

SERIAL NO. _____
ADDRESSED TO: _____

Private & Confidential - For Private Circulation Only

INFORMATION MEMORANDUM
Ansal Phalak Infrastructure Private Limited

Our Company was incorporated on September 13, 2010 as Ansal Phalak Infrastructure Private Limited with the Registrar of Companies, New Delhi. The CIN of our Company is U70100DL2010PTC208167.

Registered Office: 206, B Wing, 2nd Floor, Naurang House 21 K.G. Marg, New Delhi -
110001.

Compliance Officer: Mr. Abdul Sami

Telephone No.: +91 9899995024
www.ansalapi.com

**Information Memorandum for issue of Debentures on a Private Placement Basis Dated
July 25, 2013**

Issue of 100 (One Hundred) Rated, Listed, Secured, Redeemable Non-Convertible Cumulative Debentures of face value of Rs. 1,00,00,000/- (Rupees One Crore only) each aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) (“Debentures” or “NCD B Debentures”), for cash at par to the face value on a private placement basis (the “Issue”)

BACKGROUND

The NCD B Debentures mentioned herein are not offered for sale or subscription to the public, but are being privately placed with a limited number of eligible investors. This Information Memorandum is related to the NCD B Debentures to be issued by Ansal Phalak Infrastructure Private Limited (the “**Issuer**” or “**Company**”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the NCD B Debentures. The issue of the NCD B Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through a resolution passed by the board of directors of the Issuer on March 11, 2013 and in accordance with the provisions of the Companies Act, 1956 (“**Companies Act**”). This Information Memorandum should not be treated as an offer for sale or solicitation of an offer to buy the NCD B Debentures as prescribed herein by any person who has not been provided with a copy of this Information Memorandum. This Information Memorandum does not constitute an offer for sale or a solicitation of an offer to buy the NCD B Debentures as described herein from any person other than the person whose name appears on the cover page of this Information Memorandum. No person other than such person, receiving a serially numbered copy of this document may treat the same as constituting an offer to sell or a solicitation of an offer to buy the NCD B Debentures. The Company is not liable if this Information Memorandum has been received by an arranger, or by a person who was provided a copy of this Information Memorandum by an arranger.

The distribution of this Information Memorandum and offer and sale of NCD B Debentures in certain jurisdictions may be restricted by law. It does not constitute an offer for sale or solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction.

RISKS IN RELATION TO THE ISSUE

There has been no formal market for the securities of the Company. No assurance can be given regarding an active or sustained trading in the securities of the Company or regarding the price at which the securities will be traded after listing.

CREDIT RATING

The Debentures proposed to be issued by the Issuer have been rated by Brickwork Ratings India Private Limited (“**Rating Agency**”). The Rating Agency has vide its letter dated May 24, 2013 affirmed a rating of ‘BWR BB-’ in respect of the NCD B Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. The rating is valid for a period of one year from the date of assignment of such rating. Please refer to Annexure II of this Information Memorandum for the letter dated May 24, 2013 from Brickwork Ratings India Private Limited affirming the credit rating abovementioned.

ISSUE SCHEDULE

Issue Opens on: July 26, 2013
Issue Closing on: July 27, 2013
Deemed Date of Allotment: July 27, 2013

The issue time-table such as issue opening, issue closing and the Deemed Date of Allotment, shall be finalized from time to time and disclosed in the term sheet. The Issuer reserves the right to change the Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

The Debentures are proposed to be listed on the wholesale debt market of the Bombay Stock Exchange (“**BSE**”)

Registrar & Transfer Agent

Link Intime India Private Limited
C-13, Pannalal Silk Mills
Compound, LBS Marg,
Bhandup West,
Mumbai – 400078
www.linkintime.co.in

Phone number: 022 25963838

Debenture Trustee

IL&FS Trust Company Limited
A-268, First Floor,
Bhishm Pitamah Marg, Defence Colony,
New Delhi – 110024
www.itclindia.com

Phone number: 022 26533333

TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	4
SECTION 2:	DISCLAIMERS	12
SECTION 3:	REGULATORY DISCLOSURES	16
SECTION 4:	TRANSACTION DOCUMENTS AND SECURITY SHARING	29
SECTION 5:	OTHER INFORMATION AND ISSUE PROCEDURE	31
	DISCLAIMER:	38
SECTION 6:	DECLARATION	39
ANNEXURE I:	TERM SHEET	40
ANNEXURE II:	RATING RATIONALE	52
ANNEXURE III:	LETTER FROM THE DEBENTURE TRUSTEE	53
ANNEXURE IV:	APPLICATION FORM	54

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Information Memorandum. Capitalised terms used but not defined herein shall have the meaning ascribed to them in the NCD B Debenture Subscription Agreement (defined below)

30 Acres Land	means the land ad measuring approximately 30 acres located in Sector 67 and 67A, Gurgaon, Haryana to be acquired by the Company on or before March 31, 2014.
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the NCD B Debentures pursuant to this Issue.
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the NCD B Debentures, which is annexed to this Information Memorandum and marked as Annexure IV.
Board/Board of Directors	The Board of Directors of Ansal Phalak Infrastructure Private Limited.
Business Plan	means the strategic and operational plan, as approved by the Board within 30 (thirty) Business Days from the Deemed Date of Allotment and prepared in accordance with the terms of the NCD B Transaction Documents for the development, construction and execution of the Project(s), which Business Plan or any portion thereof shall be amended only with the prior written consent of the Board. The Business Plan shall, <i>inter alia</i> , include Project(s) description and the development plan, development budget and timetable, project milestones and the financial structure for the Project(s) including the capital and debt components of the Project(s), operating budget and projected cash flow, third Person debt financing plan, minimum sale price of the units to be comprised in the Project(s), sales and marketing plan, and such other matters as may be approved by the Board, from time to time.
Business Day	means a day (other than a holiday or a Sunday) on which banks are normally open for business in New Delhi.
Cash Flow(s)	means the cash outflows (being the amounts invested by a Person in the Company from time to time, determined as of the date of contribution of such respective investment, to the Company) and cash inflows (being any amounts received by such Person from the Company determined as of the date that the aforesaid amounts are received by such person in any form, but at all time excluding amounts received by such person as a reimbursement of costs, charges or expenses incurred by such Person, in effectuating any rights and/or remedies hereunder (including in relation to any indemnification claims by such person, in accordance with the indemnification rights under the NCD B

	<p>Transaction Documents), all of which shall be disregarded for the purposes of determining cash inflows to such Person.</p> <p>By way of illustration, Cash Flow(s) in relation to the NCD B Debenture Holder shall mean the cash outflows (being the amounts invested by the NCD B Debenture Holder in the Company from time to time, determined as of the date of contribution of such respective investment, to the Company) and cash inflows (being any amounts received by the NCD B Debenture Holder from the Company determined as of the date that the aforesaid amounts are received by the NCD B Debenture Holder in the form of NCD B Coupon, NCD B Additional Interest Payment, NCD B Deferred Interest Payment, redemption premium and/or principal repayment, but at all time excluding amounts received by the NCD B Debenture Holder as a reimbursement of costs, charges or expenses incurred by the NCD B Debenture Holder, in effectuating any rights and/or remedies hereunder (including in relation to any indemnification claims in relation to the NCD B Debentures), all of which shall be disregarded for the purposes of determining cash inflows to the NCD B Debenture Holder</p>
CDSL	Central Depository Services (India) Limited, a company incorporated under the laws of India and having its registered office at 17th floor, P J Towers, Dalal Street, Fort, Mumbai – 400001, India.
Deemed Date of Allotment	means July 27, 2013
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Company unless otherwise mentioned
Disclosure Document / Information Memorandum	This document which sets out the information regarding the NCD B Debentures being issued on a private placement basis.
Distributable Surplus	<p>Distributable Surplus as on a particular date, shall mean the cash balance and equivalents available with the Company, after deducting the following only if they are outstanding and expected to be funded by project cash flows:</p> <p>(i) Project costs and expenses (including Listing Default Interest, Security Default Interest and such</p>

	<p>other default interest as applicable), taxes (including income tax and withholding tax on the NCD B Debentures, other debentures subscribed by NCD A Debenture Holder and any other security (including debentures) of the Company compulsorily convertible into equity shares of the Company, and on any NCD B Coupon, NCD B Deferred Interest Payment, NCD B Additional Interest Payment, and redemption payable in respect of the same) and statutory dues based on the Business Plan;</p> <p>(ii) Interest and principal payable to any lender (other than the NCD B Debenture Holder and NCD A Debenture Holder) and/or third Person (including banks) who have funded the Company (in accordance with the terms of such funding), but at all times excluding any loans, advances and/or financing provided by the Promoter, related party and/or its affiliates/nominees;</p> <p>It is clarified that in case (i) and (ii) above are not outstanding as per the Business Plan or not expected to be financed by internal project accruals (i.e. expected to be funded out of or through borrowings from a lender and/or third Person borrowings or additional funding by any party), the same shall not be deducted for the computation of Distributable Surplus.</p>
DP ID	Depository Participant Identification Number.
Due Date	means the date on which the holders of the NCD B Debentures are entitled to any payment, whether on account of coupon payable on the NCD B Debentures or the amounts payable on maturity or redemption.
EFT	Electronic Fund Transfer.
Financial Year/ FY	means the period of twelve months commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
First Threshold	means the amount payable to the NCD A Debenture Holder, being the higher of an IRR of 20.5% on the NCD A Debenture Holder Subscription Amount or 117,00,00,000 (One Hundred and Seventeen Crores only)
First Mortgaged Property	means land admeasuring 81.343 acres, located in Sector 67 and 67A, Gurgaon, Haryana
First Promoter	means Ansal Properties and Infrastructure Limited
GAAP	Generally Accepted Accounting Principles.
Investment Agreement	means the Investment Agreement dated February 24, 2011

	and Amendment Agreement dated September 19, 2012, executed between the Company, the Promoters and the Stakeholders
IRR	<p>means the discount rate, which when applied to the Cash Flows (as defined herein below), results in a net present value of zero on those Cash Flows taking into account the date and amounts of such Cash Flows.</p> <p>The IRR will be calculated using the Microsoft Excel XIRR function (or if such program is no longer available, such other software program for calculating internal rate of return as suggested by the NCD B Debenture Holders).</p> <p>For the purposes of definition of IRR in relation to the NCD B Debentures, the term “Cash Flows” shall at all times exclude amounts received by the NCD B Debenture Holders as a reimbursement of costs, charges or expenses incurred by the NCD B Debenture Holders, in effectuating any rights and/or remedies hereunder (including in relation to any indemnification claims) and/or NCD B Debenture Holders in relation to an Indemnifiable Event (“Defined Losses”), all of which shall be disregarded) as payment to the NCD B Debenture Holders.</p> <p>The IRR and all Cash Flows to the NCD B Debenture Holders shall be calculated net of Taxes. Notwithstanding any other provision of this Information Memorandum, for the purposes of calculating IRR, the payment or distributions to the NCD B Debenture Holders will exclude withholding tax on NCD B Coupon, NCD B Additional Interest Payment, NCD B Deferred Interest Payment, and redemption premium which are required to be borne/withheld by the Company.</p> <p>By way of illustration, if the Distributable Surplus (after deducting income tax), distributable by the Company to the NCD B Debenture Holders, is Rs.140,00,00,000 (Rupees One Hundred and Forty Crores only) out of which Rs. 4,00,00,00 (Rupees Four Crores only) is the withholding tax on NCD B Coupon, NCD B Additional Interest Payment, NCD B Deferred Interest Payment or redemption premium, only Rs. 136,00,00,000 (Rupees One Hundred Thirty Six Crores only) will be considered for the purposes of determining the cash inflow to the NCD B Debenture Holders for the purposes of IRR calculations.</p>
Issue	Private Placement of 100 (One Hundred) Rated Listed Secured Redeemable Non-Convertible Debentures of a face value of Rs. 1,00,00,000/- (Rupees One Crore only) each aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) to be issued.
Issue Opening Date	July 26, 2013

Issue Closing Date	July 27, 2013
Issuer/ Company	Ansal Phalak Infrastructure Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office 206, B Wing, 2nd Floor, Naurang House 21 K.G. Marg, New Delhi - 110001.
Mortgaged Property	means collectively the First Mortgaged Property and the Second Mortgaged Property
N.A	Not Applicable.
NCD A Debentures	means the 65 (sixty five) Rated Listed Secured Redeemable Non-Convertible Debentures of a face value of Rs. 1,00,00,000/- (Rupees One Crore only) each aggregating up to Rs. 65,00,00,000/- (Rupees Sixty Five Crores only) issued by the Company and presently listed on the wholesale debt segment of the Bombay Stock Exchange
NCD A Debenture Holder(s)	means the holders of the NCD A Debentures issued by the Company and shall include the registered transferees of the NCD A Debenture Holders from time to time
NCD A Debenture Holder Subscription Amount	means an amount of Rs. 65,00,00,000 (Rupees Sixty Five Crores only) paid by the NCD A Debenture Holders for subscribing to the NCD A Debentures
NCD A Debenture Subscription Agreement	means the Debenture Subscription Agreement dated September 19, 2012 executed between the Company, the Promoters, and the NCD A Debenture Holder Debenture Trustee
NCD B Debenture Subscription Agreement	means the debenture subscription agreement to be executed between the Company, the Promoter, the NCD B Debenture Holder and the NCD B Debenture Trustee
NCD A Debenture Trustee	IL&FS Trust Company Limited A-268, First Floor, Bhishm Pitamah Marg, Defence Colony, New Delhi – 110024, India (acting on behalf of the NCD A Debenture Holders)
NCD B Debenture Holder	means the legal owner of the NCD B Debenture(s)
NCD B Debenture Trustee Agreement	means the Agreement dated June 14, 2013, executed by and between the NCD B Debenture Trustee and the Company for the purposes of appointment of the NCD B Debenture Trustee to act as a debenture trustee in connection with the issuance of the NCD B Debentures and to record the terms and conditions of the NCD B Debentures.
NCD B Debenture Trustee	means IL&FS Trust Company Limited

	A-268, First Floor, Bhishm Pitamah Marg, Defence Colony, New Delhi – 110024, India (acting on behalf of the NCD B Debenture Holders)
NCD B Representative Majority	NCD B Debenture Holders whose participation or share in the principal amount(s) outstanding with respect to the NCD B Debentures aggregate to more than 75% of the value of the nominal amount of the NCD B Debentures for the time being outstanding.
NSDL	National Securities Depository Limited.
PAN	Permanent Account Number.
Project(s)	shall collectively refer to the expansion/development of the real estate projects presently being undertaken by the Company, and the additional real estate projects proposed to be undertaken by the Company in the future particularly in Sector 67 and 67A in Gurgaon.
Lenders	means financial institutions, banks, multilateral funding agencies, and similar bodies undertaking lending business or their trustees/agents including their successors and assignees, who have agreed to guarantee or provide finance to the Company under any financing agreements for meeting the costs of the Company in relation to the design, development and construction of the Project(s)
Promoters	means collectively the First Promoter and the Second Promoter
RBI	Reserve Bank of India.
Rating Agency	Brickwork Ratings India Private Limited, a company incorporated under the Companies Act. 1956 and having its registered office at 3 rd Floor, Raj Alkaa Park, 29/3 & 32/2 Kalena Agrahara, Bannerghatta Road, Bangalore – 560 076, India.
Record Date	means the date falling 15 (fifteen) Business Days prior to the Coupon payment / redemption date.
R&T Agent	means the Registrar and Transfer Agent to the Issue being Link Intime India Private Limited, a company incorporated under the laws of India and having its registered office at C-13, Pannalal Silk Mills Compound, LBS Marg, Bhandup West Mumbai-400078, India.
ROC	Registrar of Companies.
Rs.	Indian National Rupee.
RTGS	Real Time Gross Settlement.

Second Threshold	<p>means an amount payable to the Stakeholders until the Stakeholders have received the higher of an IRR of 20.5% on the amount invested by the Stakeholders in the Company or Rs. 360,00,00,000 (Rupees Three Hundred and Sixty Crores only).</p> <p>Provided however, that upon the occurrence of an Event of Default (as defined in the Investment Agreement), and the Stakeholders electing to continue in the Company (as per Clause 15.2 of the Investment Agreement and the Second Amendment to the Investment Agreement) the Second Threshold shall stand revised in accordance with the terms of the Investment Agreement and the Second Amendment Agreement.</p>
Second Mortgaged Property	means land admeasuring 21.238 acres, located in sector 67 and 67A in Gurgaon, Haryana
Second Promoter	means Caliber Properties Private Limited;
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 as amended from time to time.
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time
Stakeholders	means collectively (i) New Dimensions Holdings Limited a company organized under the laws of Mauritius, and having its registered office at 608 St James Court, St Denis Street, Port Louis, Mauritius; and (ii) Velford Ventures Limited a company organized under the laws of Cyprus, and having its registered office at Griva Digeni Avenue, 115, Trident Centre, 3101, Limassol, Cyprus
Subscription Amount	shall mean an amount not exceeding the Issue Size, subscribed towards issue of the NCD B Debentures, on or before the Issue Closing Date
TDS	Tax Deducted at Source
The Companies Act / the Act	The Companies Act, 1956 as amended from time to time
Third Threshold	means an amount payable to the NCD B Debenture Holder until the NCD B Debenture Holder have received the higher of an IRR of 20.5% on the NCD B Holder Subscription Amount or Rs. 180,00,00,000 (Rupees One Hundred and Eight Crores only), whichever is higher.
NCD B Transaction Documents	(i) Investment Agreement; (ii) NCD A Debenture Subscription Agreement; (iii) the NCD B Debenture Subscription Agreement; (iv) NCD B Debenture Trust Deed to be executed; (v) NCD B Debenture Trustee Agreement

	<p>dated June 14, 2013, 2013; (vi) NCD B Deed of Hypothecation to be executed; (vii) NCD B Share Pledge Agreement to be executed; (viii) Second Amendment to the Investment Agreement to be executed; (ix) NCD B Accounts Agreement to be executed; (x) Memorandums of Entry (xi) Documentation in respect of creation of <i>pari passu</i> charge over the 30 Acres Land in the manner acceptable to the NCD A Debenture Trustee and the NCD B Debenture Trustee; (xii) NCD B Corporate Guarantee; (xiii) Inter Trustee Agreement; (xiv) any other agreements and documents as may be executed by the Company and/or the Promoters, and the NCD B Debenture Holder and such other Persons in relation to the subscription by the NCD B Debenture Holder to the NCD B Debentures, or as may be jointly designated by the Company and the NCD B Debenture Holder as NCD B Transaction Documents.</p> <p>(It is hereby clarified that the Company, the NCD A Debenture Holders, NCD A Debenture Trustee and the Promoters shall appropriately amend the documents executed in relation to the creation and perfection of security for the purposes of securing the obligations of the Company in relation to the NCD A Debentures, such that the Company and/or the Promoters may create additional <i>pari passu</i> charge over the assets of the Company, in favour of the NCD B Debenture Trustee (acting on behalf of the NCD B Debenture Holders) for securing the obligations of the Company in relation to the NCD B Debentures to be issued in terms of the NCD B Transaction Documents.)</p>
WDM	Wholesale Debt Market

SECTION 2: DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

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

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum/ Disclosure Document to be filed or submitted to the SEBI for its review and/or approval. Further, since the Issue is being made on a '*private placement*' basis, the provision of Section 60 of the Companies Act shall not be applicable and accordingly, a copy of this Information Memorandum / Disclosure Document has not been filed with the ROC. This Information Memorandum is intended for private use and should not be construed to be a prospectus and/or an invitation to the public or a section of the public so as to constitute a '*public offer*' for subscription to the Debentures under any Law for the time being in force.

This Information Memorandum has been prepared in conformity with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended by the Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 ("**SEBI Debt Listing Regulations**"). This Information Memorandum has been prepared solely to provide general information about the Issuer to eligible investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any potential investor may require, or need to take an informed decision whether or not to make an investment in the Company and to subscribe to the Debentures. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each Investor contemplating of subscribing to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The Issuer certifies that the disclosures made

in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations.

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

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

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

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

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

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

The Company and its directors have not been prohibited from accessing the capital or financial market under any order or directions passed by SEBI or RBI.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

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

2.3 DISCLAIMER CLAUSE OF SEBI

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

2.4 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the clause titled “Eligible Investors” of this Information Memorandum, who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to NCD B Debentures offered hereby to any person to whom it is not specifically addressed. The NCD B Debentures are governed by and will be construed in accordance with Indian law. Any disputes arising out of this Issue will be subject to the non-exclusive jurisdiction of the courts at Delhi. This private placement offer of NCD B Debentures is made in India to persons resident in India and non-residents as permissible. Nothing in this Information Memorandum shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof, at large, through this Information Memorandum, and this Information Memorandum and its contents should not be construed to be a prospectus under the Companies Act. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the NCD B Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency has taken considerable steps to avoid any data distortion; however it does not examine the precision or completeness of the information obtained. And hence, the information in this Information Memorandum is presented ‘as is’ without any express or implied warranty of any kind. The Rating Agency does not make any representation in respect to the truth or accuracy of such information nor, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose

bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments. The Rating Agency has the right to change, suspend or withdraw the ratings at any time for any reason.

2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The NCD B Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the NCD B Debentures in dematerialised form. Investors will have to hold the NCD B Debentures in dematerialised form as per the provisions of the Depositories Act. The Issuer shall take necessary steps to credit the NCD B Debentures allotted to the beneficiary account maintained by the Investor with its Depository Participant. The Issuer will make the allotment to Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

SECTION 3: REGULATORY DISCLOSURES

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

3.1 Documents Submitted to the Exchanges

The following documents have been submitted to the BSE:

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of debt securities;
- (b) Copy of audited Annual Report for the last three (3) financial years ended March 31, 2011, March 31, 2012 and March 31, 2013;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Copy of the Board Resolution dated March 11, 2013, authorizing the issuance and allotment of the NCD B Debentures and the list of authorized signatories.
- (e) An undertaking, from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the NCD B Debenture Trust Deed would be executed within three months from the Issue Closing Date and the same would be uploaded on the website of the BSE, where the NCD B Debentures have been listed, within 5 (five) Business Days of execution of the same.
- (f) An undertaking, from the Issuer, that permission / consent from the prior creditor for a second or pari passu charge being created, where applicable, in favor of the NCD B Debenture Trustee to the proposed issue has been obtained.

3.2 Documents to be submitted to the NCD B Debenture Trustee:

The following documents have been submitted to the NCD B Debenture Trustee:

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- (b) Copy of last three years annual audited report;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
- (e) An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point (D) above to the Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No.SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the NCD B Debenture Trustee and the NCD B Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing NCD B Debenture Holders within two working days of their specific request.

3.3 Issuer information

- (a) **Name and Address of the following:**

i	Name of the Issuer	Ansal Phalak Infrastructure Private Limited
ii	Registered office of the Issuer	206, B Wing, 2nd Floor, Naurang House 21 K.G. Marg, New Delhi - 110001
iii	Corporate office of the Issuer	206, B Wing, 2nd Floor, Naurang House 21 K.G. Marg, New Delhi - 110001
iv	Compliance officer of the Issuer	Mr. Abdul Sami
v	CFO of the Issuer	Not Applicable
vi	Arrangers, if any	Not applicable
vii	Trustee of the issue	IL&FS Trust Company Limited A-268, First floor, Bhishm Pitamah Marg, Defence Colony, New Delhi – 110024, India
viii	Registrar of the issue	Link Intime India Private Limited C-13, Pannalal Silk Mills Compound, LBS Marg, Bhandup West, Mumbai – 400078, India
ix	Credit Rating Agency of the issue and	Brickwork Ratings India Private Limited 3rd Floor, Raj Alkaa Park, 29/3 & 32/2 Kalena Agrahara, Bannerghatta Road, Bangalore – 560 076, India
Vii i	Auditors of the Issuer	RRCA & Associates 505A, 5 th Floor, Rectangle -1, District Centre, Saket, New Delhi-110017

(b) A brief summary of the business / activities of the Issuer and its line of business.

(i) Business Overview

“The Issuer is a joint venture of Ansal Properties and Infrastructure Limited (“**API**”), a public company listed on the Bombay Stock Exchange being one of the leading real estate developers in India with over four decades of real estate experience.

API has developed its brand image through long decades of quality, innovative and pioneering developments. For the last 46 years, API is engaged in the development of integrated townships and other large mixed-use and stand-alone projects in the residential, commercial, retail and hospitality segments, as well as SEZs, IT/ITES and industrial parks, and, built social infrastructures - such as educational institutions, hospitals, clubs, etc. The majority of the projects of API and/or its other group companies are located in the National Capital Region

(‘NCR’), the States of Uttar Pradesh, Haryana, Rajasthan and Punjab. API has successfully implemented 18 integrated townships, including two Hi-Tech Townships.

API has extensive land reserves of approx. 8,677 acres post delivery and exhaustion of area from the old and current land reserves out of which about 41% are strategically located in the NCR and the rest are in the key cities in the States of Uttar Pradesh, Haryana, Rajasthan and Punjab.

API has total saleable area of about ~ 284 million sq ft which is yet to be delivered and currently are under various stages of development out of which ~65% is for the residential development. API has till December 2012 has developed and delivered ~247 million square feet

(ii) Corporate Structure as on March 31, 2013

Particulars	Amount (in lakhs)
<u>Authorised Share Capital</u>	20.20
Comprises of :	
<ul style="list-style-type: none"> • Class A Equity shares : 50,000 shares of Rs.10/- each • Class B Equity shares : 1,50,000 shares of Rs. 10/- each • Class C Equity shares : 1,000 shares of Rs. 10/- each • Compulsory Convertible Preference shares (CCPS) : 1000 shares of Rs. 10/- each 	
<u>Issued Capital</u>	
13514 ‘Class A’ Equity Shares of Rs. 10 each	1.35
1 CCPS of Rs. 10 each	0.00
<u>Subscribed and Paid-up Capital</u>	
13514 ‘Class A’ Equity Shares of Rs. 10 each	1.35
1 CCPS of Rs. 10 each	0.00

(iii) Key Operational and Financial Parameters for the last 3 Audited years

Parameters	FY 2012-13 (in lacs.)	FY 2011-12 (in lacs)	FY 2010-11 (in lacs)

Networth	2,513	2,415	508
Total Debt			
of which			4,990
– Non Current Maturities of Long Term Borrowing	29,914	19,490	
– Short Term Borrowing		1,468	-
– Current Maturities of Long Term Borrowing			
Net Fixed Assets	3	-	-
Non Current Assets	2	2	-
Cash and Cash Equivalents	309	97	156
Current Investments	-	-	-
Current Assets	48,145	32,646	5,385
Current Liabilities	16,032	9,371	42
Net sales	576	48	-
EBITDA	116	(94)	(2)
EBIT	116	(94)	(2)
Interest charged to P&L	9	-	-
Interest charged to WIP	3,924	2,427	35
PAT	98	(94)	(2)
Dividend amounts	-	-	-
Current ratio	3.02	3	128
Interest coverage ratio	0.03	(0.04)	(0.06)
Gross debt/equity ratio	12	8	10
Debt Service Coverage Ratios	NA	NA	NA

Gross Debt: Equity Ratio of the Company:-

Before the issue of debt	12:1
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Securities	
After the issue of debt Securities	16:1

(iv) Project cost and means of financing

Project Cost	INR Million
Land Cost	4,137
Construction Cost (Sale Area)	13,822
Approvals and BG processing fee	338
Total	18,297
Means of Financing	INR Million
NCD Debt	1,650
Equity	2,598
Subordinated Debt	--
Construction Debt	--
Buyer Financing	14,049
Total	18,297

(c) A brief history of the Issuer since its incorporation giving details of the following:

The company was incorporated on September 13, 2010 as Phalak Infrastructure Private Limited and was later renamed as Ansal Phalak Infrastructure Private Limited on May 3, 2011 vide a fresh certificate of incorporation. Since its incorporation there are has been no reorganization, reconstruction or amalgamation

i. Details of Share Capital as on March 31, 2013:-

Share Capital	Amount (Rs) (in Lakhs)
<u>Authorised Share Capital</u>	20.20
<u>Issued, Subscribed and Paid-up Capital</u>	1.3515

ii. Changes in its capital structure as on March 31, 2013, for the last five years:-

Year Date of Allotment DD/MM/Y YYY	Number of Shares issued	Paid- up per share (Rs.)	Ordinary Shares Total Amount (Rs.)	Preference Shares Total Amount (Rs.)	Particulars
17/09/2010	10,000	10	1,00,000	Nil	Equity shares issued to the subscribers to MOA {converted into Class A Equity shares}
16/03/2011	3514	10			

Year Date of Allotment DD/MM/YYYY	Number of Shares issued	Paid-up per share (Rs.)	Ordinary Shares Total Amount (Rs.)	Preference Shares Total Amount (Rs.)	Particulars
			35,140	Nil	Class A Equity shares issued to foreign investors
28/04/2011	1	10	-	10	Issue of Compulsory Convertible Preference shares (CCPS)
Total	13,515		1,35,140	10	

- iii. Equity Share Capital history of the Company as on last quarter end, for the last five years

Please refer to Annexure V

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

None

- v. Details of any Reorganization or Reconstruction in last 1 year

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

(d) Details of the shareholding of the Company as on the latest quarter end:

- i. Shareholding pattern of the Company as on March 31, 2013:-

Sr No	Particulars	Total No of Equity Shares	Total shareholding
1.	Ansal Properties & Infrastructure Ltd.	6622	6622
2.	Caliber Properties Pvt. Ltd.	3378	3378
3.	New Dimension Holdings Ltd	3500	3500
4.	Velford Ventures Ltd.	14	14
	Total	13514	13514

Notes: - Shares pledged or encumbered by the promoters (if any) – **Yes**

- ii. List of 10 holders of equity shares of the Company as on the last quarter end (i.e. March 31, 2013):

Sr No	Name of the shareholders	Total No of Class A Equity Shares	Total shareholding as a % of total no of equity shares
1.	Ansal Properties & Infrastructure Ltd.	6622	49%
2.	Caliber Properties Pvt. Ltd.	3378	25%
3.	New Dimension Holdings Ltd	3500	25.9%
4.	Velford Ventures Ltd.	14	0.1%

(e) **Following details regarding the directors of the Company :-**

i. Details of the current directors of the Company

Name, Designation and DIN	Age	Address	Director of the Company since	Details of other directorship
Mr. Shashank Mohan Jain DIRECTOR 00015341	51	A - 47, Block - A,, Hauz Khas, New Delhi, 110016, Delhi, India	16/03/2011	Annexure - VI
Mr. Manish Jindal Additional Director 0200825	46	1, Todar Mal Lane, New Delhi, 110001, Delhi	22/10/2012	Annexure VI
Mr. Kalyan Yanmendra Chakrabarti Director 02645582	40	MF-14 Eldeco Mansionz, Sohna Road Opp Omaxe Mall, Gurgaon, 122001, Haryana, India	25/01/2012	Annexure VI
Mr. Sanjiv Malhotra Director 03113076	48	41 C Pkt Iv, Mayur Vihar Phase - I, Delhi, 110091, Delhi, India	25/01/2012	Annexure VI

None of the current directors of the Company appear in the RBI defaulter list and/or ECGC default list.

ii. Details of the change in directors since last 3 years

Name, Designation and DIN	Date of Appointment(DOA) / Resignation (DOR)	Director of the Company since (in case of resignation)	Remarks

Name, Designation and DIN	Date of Appointment(DOA) / Resignation (DOR)	Director of the Company since (in case of resignation)	Remarks
Mr. Naresh Kumar Gupta DIN:03037747 Director	DOR: 31/03/2011	Since incorporation i.e. 13/09/2010	Resigned
Mr. Arvind Kulkarni DIN: 03112979 Director	DOR: 31/03/2011	Since incorporation i.e. 13/09/2010	Resigned
Mr. S.M Jain DIN: 00015341 Director	DOA: 16/03/2011	-	Presently a Director
Mr. Abdul Sami DIN: 01178023 Director	DOR: 31/03/2011	03/2/2011	Resigned
Mr. Subhash Bedi DIN: 00516836 Director	DOR: 03/09/2011	16/03/2011	Resigned
Mr. Subhash Kr. Bansal DIN: 03292279 Director	DOR: 15/12/2011	16/03/2011	Resigned
Mr. Kalyan Chakrabarti DIN: 02645582 Director	DOA:25/01/2012	-	Presently a Director
Mr. Sanjiv Malhotra DIN: 03113076 Director	DOA:25/01/2012	-	Presently a Director
Mr. Manish Jindal DIN:02000825 Additional Director	DOA: 22/10/2012	-	Presently a Director
Mr. Kuldeep Chawla DIN: 00263986 Director	DOR: 22/10/2012	16/03/2011	Resigned

(f) Following details regarding the auditors of the Company :-

i. Details of the auditor of the Company

Name	Address	Auditor Since
RRCA & Associates	505A, 5 th Floor, Rectangle -1, District Centre, Saket, New Delhi-110017	20th Feb, 2012 (EGM date)

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

Name	Address	Date of Appointment / Resignation	Auditor of the Company since (in case of resignation)
M/s M. L. Puri & Co	407, New Delhi House, 27, Barakhambha Road, New Delhi-110001	resignation letter dated the 12th January, 2012 effective from the 31st January, 2012	Incorporation i.e. 13/09/2010

(g) Details of borrowings of the Company as on the latest quarter end:-

- i. Details of Secured Loan Facilities :- **Not Applicable**
- ii. Details of Unsecured Loan Facilities:- **Not Applicable**
- iii. Details of Debentures:-

Debenture Series	Tenor / Period of Maturity	Coupon	Amount	Date of Allotment	Redemption on Date / Schedule	Credit Rating	Secured / Unsecured	Security (as of June 30, 2013)
Compulsorily Convertible Debentures	15 years from the date of issue	16%	19490470 @100	49,90,470 @100 each on 16th March, 2011 75,00,000 @100 each on 06th June, 2011 70,00,000 @100 each on 15th July, 2011	N.A.	N.A.	Unsecured	-

Non Convertible Debentures	7 years	20% per annum compounded annually	65,00,00,000	September 19, 2012	As per annexure	BWR BB-	Secured	As per annexure
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iv. List of Top 10 Debenture Holders (as on March 15, 2013)

Sr.No.	Name of the Debenture Holders	Amount
1	Velford Ventures Limited (1,94,90,470 Compulsorily Convertible Debentures of Rs. 100 each	194,90,47,000
2	Grainwell Ventures Limited 65 Non Convertible Debentures of Rs. 100,00,00,000 each	65,00,00,000

- v. The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc.) on behalf of whom it has been issued

Not Applicable

- vi. Details of Commercial Paper:- The total Face Value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in following table:-

Not Applicable

- vii. Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2013:

Not Applicable

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

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;

Not Applicable

(h) Details of Promoters :

- i. Details of Promoters' Holding in the Company as on March 31, 2013

Sr No	Name of the shareholders	Total No of Class A Equity shares	No of shares in demat form	Total shareholding as % of total no of equity shares	No of shares pledged	% of Shares pledged with respect to shares owned
1	Ansal Properties & Infrastructure Limited	6622	N.A.	49	6622	100
2	Caliber Properties Private Limited	3378	N.A.	25	3378	100

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

Nil

- (j) **Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any.**

Nil

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

Not Applicable

- (l) **Name of the NCD B Debenture Trustee and Consent thereof**

The IL&FS Trust Company Limited has given its written consent for its appointment as debenture trustee to the Issue under regulation 4 (4) of the SEBI Debt Listing Regulations and in all the subsequent periodical communications sent to the holders of debt securities. Consent letter from NCD B Debenture Trustee is attached as **Annexure 2**.

- (m) **Rating and Rating Rationale**

Brickwork Ratings India Private Limited has assigned a rating of BWR BB- for the issuance of INR Non-convertible debenture issuance. The rating indicates that moderate risk of default regarding timely servicing of financial obligation.

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

The credit rating certificate received from Brickwork Ratings India Private Limited is attached as **Annexure 3**.

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

The security is additionally backed by Corporate Guarantee of Ansal Properties and Infrastructure Limited, the details of which are included in the NCD B Transaction Documents.

- (o) **Copy of consent letter from the NCD B Debenture Trustee**

Consent letter from NCD B Debenture Trustee is attached as **Annexure 2**

- (p) **Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange.**

The Debentures of the Company are proposed to be listed on the wholesale debt segment of the BSE. The Company shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

Designated Stock Exchange

The Bombay Stock Exchange Limited. P J Towers, Dalal Street, Mumbai - 400021

- (q) **Other details –**

- i. Debenture Redemption Reserve creation - relevant regulations and applicability.

As per Section 117C of the Companies Act, 1956, every company issuing debentures shall create a debenture redemption reserve for the redemption of such debentures. Adequate amounts shall be credited to this reserve, from out of its profits every year until such debentures are redeemed. The amounts credited to the debenture redemption reserve shall not be utilized by the company except for the purpose of redemption of debentures.

Further, the Ministry of Corporate Affairs has issued a clarification vide Circular No. 04 / 2013 dated February 11, 2013 stipulating the quantum of debenture redemption reserve required to be maintained and certain other compliances.

Ansals Phalaks Infrastructure Private Limited shall create and at all times maintain a reserve for redemption of Debentures in accordance with the above provisions and other applicable Laws of such amount as may be required for the redemption of all the NCD B Debentures in accordance with terms of this Agreement.

ii. Issue/instrument specific regulations

- Companies Act, 1956;
- SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time; and other applicable circulars and guidelines issued by SEBI;
- relevant RBI regulations, notifications and circulars, as issued from time to time.

iii. Application process.

- The Company shall make an in-principle application for listing of the NCD B debentures of the Company with the Bombay Stock Exchange.
- On receipt of the in-principle approval, the Company shall issue the NCD B Debentures to the Investors.
- The Company shall file the listing application along with the disclosure document (Schedule I) and other enclosures with the Bombay Stock Exchange, and shall complete listing of the NCD B Debentures on the Bombay Stock Exchange within 15 (fifteen) days of the issue of NCD B Debentures.

(r) Undertakings by the Company

The Company undertakes that:

- (i) it shall create the necessary charge(s), where applicable, within the time frame specified by the relevant regulations/guidelines issued by SEBI and other applicable laws, and copies of all documents executed in this regard shall be uploaded to the website of the BSE within 5 (five) Business Days of the documents being executed;
- (ii) it shall till the redemption of the NCD B Debentures, submit to the NCD B Debenture Trustee, all information/details required as per the SEBI Debt Listing Regulations within the timelines mentioned therein;
- (iii) complete the listing of the NCD B Debentures on the Bombay Stock Exchange, on or prior to 15 (fifteen) days from the date of issue of the NCD B Debentures.

SECTION 4: TRANSACTION DOCUMENTS AND SECURITY SHARING

4.1 Transaction Documents

- (a) NCD B Debenture Subscription Agreement to be entered into between the Company, Promoters, NCD B Debenture Trustee and the NCD B Debenture Holder.
- (b) NCD B Debenture Trust Deed to be entered into between the Company and the NCD B Debenture Trustee.
- (c) NCD B Debenture Trustee Agreement dated June 14, 2013 entered into between the Company and the NCD B Debenture Trustee.
- (d) NCD B Deed of Hypothecation to be entered into between the Company, NCD B Debenture Trustee and the Company in a form acceptable to the NCD B Debenture Trustee, and NCD B Debenture Holder.
- (e) NCD B Share Pledge Agreement to be executed by the Promoters, and the Company in favour of the NCD B Debenture Trustee, in a form acceptable to the NCD B Debenture Holder and the NCD B Debenture Trustee.
- (f) NCD B Corporate Guarantee to be issued by the First Promoter in favour of the NCD B Debenture Trustee, in a form acceptable to the NCD B Debenture Holder and the NCD B Debenture Trustee.
- (g) NCD B Accounts Agreement to be executed between the Company, Punjab National Bank, and the NCD B Debenture Trustee, in a form acceptable to the NCD B Debenture Trustee, and the NCD B Debenture Holders.
- (h) Memorandum of Entry in relation to the First Mortgaged Property, to be executed by the Company, in a form acceptable to the NCD B Debenture Holder and the NCD B Debenture Trustee.
- (i) Memorandum of Entry in relation to the Second Mortgaged Property, to be executed by the Company, in a form acceptable to the NCD B Debenture Holder and the NCD B Debenture Trustee;
- (j) Documentation in respect of creation of *pari passu* charge, in favour of the NCD A Debenture Trustee and NCD B Debenture Trustee, over the 30 Acres Land in the manner acceptable to the NCD A Debenture Trustee and NCD B Debenture Trustee;
- (k) NCD A Debenture Subscription Agreement dated September 19, 2012, executed between the Company, the Promoters, the NCD A Debenture Trustee and the NCD A Debenture Holder.
- (l) Inter Trustee Agreement to be executed between the NCD A Debenture Trustee, NCD A Debenture Holder, NCD B Debenture Holder and the NCD B Debenture Trustee, in a form acceptable to the NCD A Debenture Trustee, the NCD A Debenture Holder, the NCD B Debenture Trustee and the NCD B Debenture Holder.

- (m) Investment Agreement dated February 24, 2011, and Amendment to Investment Agreement dated September 19, 2012, executed between the Company, the Promoters, and the Stakeholders.
- (n) Second Amendment to the Investment Agreement, to be executed by the Company, the Promoters and the Stakeholders.
- (o) any other agreements and documents as may be executed by the Company and/or the Promoters, and the NCD B Debenture Holder and such other Persons in relation to the subscription by the NCD B Debenture Holder to the NCD B Debentures, or as may be jointly designated by the Company and the NCD B Debenture Holder as NCD B Transaction Documents.

(It is hereby clarified that the Company, the NCD A Debenture Holders, NCD A Debenture Trustee and the Promoters shall appropriately amend the documents executed in relation to the creation and perfection of security for the purposes of securing the obligations of the Company in relation to the NCD A Debentures, such that the Company and/or the Promoters may create additional pari passu charge over the assets of the Company, in favour of the NCD B Debenture Trustee for securing the obligations of the Company in relation to the NCD B Debentures to be issued in terms of the NCD B Transaction Documents.)

SECTION 5: OTHER INFORMATION AND ISSUE PROCEDURE

The NCD B Debentures being offered as part of the Issue are subject to the provisions of the Companies Act, SEBI Debt Listing Regulations, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form and other terms and conditions as may be contained in the Transaction Documents.

5.1 Mode of Transfer/Transmission of NCD B Debentures

The NCD B Debentures shall be transferable freely. The NCD B Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act and other applicable laws. The provisions relating to transfer, transmission and other related matters in respect of shares of the Issuer contained in the articles of association of the Company and the Companies Act shall apply, *mutatis mutandis* (to the extent applicable to NCD B Debentures), to the NCD B Debentures as well. The NCD B Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of debenture holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these NCD B Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

5.2 NCD B Debentures held in Dematerialised Form

The NCD B Debentures shall be held in dematerialised form and no action is required on the part of the NCD B Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those NCD B Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. Only those NCD B Debenture Holders whose names appear as beneficiaries as per the R&T Agent's records on the relevant Record Date would be considered for the purpose of redemption. All such NCD B Debentures will be simultaneously redeemed through appropriate debit corporate action.

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

5.3 Undertaking that Issuer shall use a Common Form of Transfer

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

5.4 Trustee for the NCD B Debenture Holder(s)

The Issuer has appointed IL&FS Trust Company Limited to act as trustee for the NCD B Debenture Holder(s). The Issuer and the NCD B Debenture Trustee have entered into the NCD B Debenture Trustee Agreement and shall enter into the NCD B Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the NCD B Debenture Trustee and the Issuer. The NCD B Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the NCD B Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the NCD B Debentures as the NCD B Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the NCD B Debenture Holder(s). Any payment made by the Issuer to the NCD B Debenture Trustee on behalf of the NCD B Debenture Holder(s) shall discharge the Issuer *pro tanto* to the NCD B Debenture Holder(s). The NCD B Debenture Trustee will protect the interest of the NCD B Debenture Holder(s) in regard to the repayment of principal and yield thereon and they will take necessary action, subject to and in accordance with the NCD B Debenture Trustee Agreement and the NCD B Debenture Trust Deed, at the cost of the Issuer. The NCD B Debenture Trustee Agreement and the NCD B Debenture Trust Deed shall more specifically set out the rights and remedies of the NCD B Debenture Holder(s) and the manner of enforcement thereof.

5.5 Resignation/retirement of the NCD B Debenture Trustee shall be as per terms of the NCD B Debenture Trust Deed to be entered into between the Company and the NCD B Debenture Trustee. In case of any contradiction between this Information Memorandum / Disclosure Document and the Transaction Document(s) to be signed / already signed with the NCD B Debenture Trustee, the contents of the latter shall prevail.

5.6 Debenture Holder not a Shareholder

The NCD B Debenture Holders shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act. The NCD B Debentures shall not confer upon the NCD B Debenture Holders the right to receive notices or to attend and to vote at any general meetings of the shareholders of the Issuer.

5.7 Modification of NCD B Debentures

The NCD B Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which in the opinion of the NCD B Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the NCD B Debentures shall require approval by the Representative Majority.

For the avoidance of doubt, the following matters require the consent of Representative Majority, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the NCD B Debenture Holders:

- (a) Creating of any additional security; and
- (b) Amendment to the terms and conditions of the NCD B Debentures or the Transaction Documents;

- (c) Substitution of security; and
- (d) Creation of further charge(s) on security

5.8 Right to accept or reject Applications

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

5.9 Notices

Any notice may be served by the Issuer/ NCD B Debenture Trustee upon the NCD B Debenture Holders through registered post, recognized overnight courier service, hand delivery or by facsimile transmission addressed to such NCD B Debenture Holder at its/his registered address or facsimile number.

All notice(s) to be given by the NCD B Debenture Holder(s) to the Issuer/ NCD B Debenture Trustee shall be sent by registered post, recognized overnight courier service, hand delivery or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number as may be notified by the Issuer from time to time through suitable communication. All correspondence regarding the NCD B Debentures should be marked "Private Placement of Debentures".

5.10 Details of utilisation of the issue proceeds

The utilization of the proposed funds to be raised through this private placement is for the purposes of undertaking the expansion/development of the existing townships developed by the Company, more specifically in the manner specified in the Transaction Documents.

5.11 Issue Procedure

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

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

5.12 Application Procedure

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

5.13 Payment Instructions

The Application Form should be submitted along with cheque(s)/draft(s) favouring “*Ansal Phalak Infrastructure Private Limited*”, crossed “*Account Payee Only*”. Applicants can alternatively remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

Name of A/c: Ansal Phalak Infrastructure Private Limited
Account No: Punjab National Bank Account No. 4196002100008429
Address: A-9, Mid Corporate Branch,
Connaught Place, NEW DELHI- 110001
IFSC Code: PUNB0419600

5.14 Eligible Investors

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

- (a) Mutual Funds
- (b) Non-banking finance companies
- (c) Provident Funds and Pension Funds
- (d) Corporates
- (e) Banks
- (f) FIIs (and sub-accounts)
- (g) Insurance Companies
- (h) Individuals
- (i) Investment holding companies of high net worth individuals
- (j) Any other person eligible to invest in the Debentures

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

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

5.15 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP – ID) appearing in the Application Form under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form”.
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the NCD B Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of NCD B Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The Coupon, redemption amount or other benefits would be paid to those NCD B Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those NCD B Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

5.16 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of the NCD B Debentures in dematerialised form

As per the provisions of the Depositories Act, 1996, the NCD B Debentures issued by the Company shall be held in a dematerialized/electronic form, i.e. not in the form of physical certificates but be fungible and be represented by the statement issued through electronic mode.

5.17 List of Beneficiaries

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

repayment of Coupon, NCD B Additional Interest Payment, NCD B Deferred Interest Payment, the Default Interest Rates and/or other benefits.

5.18 Application under Power Of Attorney

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

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

5.19 Applications to be accompanied with Bank Account Details

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

5.20 Succession

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

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

5.21 Mode of Payment

All payments must be made through cheque(s)/draft(s)/ NEFT, Swift transfer or any other means available in the banking channel as applicable.

5.22 Effect of Holidays

In case any payment date falls on a day which is not a Business Day, the payment date shall be deemed to be the immediately preceding Business Day.

5.23 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source on the Coupon, NCD B Additional Interest Payment and NCD B Deferred Interest Payment payable on the Debentures. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the NCD B Debenture Holders at the office of the Transfer Agents of the Company at least 15 (Fifteen) Business Days before the relevant payment becoming due. Tax exemption certificate / declaration of non deduction of tax at source on interest on application money, should be submitted along with the application form.

5.24 Letters of Allotment

The letter of allotment, indicating allotment of the NCD B Debentures, will be credited in dematerialised form within 3 (three) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of NCD B Debentures, in dematerialised form, within 45 (forty five) Business Days from the Deemed Date of Allotment. The NCD B Debentures will be first issued in physical form for the purposes of payment of stamp duty and once stamp duty is paid thereon, the dematerialised credit shall occur.

5.25 Deemed Date of Allotment

All the benefits under the NCD B Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is July 27, 2013 by which date the Investors would be intimated of allotment.

5.26 Record Date

The Record Date will be 15 (fifteen) Business Days prior to any Due Date.

5.27 Refunds

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

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

5.28 PAN

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

5.29 Payment on Redemption

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

The NCD B Debentures shall be taken as discharged on payment of the redemption amount (whether being a redemption at premium, at par or at a discount) by the Issuer on maturity to the NCD B Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the NCD B Debenture Holder(s) with NSDL/CDSL will be adjusted.

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

5.30 Loss of Certificates/Interest Cheques/Refund Cheques

Loss of certificates/interest cheques/refund cheques should be intimated to the Company along with request for duplicate issue. The issue of duplicates in this regard shall be governed by applicable law and any other conditions as may be prescribed by the Company.

DISCLAIMER:

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

SECTION 6: DECLARATION

The Issuer declares that:

- (a) It will provide a compliance certificate duly certified by the NCD B Debenture Trustee to the NCD B Debenture Holders, (on a half yearly basis), in respect of compliance with the terms and conditions of Issue as contained in this Information Memorandum/ Disclosure Document;
- (b) Every credit rating obtained shall be periodically reviewed by the Rating Agency and any revision in the rating shall be promptly disclosed by the Company to the Stock Exchange;
- (c) Any change in rating shall be promptly disseminated to NCD B Debenture Holders in such manner as the Stock Exchange may determine from time to time. All information and reports on the NCD B Debentures, including compliance reports filed by the Company and the NCD B Debenture Trustee, shall be disseminated to the NCD B Debenture Holders and the general public by placing them at a place reasonably accessible to the public and the Company shall request the NCD B Debenture Trustee to place the same on its website.
- (d) All the relevant provisions in the regulations/guidelines issued by SEBI and other applicable laws in respect to issuance of the NCD B Debentures have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For Ansal Phalak Infrastructure Private Limited

Authorised Signatory of ~~For Ansal Phalak Infrastructure Private Limited~~

Name: S.M. Jain

Date: 26.07.2013


Director/Authorized Signatory

ANNEXURE I: TERM SHEET

Security Name	NCD B Debentures
Issuer	Ansal Phalak Infrastructure Private Limited
Type of Instrument	Listed, rated, secured, cumulative and redeemable non-convertible debentures each of a face value of Rs. 1,00,00,000 (Rupees One Crore only) having the terms more specifically set out in this Term Sheet
Nature of Instrument	Secured
NCD A Debentures	65 (sixty five) listed, rated, secured, cumulative and redeemable non-convertible debenture each of a face value of Rs. 1,00,00,000 (Rupees One Crore only) issued by the Company to the NCD A Debenture Holder
NCD A Debenture Holder	Grainwell Ventures Limited a company organised under the laws of Cyprus, having its registered office at 115, Griva Digeni, Trident Centre, 3101 Limassol, Cyprus
NCD A Debenture Subscription Agreement	means the Debenture Subscription Agreement, dated September 19, 2012, executed between the Company, the Promoters, the NCD A Debenture Trustee and the NCD A Debenture Holder
Stakeholders	means, collectively (i) New Dimensions Holdings Limited a company organized under the laws of Mauritius, and having its registered office at 608 St James Court, St Denis Street, Port Louis, Mauritius; and (ii) Velford Ventures Limited a company organized under the laws of Cyprus, and having its registered office at Griva Digeni Avenue, 115, Trident Centre, 3101, Limassol, Cyprus
Investment Agreement	means the Investment Agreement dated February 24, 2011 and Amendment Agreement dated September 19, 2012, executed between the Company, the Promoters and the Stakeholders
Seniority	Senior to all other obligations of the Company except for (a) any and all statutory dues that are due and payable; (b) its obligations towards any banks / financial institutions for any funding availed by the Company; and (c) payments to be made to the NCD A Debenture Holder; and (d) such other payments as specified in the NCD B Transaction Documents
Mode of Issue	Private Placement
Eligible Investors	(a) Mutual Funds (b) Non-banking finance companies (c) Provident Funds and Pension Funds (d) Corporates

	<p>(e) Banks</p> <p>(f) FIIs (and sub-accounts)</p> <p>(g) Insurance Companies</p> <p>(h) Individuals</p> <p>(i) Investment holding companies of high net worth individuals</p> <p>(j) Any other person eligible to invest in the Debentures</p>
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>Bombay Stock Exchange Limited</p> <p>To be listed within 15 (fifteen) days of Deemed Date of Allotment. In the event that the NCD B Debentures are not listed on the Bombay Stock Exchange within 15 (fifteen) days of the Deemed Allotment Date, the entire Subscription Amount paid by the NCD B Debenture Holders shall be refunded forthwith.</p>
Rating of the Instrument	BWR BB- by Brickworks Ratings India Private Limited
Issue Size	Rs. 100,00,00,000/- (Rupees One Hundred Crores only)
Principal Amount	Rs. 100,00,00,000/- (Rupees One Hundred Crores only)
Face Value and Number of NCD B Debentures:	100 NCD B Debentures each having a face value of Rs. 1,00,00,000/- (Rupees One Crore only)
Option to retain oversubscription (Amount)	Not applicable
Allotment in case of under subscription	In the event that the issue of the NCD B Debentures is not fully subscribed, the Company shall continue to allot such lower number of NCD B Debentures.
Objects of the Issue	The Issue Proceeds shall be utilized by the Company, either through itself or its subsidiaries/ affiliates for the purposes of undertaking expansion/development of the existing townships developed by the Company (more specifically in the manner specified in the Transaction Documents).
Details of the utilization of the proceeds	<p>The Issue Proceeds shall be utilized by the Company, either through itself or its subsidiaries/ affiliates for the purposes of undertaking expansion/development of the existing townships developed by the Company (more specifically in the manner specified in the Transaction Documents).</p> <p>The expenses of the present issue would also be met from the proceeds of the Issue.</p>
Coupon Rate	20.5% per annum on an annual compounded basis, and the coupon on the NCD B Debentures at all times being cumulative.
Step Up/Step Down Coupon Rate	Not Applicable.
Coupon Payment Frequency	Per annum

Coupon payment dates	On March 31 of every year or on the redemption date, throughout the term of the NCD B Debentures and for the last tranche on the final redemption date
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable. Please also see Coupon Default Interest Rate below.
Day Count Basis	Actual/365
Interest on Application Money	Not applicable
Tenor	means a period not less than 12 (twelve) months from the Deemed Date of Allotment and not more than 120 (one hundred and twenty) months from the Deemed Date of Allotment, unless mutually extended by the NCD B Debenture Holders and the Company.
Maturity Date	The date on which the NCD B Debentures shall be fully redeemed is referred to as the Maturity Date, which shall not be later than 120 (one hundred and twenty), months from the Deemed Date of Allotment, unless mutually extended by the NCD B Debenture Holders and the Company
Re-payment/Redemption Terms (Redemption Date, Redemption Premium/Discount etc.)	<p>Subject to the provisions of the NCD B Transaction Documents, and the paragraph titled ‘Distribution of Distributable Surplus’ below, the NCD B Debentures shall be re-paid/redeemed (in a <i>pari passu</i> manner across all the NCD B Debentures and all NCD B Debenture Holders) in accordance with the following terms:</p> <p>All payments from the Distributable Surplus will be made to NCD A Debenture Holder, Stakeholders, NCD B Debenture Holders and Promoters of the Company as per paragraph titled ‘<i>Distribution of Distributable Surplus</i>’ below. The payments to the NCD B Debenture Holders shall be towards the following:</p> <p>(i) Initially towards (i) the Coupon on the NCD B Debentures; and after payment of the Coupon due and payable until such date towards (ii) the repayment of the Subscription Amount up to Rs. 95,00,00,000 (Rupees Ninety Five Crores only) (it being clarified that nothing contained herein shall be construed as a payment towards the outstanding Subscription amount of Rs. 5,00,00,000 Crores (Rupees Five crores));</p> <p>(ii) Post the distribution specified in (i) above, all further payments on the NCD B Debentures amounts shall be towards (i) the Coupon due and payable on the balance Subscription Amount of</p>

	<p>INR 5,00,00,000 (Rupees Five Crores Only); and after payment of such Coupon towards (ii) payment of such amount (“NCD B Additional Interest Payment”), on the NCD B Debentures as would result in the NCD B Debenture Holder receiving an aggregate amount equal to the Third Threshold</p> <p>(iii) Upon payment of the NCD B Additional Interest Payment on the outstanding Subscription Amount, all further payments shall be towards (a) the Coupon on the balance Subscription Amount; and after payment of the Coupon due and payable until such date towards (b) payment of such amount on the NCD B Debentures (“NCD B Deferred Interest Payment”), till such time as the aggregate Distributable Surplus as per the last approved Business Plan is equal to the NCD B Long Stop Amount.</p> <p>(iv) Upon the payments mentioned in sub-clause (i) to (iii) above, all the outstanding NCD B Debentures shall be redeemed in full by payment of the balance Subscription Amount (i.e. on Rs. 5,00,00,000 (Rupees Five Crores only)). It is hereby clarified that in the event the actual Distributable Surplus available is more than the NCD B Long Stop Amount then any available Distributable Surplus in excess of the NCD B Long Stop Amount shall be distributed as per the Inter se Ratio or the Revised Ratio, as the case may be, and the payments of the NCD B Debenture Holders shall be towards premium on redemption, whether on account of scheduled redemption or payment consequent to the occurrence of an Event of Default.</p> <p>For the purposes of the above, “NCD B Long Stop Amount” shall mean Rs. 111,20,00,000 (Rupees One Hundred Eleven Crores and Twenty Lakhs only).</p>
<p>Distribution of Distributable Surplus</p>	<p>In light of the distribution policy specified in the NCD A Debenture Subscription Agreement, and the Investment Agreement, in order to provide for harmonious interpretation of the same, a consolidated distribution policy, setting out the order of priority as per which the Distributable Surplus shall be paid to all Security Holders is as set out below:</p> <p>(i) Firstly, solely (that is, to the exclusion of both the NCD B Debenture Holders, the Promoters, and the Stakeholders) to the NCD A Debenture Holder till such time as the First Threshold is paid in full;</p>

	<p>(ii) after payment of the First Threshold to the NCD A Debenture Holder, all Distributable Surplus shall be paid to the Stakeholders (to the exclusion of NCD A Debenture Holders, the NCD B Debenture Holders and the Promoters), until the Stakeholders have received an amount equal to the Second Threshold;</p> <p>(iii) after payment of the First Threshold and the Second Threshold, the Distributable Surplus shall be paid to the NCD A Debenture Holder in relation to the NCD A Debenture Holder Subscription Amount, the Stakeholders in relation to the amount invested by the Stakeholders in the Company and the NCD B Debenture Holder in relation to the NCD B Debenture Holder Subscription Amount in the ratio of 5.5:14.5:80 respectively, until the NCD B Debenture Holder has received an amount equal to the Third Threshold;</p> <p>(iv) Thereafter, subject to the NCD B Debenture Holder having received an amount equal to the Third Threshold, and (if applicable) the Promoters having received the Promoter Preferred Return, then, subject to Clause 10.2.2 below, all Distributable Surplus will be distributed to the NCD A Debenture Holder, NCD B Debenture Holders, Stakeholders (collectively) and the Promoters in the ratio of 5.5: 4.5:19.5:70.5 (“Inter se Ratio”), respectively.</p> <p>It being clarified that no additional distributions shall be made (in any manner whatsoever) in respect of the Immediate Promoter Subordinate Loan, Second Immediate Promoter Subordinate Loan, Second Promoter Subordinate Loan, Third Promoter Subordinate Loan or any other Promoter Subordinate Loan, and distributions to the Promoters in respect of Promoter Subordinate Return will form part of the Promoter’s entitlement as per the Revised Ratio.</p> <p>For avoidance of doubt it is hereby clarified that in case of a default in terms of the NCD A Debenture Subscription Agreement and/or this Agreement and/or the Investment Agreement, notwithstanding anything contained herein (including this Clause 10), all amounts outstanding and due on the NCD A Secured Obligations (as such term is defined in the NCD A Debenture Subscription Agreement), the NCD B Secured Obligations, and the Default IRR (as such term is defined in the Investment Agreement), shall become immediately due and payable to the NCD A Debenture Holder, the NCD B Debenture Holders and the</p>
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	<p>Stakeholders, in priority to all other Security Holders (including the Promoters).</p> <p>The Promoters hereby acknowledge that as of the date hereof no Promoter Preferred Loan has been provided by the Promoters to the Company, i.e. the aggregate amount of Promoter Preferred Loan provided by the Promoters, as of the date hereof, is <u>NIL</u>. Additionally, the Promoters acknowledge and agree that all amounts due and pending, if any, as payable towards the Promoter Preferred Return shall, in aggregate, without the requirement of any further action by any Party, convert automatically, into Class C Equity Share(s) of the Company, upon occurrence of an Event of Default as per the terms of Investment Agreement, and the Promoters, hereby, expressly acknowledge and consent to such conversion.</p> <p>Notwithstanding anything contained in Clause 10.2.1 (iv) above, in the event that the Promoters repay to the Company, on or before July 31, 2013, an amount equal to the Outflowed Funds, such that no monies remain outstanding in respect of the Outflowed Funds lent by the Company to the Promoters, then the Distributable Surplus shall be distributed to the NCD A Debenture Holder, NCD B Debenture Holders, Stakeholders (collectively) and the Promoters in the ratio of 5.5:4.5:14.5:75.5 (“Revised Ratio”), notwithstanding the Inter se Ratio.</p>
Default Threshold	Subject to the terms of this Information Memorandum in case of an Event of Default, the Third Threshold shall be automatically reset to the higher of an IRR of 35% on the Subscription Amount or (ii) Rs. 180,00,00,000 (Rupees One Hundred and Eighty Crores)
Issue Price	At Par
Discount at which security is issued and the effective yield as a result of such discount	Not applicable
Put option Date	Not applicable
Put option Price	Not applicable
Call Option Date	Not applicable
Call Option Price	Not applicable
Put Notification Time	Not applicable
Call Notification Time	Not applicable
Face Value	Rs. 1,00,00,000/- (Rupees One Crore only)
Minimum Application and in multiples of Debt securities thereafter	<p>Lots of Rs. 1,00,00,000/- (Rupees One Crore only).</p> <p>Additionally, the NCD B Debentures shall not be allotted to more than 50 applicants</p>
Issue Timing 1. Issue Opening Date	1. July 26, 2013

<p>2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment</p>	<p>2. July 27, 2013 3. July 27, 2013 4. July 27, 2013</p>
<p>Voluntary Redemption</p>	<p>After the expiry of a period of a minimum of 400 (four hundred) days from the Deemed Date of Allotment but before the expiry of 120 months from the Deemed Date of Allotment, unless such period is extended in accordance with the terms of the NCD B Debentures, and prior to the redemption of the NCD B Debentures; upon mutual agreement between the NCD B Debenture Holder and the Company, the NCD B Debentures shall be redeemed for an amount mutually agreed between the NCD B Debenture Holder and the Company.</p>
<p>Redemption of NCD Debentures using external funding/borrowings</p>	<p>The Company shall satisfy the obligations in respect of the NCD B Debentures and redeem the NCD B Debentures solely out of internal project accruals and from out of the Distributable Surplus of the Company. It is specifically clarified that the Company shall only be permitted to redeem the NCD B Debentures utilizing monies borrowed from third parties (including Lenders) subject to the prior written approval of all the NCD B Debenture Holders.</p>
<p>Other Interest Payments</p>	<p>Security Default Interest: In the event, the Company fails to create the NCD B Security within the timelines specified below for creation of the same, the Company shall pay default interest at rate of 2% (two percent) per annum on a simple interest basis (in addition to any and all other interests payable in respect of the NCD B Debentures, including the Coupon, the NCD B Additional Interest Payment and the NCD B Deferred Interest Payment) till creation and perfection of the NCD B Security (“Security Default Interest”). It is hereby clarified that such Security Default Interest shall be payable from the date of expiry of 1 (one) month from the Deemed Date of Allotment, till creation and perfection of NCD B Security to the satisfaction of the NCD B Debenture Holder.</p> <p>Listing Default Interest: In the event of a delay in listing of the NCD B Debentures beyond 15 days from the Deemed Date of Allotment, the Company shall pay a “Listing Default Interest” of 1% (one percent) per annum on a simple interest basis to the NCD B Debenture Holders in addition to any all other interests payable in respect of the NCD B Debentures, including the Coupon, the NCD B Additional Interest Payment and the NCD B Deferred Interest Payment. It is hereby clarified that such Listing Default Interest shall be payable from the expiry of 15 (fifteen) Business Days from the Deemed Date of Allotment till the listing of the NCD B Debentures.</p>

	<p>Coupon Default Interest Rate: In case of default in payment of the Coupon on the Due Date, an additional interest of 2% (two percent) per annum on an annual compounding basis shall accrue and be payable by the Company for the defaulting period.</p> <p>The Security Default Interest Rate, Listing Default Interest Rate and the Coupon Default Interest Rate shall be collectively referred to as “Default Interest Rate”.</p>
Representations and Warranties	As provided for in the NCD B Transaction Documents
Undertakings and Covenants	As provided for in the NCD B Transaction Documents
Issuance mode of the Instrument	Demat mode only
Trading mode of the Instrument	Demat mode only
Settlement mode of the Instrument	Payments to the NCD B Debenture Holders shall be made by way of direct credit through ECS / RTGS, NEFT, Swift transfer or any other means available in the banking channel as applicable and where such facilities are not available; the Issuer shall make payment of all amounts by way of cheques / demand drafts
NCD B Debenture Trustee:	IL&FS Trust Company Limited
Depository	CSDL and NSDL
Business Day Convention	all days (excluding Saturdays and Sundays) on which banks generally are open for business in New Delhi, India.
Record Date	The Record Date will be 15 (fifteen) Business Days prior to any Due Date.
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, evaluation, replacement of security).	<p>The security to be provided in relation to the NCD B Debentures (“NCD B Security”) shall comprise of (and shall be created at the earliest and in any event prior to expiry of 1 (one) month from the Deemed Date of Allotment):</p> <p>(a) first charge, pari passu with the NCD A Debenture Holders, by way of hypothecation over the assets, contracts receivables, all present and future book debts, outstandings, monies receivable, claims and bills which are due and owing or which may at any time become due and owing to the Company; and together with all and any interest accruing in respect thereof in accordance with the NCD B Deed of Hypothecation;</p> <p>(b) first charge, pari passu with the NCD A Debenture</p>

	<p>Holders, over the First Mortgaged Property and Second Mortgaged Property, by way of equitable mortgage of the First Mortgaged Property and the Second Mortgaged Property;</p> <p>(c) first charge, <i>pari passu</i> with NCD A Debenture Holders, by way of pledge of all equity shares of the Company held by the Promoters;</p> <p>(d) issue of a corporate guarantee by the First Promoter in favour of the NCD B Debenture Trustee, on or before August 14, 2013;</p> <p>(e) creation of security by way of a <i>pari passu</i> charge over the 30 Acres Land, in favour of the NCD A Debenture Trustee and the NCD B Debenture Trustee, in the manner acceptable to the NCD A Debenture Holder and the NCD B Debenture Trustee. It being clarified that such <i>pari passu</i> charge over the 30 Acres Land shall be created no later than October 31, 2013; and</p> <p>(f) such other security as may be required to maintain the minimum security cover.</p> <p>The NCD B Security (other than in relation to the First Mortgaged Property, 30 Acres Land and NCD B Corporate Guarantee, for which the time lines are as specified herein below) shall be created at the earliest and in any event prior to the expiry of 1 (one) month from the NCD B Completion Date.</p> <p>In relation to the mortgages to be created, the same shall be created as follows:</p> <p>(i) On land admeasuring 56 acres and forming part of the First Mortgaged Property, on or before July 31, 2013,</p> <p>(ii) On land admeasuring 25 acres constituting the remaining part of the First Mortgaged Property, on or before October 31, 2013;</p> <p>(iii) On the Second Mortgaged Property, on or before August 14, 2013; and</p> <p>(iv) On the 30 Acres Land, on or before, March 31, 2014.</p> <p>The First Promoter shall issue the NCD B Corporate Guarantee in favor of the NCD B Debenture Trustee on or before August 14, 2013.</p>
Minimum Security Cover	<p>The NCD B Security, other than the NCD B Corporate Guarantee, shall at all times be 1.00 times the amount outstanding on the NCD B Debentures till the Final Settlement Date. If before the Final Settlement Date, the value of the NCD B Security is less than 1.00 times the</p>

	<p>amount outstanding on the NCD B Debentures, the Company shall provide and/or shall cause the Promoters to provide such security as may be required by the NCD B Debenture Holder to maintain the minimum security cover.</p> <p>The minimum security cover shall be tested on a half yearly basis and the Company shall submit a certificate from a reputed chartered accountant within 30 days of end of every six months.</p>
	<p>Documents executed or to be executed in relation to the issuance of the NCD B Debentures, and shall include (i) Investment Agreement; (ii) NCD A Debenture Subscription Agreement; (iii) the NCD B Debenture Subscription Agreement; (iv) NCD B Debenture Trust Deed to be executed; (v) NCD B Debenture Trustee Agreement dated June 14, 2013; (vi) NCD B Deed of Hypothecation to be executed; (vii) NCD B Share Pledge Agreement to be executed; (viii) Second Amendment to Investment Agreement to be executed; (ix) NCD B Accounts Agreement to be executed; (x) Memorandums of Entry (xi) Documentation in respect of creation of <i>pari passu</i> charge over the 30 Acres Land in the manner acceptable to the NCD A Debenture Trustee and the NCD B Debenture Holder and the NCD B Debenture Trustee; (xii) NCD B Corporate Guarantee; (xiii) Inter Trustee Agreement; (xiv) any other agreements and documents as may be executed by the Company and/or the Promoters, and the NCD B Debenture Holder and such other Persons in relation to the subscription by the NCD B Debenture Holder to the NCD B Debentures, or as may be jointly designated by the Company and the NCD B Debenture Holder as NCD B Transaction Documents.</p> <p>(It is hereby clarified that the Company, the NCD A Debenture Holders, NCD A Debenture Trustee and the Promoters shall appropriately amend the documents executed in relation to the creation and perfection of security for the purposes of securing the obligations of the Company in relation to the NCD A Debentures, such that the Company and/or the Promoters may create additional <i>pari passu</i> charge over the assets of the Company, in favour of the NCD B Debenture Trustee (acting on behalf of the NCD B Debenture Holders) for securing the obligations of the Company in relation to the NCD B Debentures to be issued in terms of the NCD B Transaction Documents.)</p>
Transaction Documents	
Conditions Precedent to Disbursement	As set out in the NCD B Transaction Documents
Condition Subsequent to Disbursement	As set out in the NCD B Transaction Documents
Events of Default	Such events as may be set out in the NCD B Transaction

	Documents
Consequences of Event of Default	As may be set out in the NCD B Transaction Documents
Additional Borrowing	The Company may be allowed to raise any additional borrowing for the purposes of development of the Project, subject to approval by the Representative Majority, including the creation of pari passu first charge over any or all of the NCD B Security in favour of other Lenders.
Debt Covenants	<p>Throughout the term of the NCD B Debentures, the Company shall ensure the following covenants:</p> <p>Negative Covenants Any of the following will require a prior approval by the Representative Majority:</p> <ol style="list-style-type: none"> 1. Any change in management and/or control of the Company 2. Any issuance of further capital which results in the dilution of the Promoters' shareholding in the Company 3. Any move of merger, demerger or restructuring of the Company
Assignment/ Transfer	The NCD B Debenture Holder shall be entitled to transfer and deal with the NCD B Debentures without being required to provide any notice to or obtaining the consent of the Company.
Documentation	As specified in the NCD B Transaction Documents
Expenses	The Company shall pay all costs, remuneration fees of the NCD B Debenture Trustee, charges and expenses in any way incurred by in relation to the transactions contemplated hereunder, including the costs and charges to be incurred in relation to the rating and listing of the NCD B Debentures, dematerialization of the NCD B Debentures, stamp duty, other duties, taxes, charges and penalties if and when the Company is required to pay according to the laws for the time being in force. Further, the expenses of this issue shall be paid out of the proceeds of the Issue.
Tax	All payments by the Company to the NCD B Debenture Holder shall be made free and clear of and without any deduction, except to the extent that the Company is required by law to make payment subject to any <u>taxes</u> applicable in respect of the income of the NCD B Debenture Holder.
Arbitration	Under the Indian Arbitration Act, 1996 and as more specifically set out in the NCD B Transaction

	Documents.
Provisions related to Cross Default Clause	As specified in the NCD B Transaction Documents
Role and Responsibilities of NCD B Debenture Trustee	As specified in NCD B Debenture Trust Deed
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the Indian law. The Company, the NCD B Debentures and Company's obligations under the NCD B Debentures shall, at all times, be subject to the directions of the RBI and the SEBI.



BWR/BNG/RL/2013-14/NS/0042
 May 24, 2013

Mr. Abdul Sami
 Compliance Officer
Ansal Phalak Infrastructure Pvt. Ltd
 206 B- Wing, II Floor,
 Naurang House,
 21 Kasturba Gandhi Marg,
 New Delhi-110001

Dear Sir,

Sub: Rating of proposed NCD issue of ₹ 100 Crores (INR Hundred Crores Only) by Ansal Phalak Infrastructure Pvt. Ltd having a tenor upto 10 years.

Based on the information and clarifications provided by your company, as well as information available in public sources, Brickwork Ratings is pleased to inform you that Ansal Phalak Infrastructure Pvt. Ltd.'s proposed NCD issue of ₹ 100 Crores has been assigned **BWR BB- (Pronounced BWR Double B Minus) (Outlook: Negative)** Rating. Instruments with this rating are considered to have **moderate risk of default** regarding timely servicing of financial obligations.

The Rating is valid for one year from the date of assignment subject to the terms and conditions that were agreed in your mandate dated March 15, 2013 and other correspondence, if any and Brickwork Ratings standard disclaimer appended below. Brickwork Ratings would conduct surveillance every year till maturity/redemption of the instrument. Please make available to us relevant information that may affect company's performance without any delay.

Please let us have your acceptance for the above rating by May 31, 2013. Please note that unless acceptance is conveyed to us by the said date, the rating is not valid and should not be used for any purpose whatsoever.

Best Regards,


M.S.R Manjunatha
 Director – Ratings

Disclaimer: Brickwork Ratings (BWR) has assigned the rating based on the information obtained from the issuer and other reliable sources, which are deemed to be accurate. BWR has taken considerable steps to avoid any data distortion; however, it does not examine the precision or completeness of the information obtained. And hence, the information in this report is presented "as is" without any express or implied warranty of any kind. BWR does not make any representation in respect to the truth or accuracy of any such information. The rating assigned by BWR should be treated as an opinion rather than a recommendation to buy, sell or hold the rated instrument and BWR shall not be liable for any losses incurred by users from any use of this report or its contents. BWR has the right to change, suspend or withdraw the ratings at any time for any reasons.

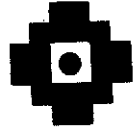
Brickwork Ratings India Pvt. Ltd.

Corporate Office: 3rd Floor, Raj Alkaa Park, Kalena Agrahara, Bannerghatta Road, Bengaluru - 560 076.

Phone: +91 80 4040 9940 • Fax: +91 80 4040 9941 • 1-860-425-2742 • www.BrickworkRatings.com • www.Financial-Literacy.in

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Annexure - III



ITCL

IL&FS Trust Company Limited

Ref: 732
June 17, 2013

Ansal Phalak Infrastructure Private Limited (Company)
206, B Wing, 2nd Floor, Naurang House, 21 Kasturba Gandhi Marg,
New Delhi - 110001

Kind Attention: Mr. Sanjiv Malhotra, Director

Sub : Consent to act as Debenture Trustee for the proposed issue of 100 Rated, Listed, Secured, Non-Convertible Debentures (NCDs) of face value of Rs. 1 crore each aggregating to Rs. 100 Crs by the Company by way of Private Placement

Dear Sirs,

This is with reference to our discussion regarding appointment of IL&FS Trust Company Limited (ITCL) as Debenture Trustee for the proposed issue of 100 Rated, Listed, Secured, NCDs of face value of Rs. 1 crore each aggregating to Rs. 100 Crs to be issued by the Company on private placement basis via Information Memorandum dated July 05, 2013. In this regard, we do hereby give our consent to act as the Debenture Trustee subject to the Company agreeing to the following conditions

1. The Company agrees and undertakes to create the securities of the Company on such terms and conditions as disclosed in the Information Memorandum dated July 05, 2013 and execute the Debenture Trust Deed and other necessary security documents
2. The Company agrees & undertakes to pay Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated in appointment letter dated March 14, 2013 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 agrees & undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/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, 1956 and other applicable provisions as amended from time to time and agrees to furnish to Trustees such information in terms of the same on regular basis

Sincerely,
For IL&FS Trust Company limited


Authorized Signatory

Regd. Office : IL&FS Centre, Plot No. C - 22, G Block, 5th 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 Pitahamah Marg, Defence Colony, New Delhi - 110024, INDIA
Kolkata Office : IL&FS Trust Company Ltd., IL&FS Constantia, 3rd Floor, 11 Dr. U. N. Bramachari Street, Kolkata - 700017, INDIA

www.itclindia.com

(IF EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTS FROM INCOME TAX AUTHORITIES)

We have read and understood the Terms and Conditions of the issue of NCD B Debentures including the Risk Factors described in the Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these NCD B Debentures. We request you to please place our name(s) on the Register of Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's
Signature

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

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

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Information Memorandum is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, the Arranger and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these NCD B Debentures carried out our own due diligence and made our own decisions with respect to investment in these NCD B Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the NCD B Debentures and shall not look directly or indirectly to the Arranger (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. We undertake that upon sale or transfer to subsequent investor or transferee (“**Transferee**”), we shall convey all the terms and conditions contained herein and in this Information Memorandum to such Transferee. In the event of any Transferee (including any intermediate or final holder of the NCD B Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and the Arranger (and all such persons acting on its or their behalf) and also hold the Issuer and Arranger and each of such person harmless in respect of any claim by any Transferee.

Applicant’s
Signature

FOR OFFICE USE ONLY			
DATE OF RECEIPT	_____	DATE OF CLEARANCE	_____

(Note : Cheque and Drafts are subject to realisation)

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

**ANSAL PHALAK INFRASTRUCTURE PRIVATE LIMITED -
ACKNOWLEDGMENT SLIP**

<i>(To be filled in by Applicant)</i>	SERIAL NO.								
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Received from _____

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

ANNEXURE V

Equity Share Capital history of the Company as on last quarter end (i.e. March 31, 2013), for the last five years

Date of Allotment	Number of Shares	Face value (Rs.)	Issue price (Rs.)	Consideration (cash, other than cash, etc)	Nature of Allotment	Cumulative		
						No of equity shares	Equity Share Capital (Rs)	Equity Share Premium (in Rs)
17/09/2010	10,000	10	10000	100000	Shares allotted to subscribers to the Memorandum	10,000	1,00,000	-
16/03/2011	3,514	10	14490	50953000	Class A Equity shares issued to foreign investors	13,514	1,35,140	50917860
28/04/2011	1	10	19,99,990	20,00,00,000	Issue of Compulsory Convertible Preference shares (CCPS)	13,515	1,35,150	250917850

ANNEXURE VI
DETAILS OF OTHER DIRECTORSHIP'S

Directorship of Mr. Shashank Mohan Jain in other Companies

S. No.	Name of the Company/Firm	Nature of Interest
1.	Ansal Colours Engineering SEZ Limited	Director
2.	Ansal Phalak Infrastructure Private Limited	Director
3.	Ansal Townships Infrastructure Limited	Director
4.	Ansal SEZ Projects Limited	Director
5.	Capital Line Property Ventures Private Limited	Director
6.	Green Max Estate Private Limited	Director
7.	S A S Associates Private Limited	Director
8.	SKJ Associates Private Limited	Director

Directorship of Mr. Manish Jindal in other Companies

S. No.	Name of the Company/Firm	Nature of Interest
1	Hoary Realty Limited	Director
2	Red Fort Aurangzeb Properties Private Limited (Pending for winding-up)	Director & Shareholder
3	Red Fort Babur Properties Private Limited (Pending for winding-up)	Director & Shareholder
4	Red Fort Bahadur Properties Private Limited (Pending for winding-up)	Director & Shareholder
5	Red Fort Humayun Properties Private Limited (Pending for winding-up)	Director & Shareholder
6	Red Fort Shahjahan Properties Private Limited	Director
7	Exora Business Parks Private Limited	Additional Director
8	Prestige Projects Private Limited	Additional Director
9	Godrej Developers Private Limited	Additional Director
10	Ansal Phalak Infrastructure Private Limited	Additional Director
11	Parsvnath Promoters & Developers Private Limited	Additional Director
12	Parsvnath Estate Developers Private Limited	Additional Director
13	Era Realtors Private Limited	Additional Director
14	Charismatic Infratech Private Limited	Additional Director

Directorship of Mr. Yanmendra Kalyan Chakrabarti in other Companies

S. No.	Name of the Company/Firm	Nature of Interest
1	Hoary Realty Limited	Director
2	Red Fort Akbar Properties Private Limited	Additional Director

S. No.	Name of the Company/Firm	Nature of Interest
3	Red Fort Shahjahan Properties Private Limited	Director
4	Prestige Projects Private Limited	Director
5	Exora Business Parks Private Limited	Director
6	Red Fort Capital Finance Company Private Limited	Director
7	Godrej Developers Private Limited	Director
8	Parsvnath Estate Developers Private Limited	Director
9	Benchmark Corporate Management Advisors Pvt. Ltd.	Director
10	Benchmark Infrastructure Pvt. Ltd	Director
11	Era Realtors Private Limited	Director
12	Parsvnath Promoters and Developers Private Limited	Director
13	Ansal Phalak Infrastructure Private Limited	Director
14	Avka Capital Advisors Private Limited	Director
15	Parsvnath Rail Land Project Private Limited	Additional Director
16	Charismatic Infratech Private Limited	Additional Director

Directorship of Mr. Sanjiv Malhotra in other Companies

S. No.	Name of the Company/Firm	Nature of Interest
1.	Aerie Properties Private Limited	Director
2.	Amba Bhawani Properties Private Limited	Director
3.	Ansal Phalak Infrastructure Private Limited	Director
4.	Ansal Township Infrastructure Limited	Director
5.	Apna Ghar Properties Private Limited	Director
6.	Arena Constructions Private Limited	Director
7.	Arezzo Developers Private Limited	Director
8.	Auspicious Infracon Limited	Director
9.	Bendictory Realtors Limited	Director
10.	Ansal SEZ Projects Limited	Director
11.	Chiranjiv Investments Private Limited	Director
12.	Cohesive Constructions Limited	Director
13.	Decent Infratech Limited	Director
14.	Delhi Towers And Estates Pvt Ltd	Director
15.	Dharti Realtors Private Limited	Director
16.	Diligent Realtors Limited	Director
17.	Discreet Realtors Private Limited	Director
18.	Divinity Real Estates Limited	Director
19.	Efficacious Realtors Private Limited	Director
20.	Emphatic Realtors Limited	Director
21.	Icon Buildcon Private Limited	Director
22.	Kapila Buildcon Limited	Director
23.	Lilac Real Estates Developers Private Limited	Director
24.	Muqaddar Realtors Limited	Director
25.	New Line Properties And Consultants Private Limited	Director
26.	Paradise Realty Limited	Director
27.	Parisar Realtors Private Limited	Director

S. No.	Name of the Company/Firm	Nature of Interest
28.	Plaza Software Private Limited	Director
29.	Prime Maxi Promotion Services Private Limited	Director
30.	Prithvi Buildtech Private Limited.	Director
31.	Rudraprayag Realtors Private Limited.	Director
32.	Saraswati Buildwell Private Limited	Director
33.	Sarvsanjhi Constructions Private Limited	Director
34.	Saubhagya Real Estates Private Limited	Director
35.	Shohrat Realtors Limited	Director
36.	Sia Properties Private Limited	Director
37.	Sidhivinayak Infracon Limited	Director
38.	Sithir Housing And Constructions Private Limited	Director
39.	Sphere Properties Private Limited	Director
40.	Sushant Realtors Private Limited	Director
41.	Taqdeer Realtors Limited	Director
42.	Upasana Buildtech Private Limited	Director
43.	Vasundhra Realotrs Private Limited	Director
44.	Vridhi Properties Private Limited	Director
45.	Vriti Constructions Private Limited	Director

ANNEXURE VII
DETAILS OF NCD A DEBENTURES

1. Security:

The security provided in relation to the NCD A Series Debentures comprises of:

- (i) First sole and exclusive charge by way of hypothecation by the Company over the Hypothecated Property;
- (ii) Deposit by the Company, of title deeds in relation to the Mortgage Property, and title deeds in relation to such other immovable property, as more specifically obligated under the Debenture Documents;
- (iii) First *pari passu* charge, by way of pledge by the Promoters over the shares held by them in the Company, in favour of the debenture trustee.

For the purposes hereof:

“*Hypothecated Property*” shall mean All movable assets of the Company including all tangible moveable fixed assets (both present and future) and including, without limitation, any development rights arising out of any agreement, and all present and future book debts, outstandings, moneys receivable, claims and bills which are now due and owing or which may at any time during the continuance of this security become due and owing to the Company from any Person in relation to the the development, construction and execution of a township project in Sector 67 and Sector 67 A, Gurgaon, India.

“*Mortgaged Property*” shall mean (i) mortgage over land admeasuring 81.343 acres forming part of the Project Property shall be created within 90 days from the allotment of the Debentures; and (ii) mortgage over land admeasuring 28.556 acres forming part of the Project Property.

“*Project Property*” shall mean land admeasuring approximately at least 116 acres being developed by the Company in Sector 67 and Sector 67A in Gurgaon, Haryana.

It is clarified that the aforesaid security provided in relation to the NCD A Debentures shall be modified, for the purposes of creation of additional security for the purposes of securing the obligations of the Company in respect of the NCD B Debentures, including by way of creation of a pari passu charge over the above mentioned security in favour of the NCD B Debenture Holders.

2. Redemption

Subject to the provisions of the Definitive Agreements including the paragraph titled ‘*Distribution of Distributable Surplus*’ below, the NCDs shall be redeemed (in a *pari passu* manner across all the NCDs and all Debenture Holders) in accordance with the following terms: All payments from the Distributable Surplus will be made to the Debenture Holders, the Stakeholders and Promoters of the Company as per paragraph titled ‘*Distribution of Distributable Surplus*’ below. The payments to the Debenture Holders shall be towards the following

Subject to the provisions of the Definitive Agreements including the paragraph titled ‘*Distribution of Distributable Surplus*’ below, the NCDs shall be redeemed (in a *pari passu* manner across all the NCDs and all Debenture Holders) in accordance with the

following terms: All payments from the Distributable Surplus will be made to the Debenture Holders, the Stakeholders and Promoters of the Company as per paragraph titled '*Distribution of Distributable Surplus*' below. The payments to the Debenture Holders shall be towards the following:

- (i) Initially towards (i) the Coupon on the Debentures; and after payment of the Coupon due and payable until such date, , towards (ii) the repayment of the Subscription Amount upto Rs. 61.75 Crores (it being clarified that nothing contained herein shall be construed as a payment towards the outstanding face value of Rs. 3.25 Crores);
- (ii) Post the distribution specified in (i) above, all further payments on the NCD amounts shall be towards (i) the Coupon due and payable until such date on the balance Subscription Amount (i.e on Rs.3,25,00,000/-) and after payment of such Coupon, towards (ii) payment of such amount ("**Additional Interest Payment**"), on the NCDs as would result in the Debenture Holders receiving an aggregate amount equal to First Debenture Hurdle;
- (iii) Upon payment of the Additional Interest Payment, all further payments on the outstanding Subscription Amount shall be towards (a) the Coupon on the on the balance Subscription Amount (i.e on Rs.3,25,00,000/-); and after payment of the Coupon due and payable until such date, towards (b) payment of such amount on the NCDs ("**Deferred Interest Payment**"), till such time as the aggregate Distributable Surplus as per the last approved Business Plan is equal to the "**Long Stop Amount**";
- (iv) Upon the payments mentioned in sub-clause (i) to (iii) above, all the outstanding NCDs shall be redeemed in full as per the Revised Distribution Split by payment of the balance Subscription Amount (i.e on Rs.3,25,00,000/-). It is hereby clarified that in the event the actual Distributable Surplus available is more than the Long Stop Amount then any available Distributable Surplus in excess of the Long Stop Amount shall be distributed in the Revised Distribution Split and the payments of the NCDs shall be towards premium on redemption, whether on account of scheduled redemption or payment consequent to the occurrence of an Event of Default.

It is clarified that the terms of redemption under this paragraph shall apply at the end of 7 years from the Deemed Date of Allotment irrespective of whether Distributable Surplus is available or not.

Till the First Debenture Hurdle is paid to the Debenture Holders entirely, the Distributable Surplus shall be divided and distributed between the Debenture Holders on one hand and the Stakeholders and the Promoters of the Company on the other in the ratio of 100:0 ("**Initial Distribution Split**"); Upon achievement of the First Debenture Hurdle, the remaining Distributable Surplus shall be divided between (a) the Debenture Holders and the Promoters; and (b) the Stakeholders of the Company in the ratio of 0:100 till such time the Stakeholders have achieved the "**First Hurdle**" as defined in the Investment Agreement made at New Delhi on this February 24, 2011 by and amongst the Stakeholders, Promoters and the Company; Upon the Stakeholders achieving the First Hurdle, the remaining Distributable Surplus (herein referred to as "**Residual Distributable Surplus**") shall be divided and distributed between (a) the Debenture Holders; and (b) the Stakeholders and the Promoters of the Company in the ratio of 5.50:94.50 respectively ("**Revised Distribution Split**")

For the purposes hereof the term "*Distributable Surplus*" shall have the meaning ascribed

to such term in the Debenture Subscription Agreement dated September 19, 2012.