



GHAR BANEGA, TOH DESH BANEGA.

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

Date: 25 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 under Regulation 30 read with Paragraph (A)(5A) of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir / Madam,

In compliance with Regulation 30 read with paragraph (A)(5A) of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“**Listing Regulations**”), we write to inform you that BCP Topco VII Pte. Ltd. (“**Seller**”) (the promoter of Aadhar Housing Finance Limited (“**Target Company**”)) has entered into a share purchase agreement with BCP Asia II Holdco VII Pte. Ltd. (“**Acquirer**”) today i.e., 25 July 2025 (“**SPA**”), pursuant to which the Acquirer has agreed to acquire from the Seller up to 28,20,52,121 equity shares of the Target Company representing 64.14% of its Expanded Voting Share Capital (*as defined below*) at a price not exceeding Rs. 425.00 per equity share, in one or more tranches, completion of which is subject to the satisfaction of certain conditions precedent (including, but not limited to, receipt of the required statutory approvals) under the SPA.

The term “Expanded Voting Share Capital” means the total voting equity share capital of the Target Company as of the 10th (tenth) working day from the closure of the tendering period for the Open Offer (*as defined in Annexure I*), which includes 7,657,770 outstanding employee stock options that have vested / are expected to vest between the date of the public announcement of the Open Offer and 31 March 2026.

In terms of Regulation 30 read with paragraph (A)(5A) of Part I of Schedule III 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, we are furnishing herewith the details of the intimation received from BCP Topco VII Pte. Ltd. as **Annexure I**.

Thanking you,

Yours faithfully,

[Signature page to follow]

Signed for and on behalf of Aadhar Housing Finance Limited

Authorized Signatory

Name: Harshada Pathak

Designation: Company Secretary

Place: Mumbai

Date: 25.07.2025

Annexure I

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

Date: 25 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, as amended ("**Listing Regulations**"), we write to inform you that, BCP Topco VII Pte. Ltd. ("**Seller**") (the promoter of Aadhar Housing Finance Limited ("**Target Company**")) has entered into a share purchase agreement with BCP Asia II Holdco VII Pte. Ltd. ("**Acquirer**") today i.e., 25 July 2025 ("**SPA**"), pursuant to which the Acquirer has agreed to acquire from the Seller up to a maximum of 28,20,52,121 equity shares of the Target Company at a price not exceeding Rs. 425 per equity share, in one or more tranches, completion of which is subject to the satisfaction of certain conditions precedent (including, but not limited to, receipt of the required statutory approvals) under the SPA.

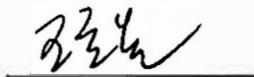
In terms of Regulation 30A read with paragraph (A)(5A) of Part I of Schedule III of the Listing Regulations read with Securities and Exchange Board of India master circular dated 11 November 2024 bearing reference number: SEBI/HO/CFD/PoD2/CIR/P/0155 ("**Master Circular**"), we are furnishing herewith the details of the SPA 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: 25 July 2025

Place: Singapore

[Signature page for to the intimation under Regulation 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015]

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 (“ Target Company ”)) is not a party to the share purchase agreement dated 25 July 2025 (“ Share Purchase Agreement ”) between BCP Topco VII Pte. Ltd. and BCP Asia II Holdco VII Pte. 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. (“ Seller ”)	Promoter of the Target 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
		BCP Asia II Holdco VII Pte. Ltd. (“ Acquirer ”)	As on date, the Acquirer has no relationship with the Target Company.
c)	Date of entering into the agreement.	25 July 2025.	
3)	Purpose of entering into the agreement;	On 25 July 2025, the Seller (the promoter of Aadhar Housing Finance Limited (“ Target Company ”)) entered into a share purchase agreement (“ SPA ”) with the Acquirer, pursuant to which the Acquirer has agreed to acquire from the Seller up to a maximum of 28,20,52,121 equity shares of the Target Company at a price not exceeding Rs. 425 per equity share, in one or more tranches, completion of which is subject to the satisfaction of certain conditions precedent (including, but not limited to, receipt of the required statutory approvals) under the SPA. Pursuant to the transactions contemplated in the SPA, the Acquirer has triggered an open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“ Takeover Regulations ”).	

4)	Shareholding, if any, in the entity with whom the agreement is executed;	Nil
5)	Significant terms of the agreement (in brief);	Please note that we have only set out below certain key terms of the SPA: Key Conditions to Closing are <i>inter alia</i>: (1) approval from the Reserve Bank of India under Chapter VIII of the Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 for: (a) change in control of the Target Company; (b) acquisition of over twenty-six per cent. (26%) of the shareholding of the Target Company; and (c) change in over thirty per cent. (30%) of the directors (excluding independent directors) of the Target Company; (2) approval from the Competition Commission of India to the Acquirer for consummation of the transaction under the SPA; (3) approvals from the Reserve Bank of India and the National Housing Bank for the transaction under the SPA; and (3) approval from certain lenders in respect of the transaction under the SPA in accordance with the respective financing agreements executed with such lenders. Closing: Closing shall take place on the date which 5 business days from the Offer Period Expiry, or such later date as is agreed between the Seller and the Acquirer. “Offer Period Expiry” means the earlier of: (a) the expiry of the ‘offer period,’ as the term is defined in the Takeover Regulations; or (b) the date on which the Acquirer deposits an amount in cash equal to 100% of the consideration payable for acquiring the equity shares to be acquired by the Acquirer in the open offer (assuming full tendering) into the escrow account created in accordance with the Takeover Regulations. Indemnity: The Seller shall defend, indemnify and hold harmless the Acquirer from and against any and all Losses (<i>as defined in the SPA</i>) incurred, sustained or suffered by the Acquirer as a result of, arising out of or relating to a breach of the representations and warranties given by the Seller under the SPA. Representations & Warranties: The Seller has given representations and warranties to the Acquirer in relation to <i>inter alia</i> incorporation, authority and capacity of the Seller to execute and perform the SPA and title and ownership of the equity shares proposed to be sold in terms of the SPA. Governing Law: The SPA will be governed by the laws of Republic of Singapore. Termination Rights: If the closing has not occurred within 15 months from the date of the SPA, the SPA shall automatically terminate, unless the parties have mutually agreed to extend the term of the SPA.

6)	Extent and the nature of impact on management or control of the listed entity;	Pursuant to the Open Offer and consummation of the transactions contemplated under the SPA, the Acquirer will have control over the Target Company and the Acquirer shall become the promoter of the Target Company, including in accordance with the provisions of the Listing Regulations.
7)	Details and quantification of the restriction or liability imposed upon the listed entity;	N.A.
8)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The Seller is a promoter of the Target Company. The Acquirer is not related to the Target Company and <i>vice versa</i> . The Acquirer is not a part of the Seller's promoter group.
9)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Not applicable ("N.A."), since the Target Company is not a party to the SPA.
10)	In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A., since the underlying transaction contemplated under the SPA only involves the transfer of existing equity shares from the Seller to the Acquirer.
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 shall disclose additional details to the stock exchange(s):	N.A.
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.