



GHAR BANEGA, TOH DESH BANEGA.

Corporate Office: 8th Floor, Unit No. 802,
Natraj by Rustomjee, Junction of Western Express
Highway and M. V. Road Mumbai MH 400069 IN
Tel: 022 - 4168 9900 / 6121 3400

Date: 30 July 2025

BSE Limited, Corporate Relationship Department, Dalal Street, Mumbai – 400001 Scrip Code: 544176	National Stock Exchange of India Limited, Exchange Plaza, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 Symbol: AADHARHFC
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Sub: Disclosure of details of agreements under Regulation 30A read with Paragraph (A)(5A) of Part I of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir / Madam,

In compliance with Regulation 30A read with Paragraph (A)(5A) of Part I of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulation**”), we write to inform you that BCP Topco VII Pte. Ltd. (the promoter of Aadhar Housing Finance Limited (“**Company**”)), has entered into a share purchase agreement with AXDI LDII SPV 1 LTD on 29 July 2025, pursuant to which AXDI LDII SPV 1 LTD has agreed to acquire 44,139,236 equity shares of the Company from BCP Topco VII Pte. Ltd. at a price of Rs. 425 per equity share, completion of which is subject to the satisfaction of certain conditions precedent under the share purchase agreement.

In terms of the Listing Regulations read with Securities and Exchange Board of India master circular dated 11 November 2024, bearing reference number: SEBI/HO/CFD/PoD2/CIR/P/0155 (“**Master Circular**”), we are furnishing herewith the details of the share purchase agreement as **Annexure I**.

Thanking you,

Yours faithfully,

For and on behalf of Aadhar Housing Finance Limited

Authorized Signatory

Name: Harshada Pathak

Designation: Company Secretary

Date: 30 July, 2025

Place: Mumbai

Annexure I

BCP Topco VII Pte. Ltd.
77 Robinson Road, #13-00 Robinson 77, Singapore 068896

Date: 30 July 2025

To,
Aadhar Housing Finance Limited,
No. 3, JVT Towers, 2nd floor, 8th 'A' Main Road,
Sampangi Rama Nagar, Bengaluru, Karnataka, 560027

Sub: Disclosure of details of agreement in compliance with Regulation 30A read with Paragraph A(5A) of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015.

Dear Sir / Madam,

In compliance with Regulation 30A read with Paragraph (A)(5A) of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015 (“**Listing Regulations**”) we write to inform you that on 29 July 2025, BCP Topco VII Pte. Ltd. (the promoter of Aadhar Housing Finance Limited (“**Company**”)) entered into a share purchase agreement with AXDI LDII SPV 1 LTD, pursuant to which AXDI LDII SPV 1 LTD has agreed to acquire 44,139,236 equity shares of the Company from BCP Topco VII Pte. Ltd. at a price of Rs. 425 per equity share, completion of which is subject to the satisfaction of certain conditions precedent under the share purchase agreement.

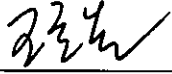
In terms of the Listing Regulations read with Securities and Exchange Board of India master circular dated 11 November 2024, bearing reference number: SEBI/HO/CFD/PoD2/CIR/P/0155 (“**Master Circular**”), we are furnishing herewith the details of the share purchase agreement as **Annexure I**.

Thanking you,

Yours faithfully,

[Signature page to follow]

For and on behalf of BCP Topco VII Pte. Ltd.



Authorized Signatory

Name: Wang Lixian

Designation: Director

Date:

Place: Singapore

Annexure I

Disclosure of the share purchase agreement under Regulation 30A of the Listing Regulations read with the Master Circular

Sl · N o.	Events / Information	Details of Events that need to be provided	
1)	If the listed entity is a party to the agreement, details of the counterparties (including name and relationship with the listed entity);	The listed company (i.e., Aadhar Housing Finance Limited (“ Company ”)) is not a party to the share purchase agreement dated 29 July 2025 (“ SPA ”) between BCP Topco VII Pte. Ltd. and AXDI LDII SPV 1 LTD.	
2)	If listed entity is not a party to the agreement,		
a)	Name of the party entering into such an agreement and the relationship with the listed entity;	Name of the party	Relationship with the listed entity
		BCP Topco VII Pte. Ltd.	Promoter of the Company.
b)	Details of the counterparties to the agreement (including name and relationship with the listed entity);	Name of the party	Relationship with the listed entity
		AXDI LDII SPV 1 LTD	As on date, AXDI LDII SPV 1 LTD has no relationship with the Company.
c)	Date of entering into the agreement.	29 July 2025.	
3)	Purpose of entering into the agreement;	On 29 July 2025, BCP Topco VII Pte. Ltd. (the promoter of the Company) entered into a SPA with AXDI LDII SPV 1 LTD, pursuant to which AXDI LDII SPV 1 LTD has agreed to acquire 44,139,236 equity shares of the Company from BCP Topco VII Pte. Ltd. at a price of Rs. 425 per equity share, completion of which is subject to the satisfaction of certain conditions precedent under the second share purchase agreement. AXDI LDII SPV 1 LTD will be classified as a public shareholder of the Company upon acquisition of equity shares under SPA.	
4)	Shareholding, if any, in the entity with whom the agreement	Nil	

	is executed;	
5)	Significant terms of the agreement (in brief);	<p>Key Conditions to Closing are <i>inter alia</i>:</p> <p>(1) approval from the Reserve Bank of India under Regulation 45.2 of the Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021;</p> <p>(2) approval from the Competition Commission of India to BCP Topco VII Pte. Ltd. and AXDI LDII SPV 1 LTD for consummation of the transaction under the SPA, if applicable;</p> <p>(3) approvals from the National Housing Bank for the transaction under the SPA in accordance with the respective financing agreements executed with the National Housing Bank;</p> <p>(4) approval from Indian Bank in respect of the transaction under the SPA in accordance with the financing agreements executed with Indian Bank; and</p> <p>(5) Company’s certificate of registration dated 5 April 2018 bearing registration number 04.0168.18 issued by the National Housing Bank not having been revoked or suspended.</p> <p>Closing: Closing shall take place on the date which the transaction under the share purchase agreement dated 25 July 2025 between BCP Asia II Holdco VII Pte. Ltd. and/or BCP Topco VII Pte. Ltd. (“Acquirer SPA”) has consummated, or such later date as is agreed between BCP Topco VII Pte. Ltd. and AXDI LDII SPV 1 LTD, subject to the satisfaction of the conditions set out above.</p> <p>Indemnity: BCP Topco VII Pte. Ltd shall defend, indemnify and hold harmless AXDI LDII SPV 1 LTD from and against any and all Losses (<i>as defined in the SPA</i>) incurred, sustained or suffered by AXDI LDII SPV 1 LTD as a result of, arising out of or relating to a breach of the representations and warranties given by BCP Topco VII Pte. Ltd under the SPA. AXDI LDII SPV 1 LTD shall defend, indemnify and hold harmless BCP Topco VII Pte. Ltd from and against any and all Losses (<i>as defined in the SPA</i>) incurred, sustained or suffered by BCP Topco VII Pte. Ltd as a result of, arising out of or relating to a breach of the representations and warranties given by AXDI LDII SPV 1 LTD under the SPA</p> <p>Representations & Warranties: BCP Topco VII Pte. Ltd has given representations and warranties to AXDI LDII SPV 1 LTD in relation to <i>inter alia</i> incorporation, authority and capacity of BCP Topco VII Pte. to execute and perform the SPA, title and ownership of the equity shares proposed to be sold in terms of the SPA and anti-bribery and anti-corruption.</p> <p>Governing Law: The SPA will be governed by the laws of England and Wales.</p> <p>Termination Rights: the SPA will terminate, unless the parties have mutually agreed to extend the term of the SPA: (a) automatically, if the closing has not occurred within 15 months from the date of the SPA; (b) upon notice if BCP Topco VII Pte.</p>

		Ltd. or AXDI LDII SPV 1 LTD breaches any closing requirements; or (c) by mutual written consent of the parties.
6)	Extent and the nature of impact on management or control of the listed entity;	<p>Not Applicable (“N.A.”). The SPA has no impact on management or control of the Company.</p> <p>Pursuant to the consummation of the transaction contemplated under the SPA, AXDI LDII SPV 1 LTD will acquire 44,139,236 equity shares of the Company and will be classified as a public shareholder of the Company.</p>
7)	Details and quantification of the restriction or liability imposed upon the listed entity;	Not Applicable (“N.A.”).
8)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>Yes. BCP Topco VII Pte. Ltd. is a promoter of the Company.</p> <p>AXDI LDII SPV 1 LTD is not related to the Company and vice versa.</p> <p>AXDI LDII SPV 1 LTD is investing in the Company in its capacity as a financial investor and is not a person acting in concert with BCP Asia II Holdco VII Pte. Ltd. for the purposes of the open offer triggered under the Acquirer SPA. Further, AXDI LDII SPV 1 LTD is related to neither BCP Asia II Holdco VII Pte. Ltd. nor BCP Topco VII Pte. Ltd. (signatories to the Acquirer SPA).</p>
9)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	N.A., since the Company is not a party to the share purchase agreement.
10)	In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A., since this transaction only involves the transfer of existing equity shares from BCP Topco VII Pte. Ltd. to AXDI LDII SPV 1 LTD.
11)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	N.A.
12)	In case of rescission, amendment or alteration, listed entity	N.A.

	shall disclose additional details to the stock exchange(s):	
a)	name of parties to the agreement;	N.A.
b)	nature of the agreement;	N.A.
c)	date of execution of the agreement;	N.A.
d)	details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);	N.A.
e)	reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	N.A.