Debenture holder(s) to the sole holder(s) / first named holder(s) at the address registered with the Company.

Events of Default

The whole of the principal moneys shall be deemed forthwith to have become due and payable and the security hereby constituted shall become enforceable in each and every one of the following events and the Trustees may in their discretion and / or shall upon request in writing of the holders of the Debentures of an amount representing not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding or by a Special Resolution duly passed at the meeting of the Debenture holders by three-fourth majority of votes and by a notice in writing to the Company declare the principal amount of the Debenture and all accrued interest thereon to be due and payable forthwith and the security created hereunder shall become enforceable.

- a) If the Company makes default in the payment of principal moneys and accrued interest which ought to be paid in accordance with the financial covenants contained in the Third Schedule to these presents.
- b) If the company makes two consecutive defaults in the payment of any interest hereby secured on the date when such interest is by these presents made payable
- c) If an attachment distress or execution is levied upon any part of the mortgaged premises or any other property of the Company not hereby mortgaged or execution proceedings have been taken or commenced for recovery of any dues from the Company or if a Receiver of the Company's undertaking or property or any part thereof is appointed and such distress or execution is not satisfied or such Receiver not discharged within thirty days from the date of the levy or the appointment of the Receiver as the case may be.
- d) If the company without the consent of the debenture holders ceases or threatens to cease to carry on its business or gives notice of its intention to do so or if it appears to the Trustee that the Company is carrying on business at such a loss, the further continuation by the Company of its business will endanger the security of the debenture holders.



The Registrar,
New Delhi.

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- e) If an order shall be made or an effective resolution passed for winding up the Company.
- f) If the Company commits a breach of any of the covenants, conditions or provisions herein contained and / or financial covenants and conditions on its part to be observed and performed.
- g) If the Company shall make any alteration in the provision of its Memorandum & Articles of Association which in the opinion of the Trustee is likely detrimental or affect the interest of the debenture holders and shall upon demand by the Trustees refuse or neglect or be unable to rescind such alteration.
- h) If, there is reasonable apprehension that the Company is unable to pay its debts or proceedings for taking it into liquidation, either voluntarily or compulsorily may be or have been commenced.
- i) If the mortgaged property has not been kept insured or has depreciated in value to such extent that in the opinion of the Trustees, further security should be given and on advising the Company to that effect such security has not been given to the Trustees to their satisfaction.
- j) 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.
- k) The Company is unable or has admitted in writing its inability to pay its debts as they mature.
- l) When there is default in payment of interest and / or principal to the debenture-holders, if the Company creates or purports or attempts to create any charge, sale or mortgage on the premises hereby charged, without the consent, in writing, of the Trustees.
- m) If at any time it appears from the Balance Sheet of the Company or the Trustee shall certify in writing, that in their opinion the liabilities of the Company exceed its assets including its uncalled capital or that the Company is carrying on its business at a loss.
- n) If in the opinion of the Trustees and the Debenture holders, the Security of the Debentures is in jeopardy.
- o) When an order has been made by the Tribunal or a special resolution has been passed by the members of the Company for winding up of the company.

Future Borrowings

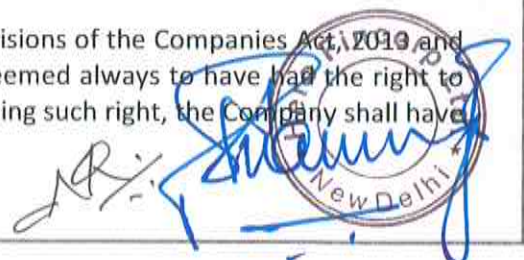
The Company will be entitled to borrow/raise loans or avail of financial assistance in whatever form including issue of Debentures/ other securities in any manner having such ranking in priority, pari-passu or otherwise and change the capital structure including the issue of shares of any class, on such terms and conditions as the Company may think appropriate, without having any need to obtain the consent of, or intimation to, the Debenture holders or the Trustees in this connection.

Purchase/ Sale of Debentures

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

Right to Re-Issue of Debentures

Where the Company has redeemed any Debentures, subject to provisions of the Companies Act, 2013 and other applicable provisions, the Company shall have and shall be deemed always to have had the right to keep such Debentures alive for the purpose of re-issue and in exercising such right, the Company shall have


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and shall be deemed always to have had the power to re-issue such Debentures as per the provisions of law either by reissuing the same Debentures or by issuing other debentures in their place in either case, at such 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.

Tax Benefits to the Debenture holders

The holder(s) of the Debentures are advised to consider in their own case, the tax implications in respect of subscription to the Debentures after consulting their own tax advisor/ counsel.

Consents

The consents in writing of Registrar to the Issue and the Debenture Trustee to act in their respective capacities have been obtained.

Sharing of Information

The Company may, at its option, use on its own, as well as exchange, share or part with any financial or other information about the Debenture holders available with the Company, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Company nor its subsidiaries and affiliates or their agents shall be liable for use of the aforesaid information.

Debenture holder not a Shareholder

The Debenture holders will not be entitled to any of the rights and privileges available to the Shareholders of the Company.

Modification of Rights

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated by the Company, with the consent, in writing, of those Debenture holders who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture holders as may be prescribed in the Trusteeship Agreement / Debenture Trust Deed, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.

Notice(s)

All notices to the Debenture holder(s) required to be given by the Company or the Debenture Trustee from time to time, shall be deemed to have been given if sent by registered post / by courier to the sole / first allottee or the sole / first Debenture holder of the Debentures, as the case may be, or if published in one English newspaper.

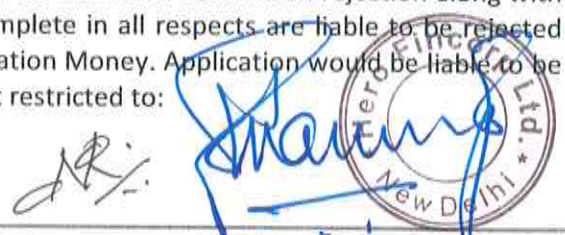
All notice(s) to be given by the Debenture holder(s) shall be sent by registered post, courier or by hand delivery to the Company or to such persons at such address as may be notified by the Company from time to time through suitable communication.

Disputes and Governing Law

The Debentures are governed by and shall be construed in accordance with the existing Laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the Courts at Delhi in India.

Right to Accept or Reject Applications

The Company reserves full, unqualified and absolute right to accept or reject any application, in part or in full, without assigning any reason thereof. The applicants will be intimated about such rejection along with the refund warrant. The Application Forms that are not complete in all respects are liable to be rejected and such applicant would not be paid any Interest on Application Money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

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- a. Bank account details not given;
- b. Details for issue of debentures in electronic/ dematerialized form not given;
- c. PAN not mentioned in appropriate place.
- d. In case of applications under Power of Attorney by limited companies, corporate bodies, etc. relevant documents not submitted;

In the event of number of Debentures applied for are not allotted in full, the excess application money of such applicant will be refunded, as may be permitted.

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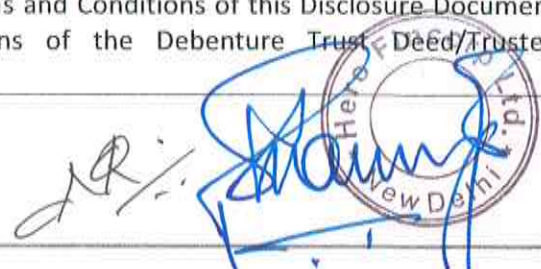
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9) ISSUE DETAILS / TERM SHEET

Security Name	Hero FinCorp Ltd. Secured Redeemable Non Convertible Debenture (NCD) – (Issue Series No. HFCL/NCD/008)
Issuer	Hero FinCorp Limited
Type of Instrument	Secured Listed Redeemable Non Convertible Debenture
Rating	AA+ Stable by ICRA. This rating indicates [high degree of safety regarding timely payment of financial obligations].
Face Value	₹10,00,000 (Rupees Ten Lakhs)
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private Placement
Eligible Investors	Companies and Bodies Corporate including – Public Sector Undertakings Commercial Banks including Regional Rural Banks Financial Institutions Insurance Cos Mutual Funds Trusts Provident / Pension / Super-Annuation / Gratuity Funds Venture Capital Funds National investment funds Any other investor authorized to invest in these Debentures.
Listing	Proposed to be listed on the WDM Segment of NSE within a maximum period of 15 days from the date of allotment. As per the SEBI circular CIR/IMD/FIC/18/2010 dated November 26, 2010 and RBI circular No. 89 dated March 1, 2012, SEBI registered FIs/sub-accounts of FIs can invest in primary issues of Non-Convertible Debentures(NCDs)/ bonds only if listing of such bonds / NCDs is committed to be done within 15 days from the deemed date of allotment. In case the issue is not listed within 15 days from the deemed date of allotment, HFCL shall immediately redeem / buy-back the said securities from the FIs / sub-accounts of FIs.
Issue Size	₹20 Crore (Rupees Twenty Crore only) with an option to retain additional subscription up to ₹80 Crore aggregating to ₹100 Crore
Option to retain oversubscription	Retain additional subscription up to ₹80 Crore
Objects of the Issue	To augment long term resources of the company. The proceeds from the issue will be utilized for general business purpose including for various financing activities, to repay the existing loans, investment for liquidity requirements, capital expenditure and working capital needs.
Utilisation of the Proceeds	The proceeds will be utilized in-line with the objects of the issue.
Day Count Basis	Actual / Actual Interest shall be computed on an “actual/actual basis”. Where the interest period includes February 29, interest shall be computed on 366 days-a-year basis
Interest on Application Money	Interest on application money will be paid to investors at coupon rate, from and including the date of realization of Cheque(s)/RTGS up to but excluding the Deemed Date of Allotment. The same to be paid within 7 days from the Deemed Date of Allotment.
Default Interest Rate	2% p.a. over the coupon rate will be payable by the Company for the defaulting period, for any default of its obligations under the terms and conditions of the Disclosure Document and/or the Debenture Trust Deed.

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Issue Price	At par
Discount at which security is issued and the effective yield as a result of such discount	N.A.
Put Option Date / Price	N.A.
Call Option Date / Price	N.A.
Step Up/ Step Down Coupon	N.A.
Coupon reset process	N.A.
Minimum Application in multiples thereafter	10 NCDs (₹1 Crore) and Multiples of 1 NCD(₹ 0.1 Crore) thereafter
Issue Timing:	
1. Issue Opening Date	December 16 , 2015
2. Issue Closing Date	December 16 , 2015
3. Pay – in – Date	December 16 , 2015
4. Deemed Date of Allotment	December 16 , 2015
Issuance mode of the Debentures	Dematerialized Mode
Trading Mode of the Debentures	Demat Mode
Settlement Mode of the Debentures	Payment of interest/principal/redemption premium will be made by way of RTGS transfer/NEFT.
Depository	NSDL & CDSL
Business Day Convention	Business Day means a day which is not a Saturday, Sunday or a public holiday and on a day when there is RTGS/ NEFT/ ECS clearing facility in Delhi. If any interest payment date is not a Business Day, interest will be payable on the following Business Day which shall be the interest payment date. If any principal payment date is not a Business Day, principal and accrued interest will be payable on the previous Business Day which shall be the principal payment date.
Record Date	15 Days prior to each Coupon Date/Redemption Date
Security	Secured by first pari-passu charge on receivables of company to the extent of 1.00 time of issue size at all times until maturity. The security will be created within the prescribed time limit.
Transaction Documents	1. Disclosure Document/Information Memorandum 2. Debenture Trust Deed
Conditions Precedent to Disbursement	Nil
Conditions Subsequent to Disbursement	Nil
Early redemption option with debenture holders	As set out in the Offer Document
Event of Defaults	As set out in the Offer Document
Provisions related to Cross Default	N.A.
Debenture Trustee	IL&FS Trust Company Limited
Roles and Responsibilities of Debenture Trustee	As defined in the debenture trust deed
Governing Law and Jurisdiction	The Debentures shall be construed to be governed in accordance with Indian Laws. The competent courts at Delhi alone shall have jurisdiction in connection with any matter arising out of or under these precincts. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions of this Disclosure Document And Terms and Conditions of the Debenture Trust Deed/Trustee Agreement.



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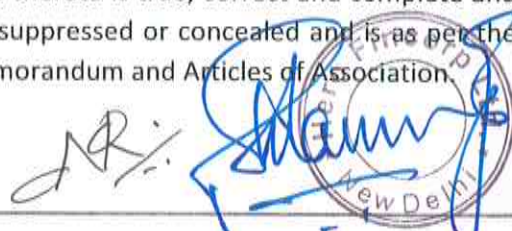
Cash Flows	
Redemption Date	Friday, 14-Dec-2018
Tenor (Days)	1094 Days
Coupon Payment Frequency	Annual
Coupon Type	Fixed / Simple Interest
Redemption amount per NCD	₹10,00,000/-
Coupon Rate	8.65%
YTM (On XIRR basis)	NA
Redemption Premium	NA
Cash Inflow per NCD December 16, 2015	₹10,00,000/-
Cash Outflow per NCD – Interest	
1 st Coupon - Date	December 16, 2016
No. of days	366
Amount	₹86,500/-
2 nd Coupon - Date	December 15, 2017
No. of days	364
Amount	₹86,263/-
3 rd Coupon - Date	December 14, 2018
No. of days	364
Amount	₹86,263/-
Cash Outflow per NCD – Redemption	Friday, 14-Dec-2018 ₹10,00,000/-

- *The Issuer reserves the right to change the Issue Closing Date and in such event, the Date of Allotment for the Debentures may also be revised by the Issuer at its sole and absolute discretion. In the event of any change in the above issue program, the Issuer will intimate the investors about the revised issue schedule.*

A DECLARATION BY THE DIRECTORS THAT –

- the company has complied with the provisions of the Act and the rules made thereunder;
- the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government;
- the monies received under the offer shall be used only for the purposes and objects indicated in the Offer letter;

We are authorized by the Board of Directors of the Company vide resolution dated August 11, 2015 to sign this Information Memorandum (IM) and declare that all the requirements of Companies Act, 2013 and the rules made there under in respect of the subject matter of this IM and matters incidental thereto have been complied with. Whatever is stated in this IM and in the attachments thereto is true, correct and complete and no information material to the subject matter of this IM has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

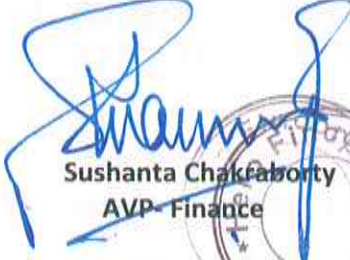



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It is further declared and verified that all the required attachments have been completed, correctly and legibly attached to this form.

Place: New Delhi

Date: December 15, 2015


Sushanta Chakraborty
AVP - Finance


For Hero FinCorp Limited


Nipun Kapur
Head - Strategy


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ANNEXURE 1 - CONSENT FROM DEBENTURE TRUSTEE

Ref. No.: 5903

December 14, 2015

Hero FinCorp Limited
9 Basant Lok, Vasant Vihar,
New Delhi - 110057



ITCL

IL&FS Trust Company Limited

Kind Attention: Mr. Shyam Lal, Sr. VP & CFO

Sub : Consent to act as Debenture Trustee for the issue of Secured, Listed, redeemable, non convertible debentures of the nominal value of INR 10,00,000/- (Rupees Ten Lakhs only) each up to Rs. 20,00,00,000 (Rupees Twenty Crores) (hereinafter referred to as the "Debentures"), with an Option to retain over subscription up to Rs. 80,00,00,000 (Rs. Eighty Crores) aggregating to INR 100,00,00,000 (Rupees One Hundred Crores only) by Hero FinCorp Limited (Company)

Dear Sir,

This is with reference to our discussion regarding appointment of IL&FS Trust Company Limited (ITCL) for the issue of Listed, Secured, Rated, Redeemable NCDs of face value of Rs. 10,00,00,000 each up to Rs. 20,00,00,000 (Rupees Twenty Crores Only) with an Option to retain over subscription up to Rs. 80,00,00,000 (Rs. Eighty Crores) aggregating to INR 100,00,00,000 (Rupees One Hundred Crores only) to be issued by the Company. In this regards, we do hereby give our consent to act as the Debenture Trustee subject to the Company agreeing to the following conditions.

1. The Company shall create security to secure the aforesaid NCDs on such terms and conditions as disclosed in the Debenture Trustee Agreement (DTA) dated December 11, 2015 and execute requisite documents as agreed upon by the Company under the DTA
2. The Company shall pay Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration as stated in appointment letter dated December 11, 2015 for the services as Debenture Trustee in addition to all legal, travelling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with
3. The Company shall comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/DOF-1/Bond/2009/11/05 dated 11/05/2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26th November, 2009, the Companies Act, 2013 and other applicable provisions as amended from time to time and agrees to furnish to Trustee such information in terms of the same on regular basis

Sincerely,
For IL&FS Trust Company limited

Authorized Signatory



Regd. Office : IL&FS Financial Centre, Plot No. C - 22, G Block, 7th Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, INDIA
Bangalore Office : IL&FS Trust Company Ltd., AL-Latheef, 1st Floor, No. 2 Union Street, Off Infantry Road, Bangalore - 560001, INDIA
New Delhi Office : IL&FS Trust Company Ltd., A-268, 1st Floor, Bhishm Pitamah Marg, Defence Colony, New Delhi - 110024, INDIA
Kolkata Office : IL&FS Trust Company Ltd., IL&FS Constanada, 3rd Floor, 11 Dr. U. N. Brahmachari Street, Kolkata - 700017, INDIA

Corporate Identity Number (CIN) : U66020MH1995PLC0295407



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ANNEXURE 2 - Rating Letter



ICRA Limited

Ref.: D/RAT/2015-16/H28/4

November 10, 2015

Mr. Shyam Lal
Senior Vice President & Chief Financial Officer
Hero FinCorp Limited
09, Basant Lok
Vasant Vihar
New Delhi - 110 057

Dear Sir,

Re: ICRA Credit Rating for Rs. 500 crore Non Convertible Debenture (NCD) Programme of Hero Fincorp Limited

This is with reference to your request dated November 09, 2015 for re-validating your rating for the captioned Non-Convertible Debenture (NCD) Programme.

We hereby confirm that the rating of "[ICRA]AA+" (pronounced ICRA double A plus) assigned to the captioned Long Term Borrowing Programme of Rs. 500 crore of your company and last communicated to you vide our letter dated August 12, 2015 stands. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. Within this category, rating modifiers {"+" (plus) / "-"(minus) can be used with the rating symbol. The modifiers reflect the comparative standing within the category. The outlook on the rating is **Stable**.

The other terms and conditions for the credit rating of the aforementioned instrument shall remain the same vide our letter Ref No: D/RAT/2015-16/H28/3 dated August 12, 2015.

With kind regards,
For ICRA Limited

Vibha Batra
Senior Vice President

Gaurav Khandelwal
Analyst

Building No. 8, 2nd Floor
Tower A, DLF Cyber City
Phase II, Gurgaon - 122002

Tel. : + 91 - 124 - 4545900
Fax : + 91 - 124 - 4050424
CIN : L74999DL1991PLC042749

website : www.icra.in
email : info@icraindia.com

Registered Office : 1105, Kailash Building, 11th Floor, 26 Kasturba Gandhi Marg, New Delhi - 110001, Tel. : +(91-11) 23357940-50 Fax : +(91-11) 23357014

RATING • RESEARCH • INFORMATION



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ANNEXURE 3 - CONSENT FROM RTA

KARVY Computershare

KCPL-DEL/Hero FinCorp/NCD-PP-Consent/RTA/15
December 12, 2015

Hero FinCorp Limited
9, Community Centre,
Basant Lok, Vasant Vihar,
New Delhi - 110 057

Kind Attn: Mr. Vikash Khatana /Mr. Tribhuvan Johari

Sub: Consent to act as Registrar to the proposed Issue of Rs.20 Crore additional subscription up to Rs. 100/- Crores

Dear Sir,

With reference to your email communication dated 11.12.2015 on the subject matter, we hereby give our consent to act as Registrar to the Issue, for your Rs. 20 Crore on Private Placement basis and are agreeable to the inclusion of our name as 'Registrar to Issue' in the Disclosure Documents and applications made to Stock Exchange(s) and Depositories in this regard.

Please feel free to contact us on the address mentioned below for more information / clarification in this regard. Also all stationery related to the Bond Issue would contain the address and other contact details as given below:

Karvy Computershare Pvt. Ltd.
Karvy Selenium Tower B, Plot 31-32, Gachibowli,
Financial District, Nanakramguda, Hyderabad - 500 032,
Phone: 040-67162222, Fax: 040-23431551
Toll Free no.: 1800-345-4001
Contact person: Mr. M Murali Krishna, GM
Email: enward.ris@karvy.com

Kindly acknowledge.

Thanking you,

Yours truly,
For Karvy Computershare Private Limited

Rakesh Kumar Jamwal
Manager



Karvy Computershare Private Limited

305, New Delhi House, 27, Barakhamba Road, New Delhi - 110 001.

Tel : +91 11 43681700 Fax : +91 11 43681710

Registered Office: 'Karvy House', 46, Avenue 4, Street No.1, Banjara Hills, Hyderabad - 500 034

T : +91 40 23312454 | F : +91 40 23311958 | E-mail : enward.ris@karvy.com | www.karvy.com | www.karvycomputershare.com

CIN No: U72400TG2003PTC041636

Australia | Bahrain | Canada | Channel Islands | Germany | Hong Kong | Ireland | New Zealand | Philippines | South Africa | United Kingdom | USA

