

Strictly private and confidential

INDOSTAR

February 25, 2019

Mr. Sachin Bansal

Sunny Brooks Gated Community,
Sarjapur Road, Doddakanelli,
Bengaluru – 560035.

ADDENDUM TO THE SHELF DISCLOSURE DOCUMENT DATED February 21, 2019 ("SHELF DISCLOSURE DOCUMENT").

ISSUE OF UPTO 1500 SERIES XXXIII TRANCHE A, AA- RATED SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 10,00,000 PER DEBENTURE AGGREGATING TO INR 150,00,00,000/-.

This Addendum to Shelf Disclosure Document is issued in terms of and pursuant to the Shelf Disclosure Document dated February 21, 2019. 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

Type of Instrument	Secured, Redeemable, Non-Convertible Debentures (the "Debentures")
Nature of Instrument	Secured
Seniority	Senior (pari-passu)
Mode of Issuance	Private placement
Issuer/ Company	IndoStar Capital Finance Limited
Tranche	Series XXXIII Tranche A– 26 th February 2021
Face Value	INR 10 Lakhs per Debenture
Issue Price	INR 10 Lakhs per Debenture
Redemption Date	26 th February 2021
Allotment Quantity	1500
Issue Size	INR 150.00 Crs
Security Cover	1.0x
Value Date/Deemed Date of Allotment	25 th February 2019
Maturity	26 th February 2021
Tenor	732 days
Security Name	ICFL Series XXXIII Tranche A Secured Redeemable Non-Convertible Debentures

IndoStar Capital Finance Limited

Registered Office : One Indiabulls Centre, 20th Floor, Tower 2A, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai - 400013, India
T +91 22 4315 7000 | F +91 22 4315 7010 | contact@indostarcapital.com | www.indostarcapital.com
CIN : L65100MH2009PLC268160

Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	<ul style="list-style-type: none"> The Debentures are 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 Debentures beyond 20 days from the Deemed Date of Allotment, the Company will pay penal interest of 12.25% from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures to the Debenture Holder.
Rating of the Instrument	" AA-" Stable by India Ratings
Minimum Subscription Amount	INR 150.00 Crore (Rupees One Hundred Fifty 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 Type	N.A.
Coupon Payment Frequency	N.A.
Coupon Rate	N.A.
Step Up/Step Down Coupon Rate	N.A.
Coupon Amount	N.A.
Coupon Payment Dates	N.A.
Coupon Reset Process	N.A.
Day Count Basis	N.A.
Interest on Application Money	N.A.
Default Coupon Rate	N.A.
Tenor	732 Days
Redemption Amount	INR 12,38,380 (Rupees Twelve Lakh Thirty Eight Thousand Three Hundred Eighty Only) per Debenture, aggregating to INR 185,75,70,000 Crore (Rupees One Hundred Eighty Five Crores Seventy Five Lakh Seventy Thousand Only)
Redemption Premium	35,75,70,000
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	Minimum 10 (Ten) Debentures per Application
Issue Timing	
1. Issue/Bid Opening Date	22 nd February 2019
2. Issue/Bid Closing Date	22 nd February 2019
3. Pay-in Date (T+1)	25 th February 2019
4. Deemed Date of Allotment	25 th February 2019
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
Class / Classes of investors	Individual
Depository	NSDL & CDSL
Debt Equity Ratio (Including Current Issue)	2.23:1
Mode of Allotment / Allocation option	Uniform Yield
Mode of Settlement	ICCL
Manner of Bidding	Open Book
Provision related to cross default	N.A.
Business Day Convention	<ul style="list-style-type: none"> Other than the Deemed Date of Allotment, should any of the other date(s) fall on a day that is not a Business day, then immediately preceding Business Day shall be considered as the effective Business Day. Should the Deemed Date of Allotment fall on a day that is not a Business day, then immediately succeeding Business Day shall be considered as the effective Business Day. However the calculation 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. <p>"Business Day" shall be a day on which Money Market is functioning in Mumbai, however shall exclude Saturday, Sunday or any other day on which banks are closed in Mumbai.</p>
Record Date	15 days prior to 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 by way of hypothecation on the standard asset portfolio of receivables of the Issuer with a security cover of minimum 1.0x; and First pari-passu charge on immovable property situated at village Maharajpura of Kadi taluka, Mehsana district, Gujarat



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 13.25% p.a. for the delayed period till security creation is complete, 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
Early redemption Option	<p>In case any of the following events happen:</p> <ul style="list-style-type: none"> (i) the long-term Credit rating of the Issuer is downgraded below India Ratings AA-, (ii) Minimum Capital Adequacy Ratio of 20% is breached; (iii) Gross NPA exceed 5% of assets under management <p>the Debenture Holders/Investors will have an option to call for an early redemption of the Debentures by the Issuer ("Early Redemption Option"). The Debenture Holders/Investors, seeking early redemption (the "Specified Debenture Holders") shall duly communicate their intention to exercise the Early Redemption Option in writing to the Issuer ("Early Redemption Letter").</p> <p>Upon exercise of the Early Redemption Option as aforesaid the Issuer shall redeem the Debentures only to Specified Debenture Holders within 25 Business Days from the date of receipt of the Early Redemption Letter. However all other Debentures (other than the Debentures redeemed to Specified Debenture Holders) shall be redeemed on Redemption Date.</p> <p>The early redemption amount, in case the option is exercised, will be calculated using an XIRR of 11.25%</p> <p>For the purpose of this clause covenant of Minimum Capital Adequacy and Gross NPA as mentioned above shall be tested on a calendar quarter basis and Rating test will be continuous</p>
Events of Default	<p>Events of default as stated in the Debenture 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;

[Handwritten Signature]



	<ul style="list-style-type: none"> • Security in jeopardy; • 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; <p>Provided that for all Events of Default (except default in payment of principal and coupon under the Debentures for which no cure period shall be available) a cure period of 10 (Ten) days from the date on which such event has occurred shall be available to the Issuer to cure such Events of Default, failing which only such event shall be an Event of Default.</p>
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; • Charge Default Interest @ 13.25% pa. It is clarified that the default interest shall be charged on defaulted amounts from the date of occurrence of Event of Default (irrespective of the same being declared by the Investor(s)) till the date such Event of Default is cured/ceases; • Any cost incurred on any of the above shall be borne by the Issuer.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders, as per the terms of the Transaction Documents
Governing Law and Jurisdiction	The Debenture Documents shall be governed by the laws of India. The Courts of India will have exclusive jurisdiction in relation to any dispute that may arise out of or in connection with any of the Debenture Documents.
Taxation	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.
Validity of the Information Memorandum	This Information Memorandum is valid until the Issue Closing Date

[Signature]

IndoStar Capital Finance Limited

Strictly private and confidential

INDOSTAR

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.

Illustration of Bond Cash Flows per Debenture

Cash Flows	Date	No of Days in coupon period/Principal Period	Amount (in Rupees)
Principal Origination	25 th February 2019		(10,00,000.00)
Redemption Amount	26 th February 2021	732	12,38,380.00

Final Cash Flow

Cash Flows	Date	No of Days in coupon period/Principal Period	Amount (in Rupees)
Principal Origination	25 th February 2019		(150,00,000.00)
Redemption Amount	26 th February 2021	732	185,75,70,000

For IndoStar Capital Finance Limited


Pankaj Thapar
Chief Financial Officer

