ISSUE ADDENDUM TO SHELF DISCLOSURE DOCUMENT

AADHAR HOUSING FINANCE LIMITED

A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 26, 1990; CIN: U66010KA1990PLC011409
Registered Office: No.3, JVT Towers, 8th A Main Road, Sampangi Rama Nagar, Bangalore - 560027

This 'Issue Term Sheet cum Addendum to Shelf Disclosure Document' ("**Issue Addendum**") is issued in terms of and pursuant to the 'Shelf Disclosure Document' dated 27th April 2020 ("**Shelf Disclosure Document**"). All the terms, conditions and information as stipulated in the Shelf Disclosure Document are modified or revised herein mentioned below by reference as if the same were set out in the Shelf Disclosure Document already submitted . Investors are advised to refer to the same and This Issue Addendum must be read in conjunction with the Shelf Disclosure Document.

This Issue Addendum is dated 27th August 2020

Broad terms of the Issue

Security Name	AHFL 7.35% Secured Rated Redeemable Listed Non-Convertible Debenture ("**NCDs**" or "**Debentures**")
Issuer/Company	Aadhar Housing Finance Limited (Issuer/Company/AHFL)
Arranger to the Issue	A.K. Capital Services Limited
Type of Instrument	Senior Secured Rated Listed Redeemable Non-Convertible Debentures (NCDs/Debentures)
Nature of the Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Objects & Details of the utilization of the Proceeds	• "The proceeds of the present issue would be utilized for making housing loan and other loan disbursements to the borrowers of the Company in accordance with RBI/NHB regulations, also for re-financing and for repayment of loans, interest expenses and for other working capital requirements of the company. • "The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the 'Exclusion List' (as such term shall be defined under the Transaction Documents) or investment in the real estate sector other than the Company's lending activities. • The proceeds of the NCD shall not be used for any purpose, which may be in contravention of the government/RBI/SEBI/Other regulatory guidelines.
Rating of Instrument	"CARE AA" by CARE Ratings Ltd.
Debenture Trustee	Beacon Trusteeship Ltd
Registrar & Transfer Agent	3i Infotech Limited
Eligible Investors	As mentioned in the Shelf Disclosure Document under captioned "Eligible Investor".
Option to retain oversubscription (Amount)	N.A.
Tranche/Issue Size	Rs.10.00 crores plus a green shoe option of Rs. 90.00 crores
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Tenor	1 year 5 months 21 days (539 Days) from the Deemed Date of Allotment
Coupon Type	Fixed
Coupon Rate	7.35 %

Coupon Payment Frequency	Annual
Coupon Payment dates	On September 07, 2021 and on Maturity
Coupon Reset Process	N.A.
Redemption Date	February 28, 2022
Redemption Amount	Rs.10,00,000/- per Debenture
Redemption	Bullet, At Par
Redemption Premium/ Discount	N.A.
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Step Up / Step Down Coupon Rate	The Coupon on Debentures will be increased by 0.25% (Twenty-Five basis points) for every notch downgrade from the current Credit Rating of the Issuer i.e. 'AA' by any Credit Rating Agency during the Tenor of the Debentures. If there is subsequent rating upgrade by the same rating agency which has downgraded the credit rating; subsequent to such Rating Downgrade, each notch upgrade of the credit rating by such Credit Rating Agency (till the time such credit rating is restored to (“AA") shall reduce the coupon on the Debentures by 0.25% per annum. It is clarified that the Coupon Rate will not reduce below 7.35% p.a. (i.e. Current Coupon Rate). and lower of the NCD ratings for this NCD Issue will be considered in case of multiple rating agencies.
Put Date	N.A.
Put Price	N.A.
Put Option Notice	N.A.
Call Date	N.A.
Call Price	N.A.
Call Option Notice	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Security (Including description, type of security, type of charge, likely date of creation of security cover, revaluation, replacement of security)	Pari Passu first charge by way of (present & future) hypothecation on all the standard book debts / outstanding moneys / receivables of the company except for those book debts and receivables charged / to be charged in favour of National Housing Bank for refinance availed / to be availed from them. The Pari Passu ceding letters shall be exchanged and Security shall be created within 30 days and perfected within 180 days from the Deemed Date of Allotment.
Security Cover	Issuer to provide security cover of 1.10x within 180 days from the Deemed Date of Allotment and ensure that the same is maintained till such time the Debentures are outstanding. Security cover of the Issuer shall be determined on the basis of the standard assets of the Issuer as defined by the Reserve Bank of India's definitions provided for NBFCs, as amended from time to time. NPAs or assets (excluding Security Receipts) other than standard assets of the Issuer to not form part of the security created. No restrictions on further borrowings or security creation by the Issuer under any instrument, subject to Financial Covenants including Security Cover as stipulated in this Issue Details section being maintained at all times during the tenor of the Debentures. However, if favourable Security Cover is provided for future borrowings through domestic issuance of Debentures (excluding Debentures issued to LIC) Security Cover to be improved to that level for the proposed Debentures.
Early Redemption Event	The Debentures along with accrued interest shall become due and payable within 30 days upon receipt of written notice from Debenture Trustee (on behalf of the individual debenture holders on happening of any of the events as detailed below but no limited to :the following

	:("Early Redemption Events"): i. Rating of the Debentures is suspended or withdrawn or moved to "issuer not cooperating" category or the long-term rating of the Debentures/Issuer is downgraded to A- or below or the Issuer is assigned a long-term rating of A- or below by any rating agency ii. Blackstone and its Affiliate Funds directly or indirectly failing to maintain at least 51% of the cumulative shareholding and failing to retain management control of the Issuer during the tenor of the Debentures without prior approval from investors of this issue. iii. Breach of any of the covenants.. iv. If the security cover is below 1.10 times and the company fails to identify and create the additional security within 60 days and top-up the security within the stipulated time period, then debenture holders shall have an option to charge additional l.00% p.a. over and above the Coupon Rate till the time security cover is restored back to required level or to exercise the Early Redemption Option. The occurrence of events above will be determined by the Debenture Holder/s solely and at its discretion. The Debenture Holder/s individually shall have the option to require the Company to redeem the Debentures ("Early Redemption Option") on happening of any of the Early Redemption Event/s. Upon the exercise of the Early Redemption Option by the Debenture Holder/s, the Debenture Trustee shall issue a notice to the Company for redemption of all amounts outstanding in relation to the debentures (including any unpaid principal, accrued but unpaid Coupon, Default Interest (if applicable)) as on the date of exercise of the Early Redemption Option ("Early Redemption Date"). The Company shall be required to make payment of the aggregate amounts outstanding in relation to the Debentures, to the exercising Debenture Holder/ Debenture Holders. For the purpose of clarification ,the issue of notice for exercising the Optional Acceleration Redemption by the Debenture Holder/s shall not be dependent upon the consent of the Majority Debenture Holders.
Financial Covenants	During the currency of the NCDs, the Issuer shall maintain the below mentioned ratio on consolidated audited financials as detailed below but no limited to :the following: • Maximum Net Debt/Equity of 7x; • where Net Debt means aggregate of: Consolidated long term debt outstanding including current maturities, whether secured or unsecured, plus • Consolidated Short-term debt outstanding, whether secured or unsecured, plus • Redeemable preference shares outstanding, plus Corporate guarantees, Contingent Liabilities, Accrued Interest of ZCB, Sub Debt Minus • o Unencumbered Cash and Bank balance • o Unencumbered Liquid Investments Equity shall mean issued and paid up Equity share capital plus all reserves (excluding revaluation reserves and deferred tax assets), CCDs and other forms of compulsory convertible instruments as per latest audited financials of the issuer. All the Financial Covenants shall be tested with a written validation of covenant testing from the Issuer on a semi-annual basis every year, starting from September 30, 2020.The Company shall submit a certificate to the Debenture Trustee confirming the compliance with the Financial Covenants within 60 days from the end of each reporting half yearly.
Other covenants	1. The Issuer shall not amend or modify Clause in its Memorandum of Association and Article of Association prejudicially affecting the interest of the Debenture Holders or the Debenture Trustee, without prior consent of the Debenture Trustee/Debenture Holders, 2. The Issuer shall promptly and in any event (not later than 7 business days of the

	change) inform the Debenture Trustee of all amendments and modification to its Memorandum of Association and Articles of Association 3. Provide standalone financial statements within 60 days after the end of the financial year and the half year. 4. Will promptly notify any Event of Default; 5. obtain, comply with and maintain all licenses / authorizations; 6. Issuer's net worth to remain positive during the Tenor of the Issue. 7. The Issuer shall maintain its corporate existence and right to carry on its business and NHB license and operations and comply with all Applicable Laws in all respects, at all times 8. The Issuer will keep the NCD holders advised of any circumstances adversely affecting their financial position including any action taken by any creditor, government authority against them 9. The Issuer shall be deemed to have given their express consent to the Debenture Holders to disclose the information and data furnished by them to the lenders and also those regarding the credit facility/ies enjoyed by the Issuer, conduct of accounts to the Credit Information Bureau (India) Ltd. ("CIBIL"), or RBI or any other agencies specified by RBI who are authorized to seek and publish information only in case of event of default or if required by statutory authorities 10. Any of the Directors being non-compliant with the fit and proper criteria of directors for NBFC as defined by RBI, it is the duty of the company to inform the debenture trustee and the Debenture Holders within a period of seven days.
Material Adverse Effect	Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise, or prospects of the Company; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder); or (d) the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document.
Day Count Basis	Actual / Actual
Interest on Application Money	Payable at the Coupon Rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque (s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in date and Deemed Date of Allotment are the same, no interest on Application money is to be paid.
Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	• Proposed to be listed on the 'Wholesale Debt Market Segment' of BSE Limited within 20 (twenty) days from the Deemed Date of Allotment. • In case of delay in listing of the Debentures beyond 20 (twenty) days from the Deemed Date of Allotment, the Company will pay penal interest of 1 % p.a. over the Coupon Rate from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such Debentures.
Representations and Warranties of the Issuer	As mentioned in the caption titled "Representations and Warranties of the Issuer" in the Shelf Disclosure Document to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures. 1. The Company is registered with the NHB as an HFC. 2. No Event of Default has occurred and is continuing on the date of this transaction. 3. The Debentures under this Issuance shall rank pari passu amongst themselves, and with all other secured creditors. 4. Binding obligation of Transaction Documents. 5. No conflict with other obligations / constitutional documents. 6. No Material Adverse Change in business, condition or operations of the Issuer. 7. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence.

	8. Absence of any material pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Facility. And as set out in greater detail in the Debenture Trust Deed
Minimum Application size and in multiples of debt security thereafter	The minimum application size for the Issue shall be 10 (ten) Debentures and in multiples of 1 (one) Debenture thereafter.
Issuance mode of the Instrument	Dematerialised only
Trading mode of the Instrument	Dematerialised only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depository	NSDL / CDSL
Business Day	Means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Mumbai.
Business Day Convention	If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, then the succeeding Business Day will be considered as the effective date. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. If the Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until the payment made but excluding the date of such payment.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the interest / redemption amounts due on any due date, which shall be the date falling 15 (fifteen) calendar days prior to any due date.
Transaction Documents	i. Debenture Trustee Agreement ii. Debenture Trust Deed iii. Deed of Hypothecation iv. Shelf Disclosure Document and Issue Addendum for each Series/ Tranche, if applicable; v. PAS-4 vi. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. vii. Such other documents as agreed between the Issuer and the Debenture Trustee from time to time. viii. Letter appointing Trustees to the Debenture Holders; ix. Board / Committee Resolution authorising this Issuance; x. Applicable Shareholder Resolutions under the Companies Act, 2013; xi. Rating Letter issued by aforesaid Rating Agency(ies); and xii. Tripartite Agreements with the Depository(ies) and Registrar & Transfer Agent.
Conditions Precedent to Disbursement	Customary to such financing transaction, including but not limited to: 1. Execution of Shelf Disclosure Document, 2. Credit Rating Letter & Rationale 3. Trustee Consent Letter – wherein Debenture Trustee consents to act as the debenture trustee for the Debenture holders, 4. BSE In-principle Approval for Listing, 5. Resolution of the Company's board of directors/ Committee authorizing the issuance of Debentures; 6. Resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013, 7. Resolution of the shareholders of the Company under Section 180(1)(a) of the Companies Act, 2013, 8. Execution of the Debenture Trustee Agreement, 9. Any other document as set out in the Transaction Documents.

<table>
<tr><td>Conditions Subsequent to Disbursement</td><td>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment including but not limited to:
i. Perfection of Security within 180 days from the Deemed Date of Allotment by way of filing of CHG-9 with the Registrar of Companies.
ii. Execution of Debenture Trust Deed within 60days from Deemed Date of Allotment
iii. Within 7 (seven) Business Days from the Deemed Date of Allotment, credit the Debentures in dematerialized form to the respective dematerialised accounts of the Debenture holders.
iv. Within 15 (fifteen) days from the Deemed Date of Allotment, the Company shall file the return of allotment of securities under Form No. PAS-3 with the Registrar of Companies.
v. Within 15 (fifteen) days from the Deemed Date of Allotment, the Company shall provide evidence that the Form PAS-5 is being maintained.</td></tr>
<tr><td>EBP Process</td><td>Issue and Payment Procedure

• Bidding Process

All Eligible Participants are required to apply for the Issue and make payment of the full application amount in accordance with the Bidding Process outlined in the Shelf Disclosure Document. The Issue will be through open bidding on the EBP platform in line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 or such other circular issued from time to time.

• Manner of settlement

Settlement of the Issue will be done through the [escrow account of the Issuer / ICCL] and the account details are given in the section on ‘Payment Mechanism’ of this Shelf Disclosure Document.

• Provisional or Final Allocation

Allocation shall be made on a pro rata basis in the multiples of the bidding lot size, i.e., in multiples of Rs. 10,00,000. Post completion of bidding process, the Issuer will upload the provisional allocation on the BSE EBP platform. Post receipt of details of the successful bidders, the Issuer will upload the final allocation file on the BSE-EBP platform.

• Payment Mechanism

Payment of subscription money for the Bonds should be made by the Identified Investors as notified by the Issuer.
The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Ltd (ICCL).

List of Designated Banks is as under:
<table>
<tr><td></td><td>ICICI BANK</td><td>YES BANK</td><td>HDFC BANK</td></tr>
<tr><td>Beneficiary Name</td><td>Indian Clearing Corporation Ltd</td><td>Indian Clearing Corporation Ltd</td><td>Indian Clearing Corporation Ltd</td></tr>
<tr><td>Account Number</td><td>ICCLEB</td><td>ICCLEB</td><td>ICCLEB</td></tr>
<tr><td>IFSC Code</td><td>ICIC0000106</td><td>YESB0CMSNOC</td><td>HDFC0000060</td></tr>
<tr><td>Mode</td><td>RTGS</td><td>RTGS</td><td>RTGS</td></tr>
</table>

Successful bidders must do the subscription amount payment to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date (“Pay-in Time”). Identified Investors should ensure to make payment of the subscription amount for the Bonds from their same bank account which is updated by them in the BSE EBP platform while placing the bids. In case of mismatch in the bank account details between BSE - EBP platform and the bank account from which payment is done by the successful bidder, the payment would be returned.</td></tr>
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	Note: In case of failure of any Identified Investor to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to issue Bonds to such Identified Investors. • **Settlement Process** Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay-In Date, and the Depositories shall accordingly credit the allocated Bonds to the demat account of the successful bidder. The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 p.m. on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 p.m. on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to the Issuer the transfer of Bonds in the demat account(s) of the successful bidder(s).
Method of Allotment	Uniform Yield
Bid Timing	9.15 am to 11.15 am
Settlement cycle	T+1
Manner of Bidding	Close Bidding
Settlement Through	ICCL & BSE
Default Interest Rate/Additional Interest Rate	In case of Events of Default, including payment of Interest and/or principal repayment on the (Coupon Payment Date/ Redemption Date) additional interest of 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period on the default amount i.e. from the due dates until the date of actual payment. In the event the security stipulated is not created and perfected within the timelines as stipulated in the "Issue Details", additional interest of 2% (two percent) per annum or such higher rate as may be prescribed by law, shall be payable on the principal amount of the Debentures till the date of creation and perfection of the Security
Event of Defaults	The occurrence of inter alia any one of the following events shall constitute an "Event of Default" by the Company and upon occurrence of any events of default as more specifically defined and described in the Debenture Trust Deed to be executed between the Issuer and the Debenture Trustee (in accordance with the cure periods stipulated in the Debenture Trust Deed): • Failure on the part of the Company to pay all or any part of any payment obligation (including principal, coupon, default interest etc) in respect of the NCDs and under the Transaction Documents on their respective Coupon Payment Dates or Redemption Date. • Any default by the Issuer or its Holding Company or Subsidiary Company caused by inability to pay/ re-pay its debts, breach of its obligations under the respective security and financing documents, any financial indebtedness becoming repayable immediately or prior to its specified maturity shall cause a cross-default under this Issue and will be considered an event of default. • Failure on the part of the Company to pay early redemption amounts on Early Redemption Date in accordance with the notice issued by the Debenture Trustee as per the provisions of Early Redemption Event. • Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby within the specified time periods (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests purported to be created thereby being jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured thereby or any part thereof being disaffirmed by or on behalf of the Company

	or any other party thereto. • Failure to credit the Debentures to the dematerialized account of the Debenture Holders with the Depositories within 7 (seven) business days from the Deemed Date of Allotment of the Debentures; • Any failure of the Company to comply with any of the provisions of the Transaction Documents in relation to the Security and Security Cover including but not limited to breach by the Company of the requirement to maintain Security Cover. • The company fails to comply with applicable law in relation to the Debentures, unless the failure to comply is, in the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), capable of remedy and is remedied within 15 (Fifteen) days of the notice issued by the Debenture Trustee to the Company • Any or all of the representations and warranties or information provided by the Company as set out in any Transaction Document and/or any information provided by the Company being and/or deemed to be untrue, incomplete, incorrect or misleading in a material respect and/or any material information has been concealed from the Debenture Holders by the Company which may lead to an Event of Default in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders). • The Company: (i) is unable or admits inability to pay its Financial Indebtedness as they fall due; or (ii) suspends making payments on any of its Financial Indebtedness, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company; • The occurrence of any event or condition or any series of events or conditions which, in the opinion of the Debenture Trustee, acting solely on the instructions of the majority debenture holders constitutes or might constitute a material adverse effect affecting the Company's ability to comply with their respective obligations under the Transaction Documents unless the occurrence of such Material Adverse Effect is, in the discretion of the Debenture Trustee, capable of remedy and is not remedied within 15 (fifteen) days of the notice issued by the Debenture Trustee to the Company. • The Company suspending or ceasing to carry on its respective business or gives notice of its intentions to do so. • If, in the reasonable opinion of the Debenture Trustee, the security interests of the Debenture Holder(s)/Beneficial Owner(s) made available in relation to the Debentures, is in jeopardy or under threat or ceases to have effect. • It is or becomes unlawful for the Company to perform any of its material obligations under the Transaction Documents relating to Debenture outstanding and/or the Security Interests or if the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect or is alleged by any party to it to be ineffective for any reason and the cessation individually or cumulatively materially and adversely affects the interests of the Debenture Holders under the Transaction Documents. • If the Company is declared an insolvent undertaking under the applicable Insolvency and Bankruptcy Code, 2016, as amended or if a reference has been made to the relevant bench of the National Company Law Tribunal, by a creditor under the said code and the Company has not resolved the complaint or is nationalized or is under the management of the Central Government or the Company takes advantage of any law for the relief of insolvent debtors; • All or a material part of the undertaking, assets, rights or revenues of the Company

	are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority; • Any Transaction Document once executed and delivered, ceases to be in full force and effect or becomes unlawful, invalid or unenforceable or fails to provide the Debenture Trustee and the Debenture Holders/ Beneficial Owners with the interests in the Secured Property intended to be created thereby; •
Consequences of Event of Default	On and at any time after the occurrence of an Event of Default, the Debenture Trustee shall if so directed by the majority debenture holder(s): • declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; • accelerate the redemption of the NCDs; enforce such security in such a manner as the Debenture Holders may deem fit; • exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.
Provisions related to Cross Default	Cross default shall be triggered upon occurrence of any of the following events: • Aadhar or it's Subsidiary Company (AHFL entities) is unable or has admitted in writing its inability to pay any of its financial indebtedness as they mature or when due; • An event of default, howsoever described, occurs and is subsisting under any agreement or document relating to any financial indebtedness of the AHFL entities; • Any financial indebtedness of the AHFL entities is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or any provision having a similar effect (howsoever described); • If any lender, including any financial institution or bank with whom the AHFL entities has entered into agreement(s) for financial assistance, has (except arising solely out of the financial position or financial inability of such bank or financial institution) recalled its/ their assistance; • Majority Debenture Holders or affiliate of Majority Debenture Holders becomes entitled to declare a default under any other agreement that is made between AHFL entities and that affiliate or a Debenture holder; • Any creditor of the AHFL entities declares or becomes entitled to declare any financial indebtedness of that entity due and payable prior to its specified maturity as a result of any actual or potential default, event of default, credit review event or similar event (however described). • If any lender, including any financial institution or bank with whom the Group has entered into agreement(s) for financial assistance, has initiated any proceeding against the AHFL entities enforcement proceedings including proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act,2002, or the rules made thereunder, as amended from time to time.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holder(s), investment manager of the Debenture Holders, and their respective shareholders, officers, directors, employees, representatives and attorneys from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of the terms of the Transaction Documents by the Issuer.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with

	the laws of India and the parties submit to the exclusive jurisdiction of the courts in New Delhi/ Mumbai and as more particularly provided for in the Debenture Trust Deed.
Conflict	In case of any repugnancy, inconsistency or where there is a conflict between the conditions/covenants as are stipulated under any transaction document/s to be executed by the Company, the provisions mentioned in the Debenture Trust Deed shall prevail and override the provisions mentioned elsewhere.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include: • Debenture Trustee's fees; • Rating fees; • Stamping and registration costs in relation to all Transaction Documents; • Any other reasonable transaction related expense incurred by the Debenture Holders
Taxes, Duties, Costs and Expenses	• Relevant taxes, duties and levies are to be borne by the Issuer. • The charges/ fees and any amounts payable under the Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally.
Issue Timing Issue / Bid Opening Date Issue/ Bid Closing Date Issue/ Pay-in Date Issue/ Bid Deemed Date of Allotment	 September 04,2020 September 04,2020 September 07,2020 September 07,2020

Bond Cash Flows on a per Debenture Basis

Face Value	**10,00,000**				
Coupon Rate	**7.35%**				
Date	**Net Cash Flow**	**Principal**	**Interest**	**Principal O/s**	**days**
07 September 2020	(10,00,000)			10,00,000	
07 September 2021	73,500	-	73,500	10,00,000	365
28 February 2022	10,35,038	10,00,000	35,038	-	174

*Subject to Business day convention

For **Aadhar Housing Finance Limited**

Authorised Signatory