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April 27, 2018



Franklin Templeton Mutual Fund

Indiabulls Finance Center,
Tower 2, 12th & 13th Floor,
Senapati Bapat Marg,
Elphinstone (W), Mumbai - 400 013.

ADDENDUM TO THE SHELF DISCLOSURE DOCUMENT DATED April 26, 2018

ISSUE OF UPTO 5000 SERIES XXV AA SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 10,00,000 PER DEBENTURE AGGREGATING TO INR 500,00,00,000

This Addendum to Shelf Disclosure Document is issued in terms of and pursuant to the Shelf Disclosure Document dated April 26, 2018. All the terms, conditions and information as stipulated in the Shelf Disclosure Document are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same. This Addendum to the Shelf Disclosure Document must be read in conjunction with the Shelf Disclosure Document.

Broad terms of the Issue

Name of the Instrument	ICFL Series XXV Secured Redeemable Non-Convertible Debentures
Series	Series XXV- 2 May 2023
Face Value	INR 10 Lakh per Debenture
Issue Price	At Par - INR 10 Lakh per Debenture
Redemption date	2 May 2023
Allotment Quantity	5000
Issue Size	INR 500.00 Crs
Security Cover	1.0x
Value Date	2 May 2018
Maturity	2 May 2023
Tenor	1826 days
Security Name	ICFL Series XXV - Secured Redeemable Non-Convertible Debentures
Series	Series XXV - 2 May 2023
Issuer/ Borrower/ Company	IndoStar Capital Finance Limited
Type of Instrument	Secured -- Redeemable Non-Convertible Debentures
Nature of Instrument	Secured

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Seniority	Senior (Pari-passu)
Mode of Issuance	Private Placement
Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	<ul style="list-style-type: none"> Proposed to be listed on the Wholesale Debt Market Segment of BSE Limited within 20 days from the Deemed Date of Allotment. In case of delay in listing of the NCDs beyond 20 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 days from the Deemed Date of Allotment till the listing of such NCDs to the Debenture Holder.
Rating of the Instrument	" AA-" by CARE Ltd
Issue Size	INR 500.00 Crore (Rupees Five Hundred Crores Only)
Minimum Subscription Amount	INR 500.00 Crore (Rupees Five Hundred Crores Only)
Option to retain oversubscription (Amount)	N.A.
Objects of the Issue	General Corporate Purposes
Details of the utilization of the Proceeds	General Corporate Purpose
Coupon Rate	<p>Benchmark Rate plus Spread of 0.95% (95 basis points), p.a. payable monthly</p> <ul style="list-style-type: none"> Spread for the first year will be settled at 0.95% Spread can never be negative. Spread for subsequent years will be decided basis spread reset mechanism.
Benchmark Rate	<p>"1 year SBI MCLR " which is 1 yr MCLR rate of State Bank of India Bank observed on the page : https://www.sbi.co.in/portal/web/interest-rates/mclr</p>
Benchmark Fixing & Observation dates	<p>Benchmark Fixing: 1 year SBI MCLR rate observed on the last working day of the previous month to arrive at the coupon payable for the next month.</p> <p>Observation Dates: Last working day of the previous month to arrive at the coupon payable for the next month Incase the observation date is a holiday then the previous preceding working date.</p>
Floor and CAP for Coupon Rate	<p>Coupon Rate will be capped at Benchmark Rate plus Spread of 2.00% (200 basis points), p.a. payable monthly and would have a Floor of "Benchmark Rate plus NIL Spread" Spread will be never be Negative for the tenor of the NCDs</p>

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Step Up/Step Down Coupon Rate	N.A.
Coupon Amount	Accrued Interest on the paid-up value of NCDs payable on Coupon Payment Date
Coupon Payment Frequency	Monthly
Coupon Payment Dates	As mentioned later in "Illustration of Bond Cash Flows per Debenture"
Coupon Type	Floating
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	<p>Subsequent to the initial spread, the spread shall be mutually decided between the Issuer and the investors as per the mechanism stated below and at annual intervals thereafter, till maturity of the instrument</p> <p>Reset mechanism:</p> <ul style="list-style-type: none"> The issuer will communicate via a "Spread reset notice" the proposed revised spread to NCD Holders, at least 30 business days prior to the Spread reset date. The NCD Holders, to whom the proposed Revised spread is acceptable, shall communicate their acceptance to the Issuer at least 7 business days prior to the spread reset date. For these NCD Holders this shall be set as the spread for the subsequent year. If need be, there can be several rounds of discussion on spread revision between the NCD Holders and Issuer. However these will have to be concluded within the above stated timelines. On agreement between the Issuer and the NCD Holders on the spread, the NCD Holders will inform their acceptance of the Spread to the Issuer, prior to each spread reset date. NCD Holders to whom the proposed revised spread is not acceptable, shall be mandatorily redeemed on the spread reset date as per "Early redemption schedule" mentioned later. However, till redemption is completed as per Early Redemption Schedule given below, the current spread (as agreed upon between investors and issuer) will continue If the issuer does not communicate via a "spread reset notice" within the stipulated timeline, the current spread will continue
Day Count Basis	Actual/ Actual
Interest on Application Money	9.10 % p.a.
Default Interest Rate	2% p.a. over the Coupon Rate for the defaulting period
Tenor	1826 Days
Redemption Schedule & Dates	<ul style="list-style-type: none"> At 2nd day of 57th, 58th 59th Month & on Maturity Date from the Deemed Date of Allotment in 4 equal instalment of the NCD Amount Outstanding. 1st Instalment - 2-Feb-2023 2nd Instalment - 2-Mar-2023 3rd Instalment - 2-Apr-2023

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	• 4 th Instalment - 2-May-2023
Redemption Amount	INR 10 Lakh (Rupees Ten Lakh Only) per Debenture, aggregating to INR 500.00 Crore (Rupees Five Hundred Crores Only)
Redemption Premium /Discount	N.A.
Face Value	INR 10 Lakh per Debenture
Issue Price	At Par - INR 10 Lakh per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put Option Date	N.A.
Put Option Price	N.A.
Put Option Notice	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Call Option Notice	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Minimum Application and in multiples of 1 Debt securities thereafter	1 (One) Debenture
Issue Timing	
1. Issue/Bid Opening Date	27 April 2018
2. Issue/Bid Closing Date	27 April 2018
3. Pay-in Date	2 May 2018
4. Deemed Date of Allotment	2 May 2018
Issuance mode of the Instrument	Dematerialised only
Trading mode of the Instrument	Dematerialised only
Settlement mode of the Instrument	Cheque(s) / Direct Credit / Electronic Clearing Services / RTGS (Electronic mode) / Fund Transfer
Depository	NSDL & CDSL



Business Day Convention	<ul style="list-style-type: none"> Other than the Deemed Date of Allotment and Coupon Payment Date, should any of the other date(s) fall on a Saturday, Sunday and/or on a Public Holiday/s in the city of Mumbai and Delhi, the preceding Business Day shall be considered as the effective Business Day. Should the Deemed Date of Allotment or any Coupon Payment Date fall on a Saturday, Sunday and/or on a Public Holiday/s in the city of Mumbai and Delhi, the immediately succeeding Business Day shall be considered as the effective Business Day however the calculation of the of the said coupon payment would be as per the schedule originally stipulated at the time of issuing the security. Thus, the subsequent coupon schedule would not be disturbed.
Record Date	15 days prior to each Coupon Payment / Redemption Date
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security).	<p>To be created in favor of the Debenture Trustee, as follows:</p> <ul style="list-style-type: none"> First pari-passu (with banks and financial institutions which provide credit facilities to the Issuer) charge on by way of hypothecation on the standard asset portfolio of receivables of the Issuer; and First pari-passu charge on immovable property situated at village Maharajpura of Kadi taluka, Mehsana district, Gujarat Security Cover: 1.0x
Security Creation	<ul style="list-style-type: none"> The Issuer undertakes to create security within 3 months from the deemed date of allotment. Any delay in security creation would attract penal interest of 2% p.a. over and above the coupon rate for the delayed period till such conditions are complied with, at the option of the debenture holders.
Transaction Documents	Debenture Trust Deed and/or any other documents as may be considered necessary by the Company, the Debenture Trustee and/or the Debenture Holders.
Conditions Precedent to Disbursement	As per Debenture Trust Deed
Condition Subsequent to Disbursement	As per Debenture Trust Deed
Other Covenants	<ol style="list-style-type: none"> Capital adequacy shall be maintained at minimum 20% during the tenure of NCD Gross NPA shall not exceed 5% of assets under management of the AUM during the tenure of the NCD No change in name of issuer during the tenure of NCD If at any time during the tenure of the NCDs, the rating of the issuer falls below A, the debenture holder will have a right, but not an obligation, to require the issuer to redeem the debentures. The Debentures along with the accrued

	<p>interest shall become due and payable within 30 (Thirty) days upon receipt of written notice from Debenture Trustee of happening of the rating downgrade.</p> <p>All covenants would be tested on a semi annual basis as on 30th September and 31st March every year till the final redemption of the debentures.</p> <p>The covenants shall be certified y the company within 45 calendar days from the end of each financial half year.</p>
Early redemption option & Early Redemption Schedule	<p>Early redemption option:</p> <p>NCD Holders to whom the proposed revised spread is not acceptable, shall be mandatorily redeemed on the spread reset date as per the schedule mentioned below. However, till redemption is completed as per Early Redemption Schedule given below, the current spread (as agreed upon between investors and issuer) will continue</p> <p>Early Redemption Schedule:</p> <ul style="list-style-type: none"> • On the Spread Reset Date: 25% of the Amount to be redeemed under "Early Redemption Option". • At the end of 1st Month from the Spread Reset Date: 25% of the Amount to be redeemed under "Early Redemption Option • At the end of 2nd Month from the Spread Reset Date: 25% of the Amount to be redeemed under "Early Redemption Option. • At the end of 3rd Month from the Spread Reset Date: 25% of the Amount to be redeemed under "Early Redemption Option.
Events of Default	<p>Events of default as stated in the NCD Documentation, including but not limited to the following:</p> <ul style="list-style-type: none"> • Failure to pay amounts due under the Issue on the relevant due date by the Issuer; • Insolvency, reorganization, liquidation, suspension of payment of debts, winding up, illegality, cessation of business by the Issuer; • Illegality, cessation of business of the Issuer; • Security in jeopardy; • Bankruptcy, CDR proceedings filed with respect to the Issuer; • Breach of any of the terms of the Transaction Documents by the Issuer; • Breach of any covenants; • Breach of any Representations and Warranties; • Nationalization or expropriation of any of a substantial part of the assets of the Issuer; • Unlawfulness or moratorium;




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Consequences of Event of Default	<p>The consequences of default will, include but not be limited to the following:</p> <ul style="list-style-type: none"> • Acceleration of all outstanding dues, cancellation of total Issue and enforcement of Security; • To transfer assets of the Issuer comprised within the Security created in favour of Debenture Trustee or such other person by way of lease, leave and license, sale or otherwise. Any surplus realized from the transfer of assets after fulfilment of all the obligations of the Issuer under the Issue shall be paid to the Issuer; • Enforce its right under the Transaction Documents; • Appropriate any amount in the Accounts and utilize it for payment/repayment of any amount outstanding under the Issue; • Charge Default Interest. It is clarified that the default interest shall be charged from the date of occurrence of event of default irrespective of the same being declared by the Investor(s) till such date the default subsists • Any cost incurred on any of the above shall be borne by Issuer
Provisions related to Cross Default Clause	<p>Any financial indebtedness of the Issuer(i) becomes prematurely due and payable and (ii) is called or demanded, is placed on demand; or (iv) a corporate guarantee of the Issuer is called or demanded, in each case, as a direct or indirect result of an event of default</p>
Role and Responsibilities of Debenture Trustee	<p>To oversee and monitor the overall transaction for and on behalf of the Debenture Holders, as per the terms of the Transaction Documents</p>
Governing Law and Jurisdiction	<p>The Debenture Documents shall be governed by the laws of India. The Courts in Mumbai will have exclusive jurisdiction in relation to any dispute that may arise out of or in connection with any of the Debenture Documents.</p>
Taxation	<p>All the taxes as per law excluding Income tax, as and when applicable on the instrument from time to time shall be borne by the Company.</p>
<p>As this issue is through Electronic Book Mechanism, the participants should complete the funds pay in as per SEBI circular 'SEBI/HO/DDHS/CIR/P/2018/05' dated January 5, 2018 including any amendment thereof and 'Updated Operational Guidelines for issuance of Securities on Private Placement basis through an Electronic Book Mechanism' of BSE (Ref. BSE Notice No - 20180425-7) including any amendment thereof.</p>	

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Illustration of Bond Cash Flows per Debenture

*Assuming Coupon is "Benchmark rate (8.15% p.a.) + Spread 0.95% = 9.10% p.a. for the tenor of Loan.

Month No	From Date	To Date	Interest Rate	No of Days in coupon period/Principal Period	Principal Payment	Interest Amount
1	02-05-2018	02-06-2018	9.10%	31 / 365		7,728.77
2	02-06-2018	02-07-2018	9.10%	30 / 365		7,479.45
3	02-07-2018	02-08-2018	9.10%	31 / 365		7,728.77
4	02-08-2018	02-09-2018	9.10%	31 / 365		7,728.77
5	02-09-2018	02-10-2018	9.10%	30 / 365		7,479.45
6	02-10-2018	02-11-2018	9.10%	31 / 365		7,728.77
7	02-11-2018	02-12-2018	9.10%	30 / 365		7,479.45
8	02-12-2018	02-01-2019	9.10%	31 / 365		7,728.77
9	02-01-2019	02-02-2019	9.10%	31 / 365		7,728.77
10	02-02-2019	02-03-2019	9.10%	28 / 365		6,980.82
11	02-03-2019	02-04-2019	9.10%	31 / 365		7,728.77
12	02-04-2019	02-05-2019	9.10%	30 / 365		7,479.45
13	02-05-2019	02-06-2019	9.10%	31 / 365		7,728.77
14	02-06-2019	02-07-2019	9.10%	30 / 365		7,479.45
15	02-07-2019	02-08-2019	9.10%	31 / 365		7,728.77
16	02-08-2019	02-09-2019	9.10%	31 / 365		7,728.77
17	02-09-2019	02-10-2019	9.10%	30 / 365		7,479.45
18	02-10-2019	02-11-2019	9.10%	31 / 365		7,728.77
19	02-11-2019	02-12-2019	9.10%	30 / 365		7,479.45
20	02-12-2019	02-01-2020	9.10%	31 / 365		7,728.77
21	02-01-2020	02-02-2020	9.10%	31 / 365		7,728.77
22	02-02-2020	02-03-2020	9.10%	29 / 366		7,210.38
23	02-03-2020	02-04-2020	9.10%	31 / 366		7,707.65
24	02-04-2020	02-05-2020	9.10%	30 / 366		7,459.02
25	02-05-2020	02-06-2020	9.10%	31 / 366		7,707.65
26	02-06-2020	02-07-2020	9.10%	30 / 366		7,459.02
27	02-07-2020	02-08-2020	9.10%	31 / 366		7,707.65
28	02-08-2020	02-09-2020	9.10%	31 / 366		7,707.65
29	02-09-2020	02-10-2020	9.10%	30 / 366		7,459.02
30	02-10-2020	02-11-2020	9.10%	31 / 366		7,707.65
31	02-11-2020	02-12-2020	9.10%	30 / 366		7,459.02
32	02-12-2020	02-01-2021	9.10%	31 / 366		7,707.65
33	02-01-2021	02-02-2021	9.10%	31 / 366		7,707.65
34	02-02-2021	02-03-2021	9.10%	28 / 365		6,980.82

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Month No	From Date	To Date	Interest Rate	No of Days in coupon period/Principal Period	Principal Payment	Interest Amount
35	02-03-2021	02-04-2021	9.10%	31 / 365		7,728.77
36	02-04-2021	02-05-2021	9.10%	30 / 365		7,479.45
37	02-05-2021	02-06-2021	9.10%	31 / 365		7,728.77
38	02-06-2021	02-07-2021	9.10%	30 / 365		7,479.45
39	02-07-2021	02-08-2021	9.10%	31 / 365		7,728.77
40	02-08-2021	02-09-2021	9.10%	31 / 365		7,728.77
41	02-09-2021	02-10-2021	9.10%	30 / 365		7,479.45
42	02-10-2021	02-11-2021	9.10%	31 / 365		7,728.77
43	02-11-2021	02-12-2021	9.10%	30 / 365		7,479.45
44	02-12-2021	02-01-2022	9.10%	31 / 365		7,728.77
45	02-01-2022	02-02-2022	9.10%	31 / 365		7,728.77
46	02-02-2022	02-03-2022	9.10%	28 / 365		6,980.82
47	02-03-2022	02-04-2022	9.10%	31 / 365		7,728.77
48	02-04-2022	02-05-2022	9.10%	30 / 365		7,479.45
49	02-05-2022	02-06-2022	9.10%	31 / 365		7,728.77
50	02-06-2022	02-07-2022	9.10%	30 / 365		7,479.45
51	02-07-2022	02-08-2022	9.10%	31 / 365		7,728.77
52	02-08-2022	02-09-2022	9.10%	31 / 365		7,728.77
53	02-09-2022	02-10-2022	9.10%	30 / 365		7,479.45
54	02-10-2022	02-11-2022	9.10%	31 / 365		7,728.77
55	02-11-2022	02-12-2022	9.10%	30 / 365		7,479.45
56	02-12-2022	02-01-2023	9.10%	31 / 365		7,728.77
57	02-01-2023	02-02-2023	9.10%	31 / 365	2,50,000.00	7,728.77
58	02-02-2023	02-03-2023	9.10%	28 / 365	2,50,000.00	5,235.62
59	02-03-2023	02-04-2023	9.10%	31 / 365	2,50,000.00	3,864.38
60	02-04-2023	02-05-2023	9.10%	30 / 365	2,50,000.00	1,869.86

Note: Interest payment would be rounded off to the nearest rupee

Final Cash Flows

*Assuming Coupon is "Benchmark rate (8.15% p.a.) + Spread 0.95% = 9.10% p.a. for the tenor of Loan.

Month No	From Date	To Date	Interest Rate	No of Days in coupon period/Principal Period	Principal Payment	Interest Amount
1	02-05-2018	02-06-2018	9.10%	31 / 365		3,86,43,836
2	02-06-2018	02-07-2018	9.10%	30 / 365		3,73,97,260
3	02-07-2018	02-08-2018	9.10%	31 / 365		3,86,43,836
4	02-08-2018	02-09-2018	9.10%	31 / 365		3,86,43,836
5	02-09-2018	02-10-2018	9.10%	30 / 365		3,73,97,260
6	02-10-2018	02-11-2018	9.10%	31 / 365		3,86,43,836

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Month No	From Date	To Date	Interest Rate	No of Days in coupon period/Principal Period	Principal Payment	Interest Amount
7	02-11-2018	02-12-2018	9.10%	30 / 365		3,73,97,260
8	02-12-2018	02-01-2019	9.10%	31 / 365		3,86,43,836
9	02-01-2019	02-02-2019	9.10%	31 / 365		3,86,43,836
10	02-02-2019	02-03-2019	9.10%	28 / 365		3,49,04,110
11	02-03-2019	02-04-2019	9.10%	31 / 365		3,86,43,836
12	02-04-2019	02-05-2019	9.10%	30 / 365		3,73,97,260
13	02-05-2019	02-06-2019	9.10%	31 / 365		3,86,43,836
14	02-06-2019	02-07-2019	9.10%	30 / 365		3,73,97,260
15	02-07-2019	02-08-2019	9.10%	31 / 365		3,86,43,836
16	02-08-2019	02-09-2019	9.10%	31 / 365		3,86,43,836
17	02-09-2019	02-10-2019	9.10%	30 / 365		3,73,97,260
18	02-10-2019	02-11-2019	9.10%	31 / 365		3,86,43,836
19	02-11-2019	02-12-2019	9.10%	30 / 365		3,73,97,260
20	02-12-2019	02-01-2020	9.10%	31 / 365		3,86,43,836
21	02-01-2020	02-02-2020	9.10%	31 / 365		3,86,43,836
22	02-02-2020	02-03-2020	9.10%	29 / 366		3,60,51,913
23	02-03-2020	02-04-2020	9.10%	31 / 366		3,85,38,251
24	02-04-2020	02-05-2020	9.10%	30 / 366		3,72,95,082
25	02-05-2020	02-06-2020	9.10%	31 / 366		3,85,38,251
26	02-06-2020	02-07-2020	9.10%	30 / 366		3,72,95,082
27	02-07-2020	02-08-2020	9.10%	31 / 366		3,85,38,251
28	02-08-2020	02-09-2020	9.10%	31 / 366		3,85,38,251
29	02-09-2020	02-10-2020	9.10%	30 / 366		3,72,95,082
30	02-10-2020	02-11-2020	9.10%	31 / 366		3,85,38,251
31	02-11-2020	02-12-2020	9.10%	30 / 366		3,72,95,082
32	02-12-2020	02-01-2021	9.10%	31 / 366		3,85,38,251
33	02-01-2021	02-02-2021	9.10%	31 / 366		3,85,38,251
34	02-02-2021	02-03-2021	9.10%	28 / 365		3,49,04,110
35	02-03-2021	02-04-2021	9.10%	31 / 365		3,86,43,836
36	02-04-2021	02-05-2021	9.10%	30 / 365		3,73,97,260
37	02-05-2021	02-06-2021	9.10%	31 / 365		3,86,43,836
38	02-06-2021	02-07-2021	9.10%	30 / 365		3,73,97,260
39	02-07-2021	02-08-2021	9.10%	31 / 365		3,86,43,836
40	02-08-2021	02-09-2021	9.10%	31 / 365		3,86,43,836
41	02-09-2021	02-10-2021	9.10%	30 / 365		3,73,97,260
42	02-10-2021	02-11-2021	9.10%	31 / 365		3,86,43,836
43	02-11-2021	02-12-2021	9.10%	30 / 365		3,73,97,260
44	02-12-2021	02-01-2022	9.10%	31 / 365		3,86,43,836
45	02-01-2022	02-02-2022	9.10%	31 / 365		3,86,43,836
46	02-02-2022	02-03-2022	9.10%	28 / 365		3,49,04,110

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Month No	From Date	To Date	Interest Rate	No of Days in coupon period/Principal Period	Principal Payment	Interest Amount
47	02-03-2022	02-04-2022	9.10%	31 / 365		3,86,43,836
48	02-04-2022	02-05-2022	9.10%	30 / 365		3,73,97,260
49	02-05-2022	02-06-2022	9.10%	31 / 365		3,86,43,836
50	02-06-2022	02-07-2022	9.10%	30 / 365		3,73,97,260
51	02-07-2022	02-08-2022	9.10%	31 / 365		3,86,43,836
52	02-08-2022	02-09-2022	9.10%	31 / 365		3,86,43,836
53	02-09-2022	02-10-2022	9.10%	30 / 365		3,73,97,260
54	02-10-2022	02-11-2022	9.10%	31 / 365		3,86,43,836
55	02-11-2022	02-12-2022	9.10%	30 / 365		3,73,97,260
56	02-12-2022	02-01-2023	9.10%	31 / 365		3,86,43,836
57	02-01-2023	02-02-2023	9.10%	31 / 365	1,25,00,00,000	3,86,43,836
58	02-02-2023	02-03-2023	9.10%	28 / 365	1,25,00,00,000	2,61,78,082
59	02-03-2023	02-04-2023	9.10%	31 / 365	1,25,00,00,000	1,93,21,918
60	02-04-2023	02-05-2023	9.10%	30 / 365	1,25,00,00,000	93,49,315

For IndoStar Capital Finance Limited

**Accepted
For**

**Pankaj Thapar
Chief Financial Officer**



Authorized Signatory

IndoStar Capital Finance Limited

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