

THIS PRIVATE PLACEMENT MEMORANDUM IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF PROSPECTUS. THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015, SECTION 42 OF THE COMPANIES ACT, 2013, THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND THE INSURANCE REGULATORY DEVELOPMENT AUTHORITY OF INDIA (OTHER FORMS OF CAPITAL) REGULATIONS, 2022

SECTION M

SUMMARY TERM SHEET

The following is a summary of the terms of the Issue:

Security Name	9.70% MAGMA HDI 2033
Issuer	MAGMA HDI GENERAL INSURANCE COMPANY LTD
Type of Instrument	Unsecured, subordinated, listed, rated, redeemable, taxable, non-cumulative, non-convertible debentures in the nature of 'Subordinated Debt' in accordance with the Insurance Regulatory and Development Authority of India (Other Forms of Capital) Regulations, 2022 and SEBI NCS Regulations.
Nature of Instrument	Unsecured and subordinated debt
Seniority	The claims of the Debenture Holders shall be superior to the claims of the investors in preference shares and equity shares, in that order, but shall be subordinated to the claims of the policyholders and all other creditors. The Seniority of Claims is as per Regulation 3 (ii) of the IRDAI (Other forms of Capital) regulation 2022
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Placement Memorandum	The Debentures proposed to be issued shall neither be secured nor covered by a guarantee of the Issuer or other arrangements that legally or economically enhance the seniority of the claims as against the claims of the Issuer's policyholders and all other creditors.
Mode of Issue	Private Placement and dematerialized form.

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Eligible Investors	The following categories of investors when specifically approached are eligible to apply for this Issue at par: - Indian promoters as defined in IRDAI (Registration of Indian insurance companies) Regulations, 2022 as amended from time to time. - Indian investor as defined under the Insurance Regulatory and Development Authority of India (Registration of Indian Insurance Companies) Regulations, 2022, as amended from time to time which means "Investors" other than foreign investors (as defined in the regulations). - Foreign investors as defined under the Indian Insurance Companies (Foreign Investment) Rules, 2015, as amended from time to time which means all eligible non-resident entities (as defined in the rules) or persons resident outside India investing in the equity share of an Indian Insurance Company (as defined in the rules), as permitted to do so through the Foreign Direct Investment (as defined in the rules) and Foreign Portfolio Investment (as defined in the rules) windows under FEMA Regulations 2000, as amended from time to time; and - Any other persons as may be approved by IRDAI. All investors are required to comply with the relevant regulations / guidelines applicable to them for investing in this Issue.
Listing	Proposed to be listed on the Wholesale Debt Market (WDM) Segment of BSE Limited ("BSE") within a maximum period of 3 (Three) Trading days from the Issue Closing Date. In accordance with the SEBI Debt Listing Regulations, in case of a delay by the Issuer in listing the Debentures beyond 3 (Three) trading days from the Issue Closing Date, the Issuer shall make payment to the Debenture Holders of such additional interest over the Coupon Rate as set out below in '<i>Additional Covenants</i>'. Provided that, in the event that the Debentures are not listed within 3 (Three) Trading days from the Issue Closing Date, then to the extent that any Debenture Holder(s) are foreign portfolio investors, such foreign portfolio investors (a) may, transfer the Debentures to any Eligible Investor, or (b) with the prior approval of IRDAI, require the Issuer to immediately redeem and/or buyback any or all Debentures.
Rating of the Instrument	CRISIL AA (Stable) CARE AA (Stable)

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Issue Size	Base issue size of Rs. 100,00,00,000/- (Rupees One Hundred Crores only) with a green shoe option of Rs. 100,00,00,000/- (Rupees One Hundred Crores only), aggregating to Rs. . 200,00,00,000/- (Rupees Two Hundred Crores only)
Minimum Subscription	Not applicable as the Issue is being made on private placement basis
Option to retain oversubscription	Rs. 100,00,00,000/- (Rupees One Hundred Crores only)
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Objects of the Issue	The funds raised through the Issue of Debentures is in terms of IRDAI (Other Forms of Capital) Regulations, 2022. The funds raised shall be utilized in the normal course of the Issuer's business activities, which would also strengthen the Issuer's solvency ratio and support the business growth of the Company.
Details of the utilization of the Proceeds	Same as 'Objects of the Issue'
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects	Not Applicable
Coupon Rate / Coupon / Interest Rate / Interest	9.70% per annum
Interest rate Parameter	Fixed Coupon
Manner of bidding (Open or Closed Bidding)	Open bidding in accordance with the Operational Guidelines of the EBP.
Manner of Allotment (Uniform Yield Allotment or Multiple Yield Allotment)	Uniform Yield
Issue Timing Issue/Bid Opening Date Issue/Bid Closing date Pay In Date Deemed Date of Allotment	Wednesday , December 27, 2023 Wednesday , December 27, 2023 Thursday , December 28, 2023 Thursday , December 28, 2023
Settlement Cycle	T+1 (T being the Issue Closing Date)
Settlement Mechanism	Settlement Mechanism shall be through ICCL
Step Up/Step Down Coupon Rate	Not Applicable
Coupon / Interest Payment Frequency	Annual
Interest Payment Conditions	The following terms and conditions shall be applicable in relation to any Interest payment to be made by the Issuer pursuant to the Issue:

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	1. the Interest on the Debentures shall be charged to the profit and loss account of the Issuer; and 2. prior approval of IRDAI shall be required for payment of Interest for a financial year, if the Issuer's solvency is below the minimum Control Level of Solvency or if the impact of accruing or paying such Coupon would result in the Control Level of Solvency of the Issuer, falling below or remaining below the regulatory requirements specified by IRDAI or where the impact of accrual or payment of Coupon results in net loss or increases the net loss of the Issuer. It is hereby explicitly clarified that any cancellation of servicing of the Debentures by way of non-payment of Interest, in the manner set out hereinabove shall not be construed to be an Event of Default or be construed to be a breach of the Transaction Documents of any manner and no restriction or obligation on the Issuer of any kind whatsoever, including any obligation to pay Additional Interest, shall be imposed or be deemed to have been imposed on the Issuer upon the occurrence of such an event except that the Issuer shall not distribute any dividend to its equity shareholders. Payment of Interest shall be subject to IRDAI regulations at all times.
Coupon / Interest payment dates	Subject to the 'Interest Payment Conditions' as set out above, and the 'Holiday Convention' as set out below, the first Interest payment will be on December 28, 2024, and then on December 28 every year, and the last Interest payment will be on December 28, 2033 along with Redemption Amount, subject to exercise of any Call Option.
Coupon / Interest Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not Applicable
Day Count Basis (Actual/Actual)	Interest shall be computed on an "actual/actual basis" in accordance with Chapter III of SEBI's Operational Circular for issue and listing of Non- convertible Securities bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021. Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.
Holiday Convention	If the Interest Payment Date falls on a holiday, the payment of Interest up to original scheduled date, will be made on the following Business Day, however the dates of the future Interest payments will be in accordance with the schedule originally stipulated at the time of issuing the Debentures.

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	If the Redemption Date (also being the last Interest Payment Date)/ call option dates of the Debentures falls on a day that is not a Business Day, the Redemption Amount/Call option amount shall be paid by the Issuer on the immediately preceding Business Day along with Interest accrued on the Debentures until but excluding the date of such payment. It is clarified that Interest and/or Redemption Amount with respect to the Debentures shall be made only on the days when the money market is functioning in Mumbai. If the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.
Record Date	15 (fifteen) days prior to each Interest Payment Date, Call Option Payment Date, or Redemption Date.
Interest on Application Money	The Pay-In Date and the Deemed Date of Allotment fall on the same date, and accordingly payment of interest on application money is not required.
Tenor	10 (ten) years from December 28, 2023 i.e. the Deemed Date of Allotment, subject to the exercise of any Call Option by the Issuer as may be permitted.
Redemption Date	The Debentures shall be redeemed at par, on the completion of 10 (Ten) years from the Deemed Date of Allotment, i.e., on December 28, 2033 subject to the exercise of any Call Option by the Issuer or as otherwise may be permitted.
Redemption Amount	Rs.1,00,000/- (Rupees One Lakh) per Debenture along with the Interest payable on the Redemption Date. No incentives shall be payable at the time of redemption.
Redemption Premium /Discount	Not Applicable
Issue Price	Rs. 1,00,000/- (Rupees One Lakh) per Debenture.
Issue Premium / Discount	Not Applicable
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Put Notification Time	Not Applicable
Call Option Date	The Issuer shall have the right (but not the obligation) to exercise a call option in respect of all or part of the Debentures at the end of 5 (Five) years from the Deemed Date of Allotment (" Call Option ") and every year thereafter before the Redemption Date, on any Call Option Payment Date, subject to Terms as prescribed by IRDAI Regulations.

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	The “Call Option Payment Dates” are December 28, 2028, and annually thereafter on December 28, 2029, December 27, 2030, December 26, 2031, December 28, 2032. The Call Option may be exercised by the Issuer without the prior approval of IRDAI, provided the Solvency after exercise of Call Option is at least 20% above the control level of Solvency (i.e. $1.50 + 20\% \text{ of } 1.50 = 1.80$), else Call Option may be exercised only with the prior approval of IRDAI in accordance with the regulations of the IRDAI. Any notices to Debenture Holders, the Debenture Trustee and Stock Exchanges will be provided as set out in the point ‘Call Notification Time’.
Call Option Price	Redemption of any Debenture will be at par at Rs. 1,00,000 (Rupees One Lakh) per Debenture. No incentives or premium shall be paid on exercise of the Call Option or for any early redemption.
Call Notification Time and procedure (Timelines by which the Issuer need to intimate investor before exercising the Call Option)	- In the event the Solvency after exercise of Call Option is at least 20% above the control level of Solvency (i.e. $1.50 + 20\% \text{ of } 1.50 = 1.80$), Issuer may exercise the Call Option. Otherwise, to exercise the Call Option, the Issuer shall obtain the prior approval of IRDAI. - The Company shall send a notice to the Debenture Holder(s) in writing (with a copy marked to the Debenture Trustee) at least 21 (Twenty One) calendar days prior to the relevant Call Option Payment Date, communicating either (a) the intent of the Company to exercise the Call Option on the Call Option Payment Date or (b) the intent of the Company not to exercise the Call Option on the Call Option Payment Date (“Call Option Notice”) in the following manner: - soft copy of such notice shall be sent to the Debenture Holders who have registered their email address(es) either with the Company or with the Depositories; and - hard copy of the notice shall be sent to the Debenture Holders who have not registered their email address(es) either with the Company or with the Depositories. (“Call Option Notice”). - The Company shall simultaneously also provide a copy of the Call Option Notice to the Stock Exchange for dissemination on its website. - Upon the issuance of the Call Option Notice by the Company and if the Company has in the Call Option Notice indicated its intention to exercise the Call Option on the Call Option Payment Date, the Company shall on the Call Option Payment Date,

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	redeem the Debentures by crediting to the beneficiary account of the Debenture Holder(s), the Redemption Amount or the relevant proportion of the Redemption Amount in respect of the Debenture. 5. Subject to IRDAI regulations, the Company shall also pay interest at the rate of 15% (Fifteen Percent) per annum for the period of delay in making payment of the Redemption Amount or the relevant proportion of the Redemption Amount on the Call Option Payment Date if the Company has exercised its Call Option and any other period of delay, if any, as per the terms of and in accordance with the SEBI Debt Listing Regulations 6. If the Company has exercised its Call Option right, then after the completion of such exercise of the right of Call Option, the Company shall submit the report to the Stock Exchange and inform the Debenture Trustee and the Depositories, in the manner and upon the terms and conditions as set out in the SEBI Debt Listing Regulations The Company shall inform IRDAI of the Call Options exercised, within 15 (fifteen) days from the date of communication of exercise of the Call Option.
Face Value	Rs. 1,00,000/- (Rupees One Lakh) per Debenture.
Minimum Application and in multiples of thereafter	Application must be for a minimum size 1 Debenture and in multiples of One Debenture thereafter.
Mode of Subscription	Private Placement
Issuance mode of the Instrument	In dematerialized mode.
Trading mode of the Instrument	In dematerialized mode.
Settlement mode of the Instrument	Payment of Interest and Redemption Amount shall be made by way of cheque(s) / warrant(s) / demand draft(s) / direct credit / RTGS / ECS / NEFT or any other electronic mode.
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL).
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out in Note 1 below.
Transaction Documents	The Issuer has executed/shall execute/provide the documents including but not limited to the following in connection with the Issue: 1. Board resolutions and any other corporate authorizations from the Issuer as may be applicable as per the provisions of the Act.

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	2. Letter appointing Debenture Trustee to the Debenture Holders. 3. Letter appointing the Registrar. 4. Debenture Trustee Agreement. 5. Debenture Trust Deed. 6. Placement Memorandum 7. Letters issued by the Credit Rating Agencies (including the credit rating letter not older than 1 month and the rating rationale not older than 1 year) 8. Tripartite Agreement with Depositories 9. In Principle approval from BSE 10. Any other document that may be designated as a Transaction Document mutually by the Issuer and the Debenture Trustee.
Conditions Precedent to subscription of Debentures	The subscription from Eligible Investors shall be accepted for Allocation and Allotment by the Issuer subject to the following: 1. Issuer shall deliver to the Debenture Trustee, a certified true copy of the Issuer's Memorandum and the Articles of Association and Certificate of Incorporation, as amended up to date. 2. The Issuer shall deliver to the Debenture Trustee, a certified true copy of the resolution of the Board of Directors authorizing the Issue of Debentures and also the execution of the necessary documents in that behalf. 3. Rating letters and rating rationale from CRISIL and CARE not being more than 1 (one) month old and 1 (one) year old respectively, from the Issue Opening Date. 4. Seek a written consent letter from the Debenture Trustee conveying their consent to act as Debenture Trustee for the Debenture Holders. 5. The Company shall obtain in-principle approval of the Stock Exchange for listing of Debentures prior to the date of submitting the Placement Memorandum to the EBP in terms of the EBP Guidelines read with the SEBI circular dated November 30, 2022 (bearing reference number: SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/167). 6. Enter into the agreement with the BSE for the BSE EBP Platform, if required. 7. The Company shall ensure receipt of ISIN from the Depository in respect of the Debentures prior to the Deemed Date of Allotment. 8. The Issuer has submitted a due diligence certificate issued by the Debenture Trustee to the Stock Exchange, in accordance with the SEBI Debt Listing Regulations and

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	9. Other conditions as required under the Transaction Documents.
Condition subsequent to subscription of Debentures	The Issuer shall ensure that the following documents are executed / activities are completed in accordance with the time frame provided under applicable law / the Transaction Documents: 1. Maintaining a complete record of private placement offers in Form PAS-5. 2. Filing a return of allotment of Debentures with complete list of all Debenture Holders in Form PAS-3 under Section 42(8) of the Companies Act, with the Registrar of Companies, within 15 (fifteen) days of the Deemed Date of Allotment along with fee, in any case prior to the utilisation of the subscription monies by the Issuer in respect of the Debentures. 3. Credit of dematerialised account(s) of the allottee(s) by number of Debentures allotted within the stipulated time period from the Deemed Date of Allotment. 4. Listing the Debentures on the Wholesale Debt Market (WDM) Segment of the BSE Ltd within a maximum period of 3 (Three) trading days from the Issue Closing Date. 5. Filing of the relevant documents and reports with IRDAI as required in terms of the regulations of the IRDAI; and 6. Executing the Debenture Trust Deed, in favour of the Debenture Trustee in accordance with the timelines permitted under applicable law. Further, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in the Transaction Documents
Grant of Loans against the Debentures	Issuer shall not grant any loan or any credit facility against the pledging or encumbrance of the security of the Debentures issued by it.
Classification of subordinated debt for available capital for computation of solvency	1. The Debentures issued net of hair cut as specified in point number 2 below shall be counted towards "Available Solvency Margin" of the Issuer. 2. The Debentures shall be subjected to a progressive hair cut for the purpose of computation of "Available Solvency Margin" on straight-line basis in the final 5 (five) years prior to maturity or as may be required under any IRDAI regulations. Accordingly, as the Debentures approach maturity, the outstanding balances are to be reckoned for inclusion in capital as indicated in the table below. The amount arrived at after making adjustment alone, as set out in the table below as at the date hereof, shall be eligible for inclusion in "Available Solvency Margin".

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	Years to Maturity	Included in Capital
	5 years or more	100%
	4 years and less than 5 years	80%
	3 years and less than 4 years	60%
	2 years and less than 3 years	40%
	1 year and less than 2 years	20%
	1 year and less than 2 years	0%
	Provided that such hair cut shall be applied at the end of each financial quarter based on "the "years to maturity" The Debentures shall be classified under the head "Borrowings" in the relevant schedule of the balance sheet of the Issuer.	
Additional Covenants	In accordance with Applicable Law, the Issuer is liable to pay additional interest (each, "Additional Interest") if the following events occur: Delay in payment of Interest and/or Redemption Amount: In case of default in payment of Interest and/or Redemption Amount on any Interest Payment Date or Redemption Date, respectively, the Issuer shall pay additional interest of 2.00% (two percent) per annum over the Interest Rate payable on the Debentures, for the defaulting period until the defaulted amount together with the delay penalty is paid, in compliance with the SEBI Debt Listing Regulations. Delay in Listing: In accordance with the SEBI Debt Listing Regulations, in case of a delay by the Issuer in listing the Debentures beyond 3 (Three) trading days from the Issue Closing Date, the Issuer shall make payment to the Debenture Holders additional interest of 1.00% (One Percent) over the Coupon Rate for the period of delay; and (ii) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after having received final listing approval from the Stock Exchanges. Delay in execution of Trust Deed: If the Issuer fails to execute the Debenture Trust Deed within the timelines specified under the SEBI Debt Listing Regulations, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Company shall also pay penal interest of 2.00% (two percent) per annum to the Debenture Holders, over and above the agreed Interest Rate, until the execution of the Debenture Trust Deed.	

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	Notwithstanding the aforesaid, it is hereby explicitly clarified that the payment of Additional Interest in the manner set out hereinabove shall be subject to the following terms and conditions: I. The payment of Additional Interest shall be charged to the profit and loss account of the Issuer. II. The Additional Interest shall be payable as permitted by IRDAI. It is further clarified that any non-payment of Additional Interest on the Debentures by the Issuer in the manner set out hereinabove shall not be construed to be an Event of Default or be construed to be a breach of the Transaction Documents of any manner and no restriction or obligation on the Issuer of any kind whatsoever shall be imposed or be deemed to have been imposed on the Issuer upon the occurrence of such an event except that the Issuer shall not distribute any dividend to its equity shareholders.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Subject to the Debenture Trust Deed and IRDAI regulations, on the occurrence of any one of the following events, the Debenture Trustee shall be entitled to call an “Event of Default” by issuing a notice thereof in writing (“EOD Intimation”) to the Issuer stating that an Event of Default has occurred, and providing for a cure period, at its discretion:
	1. If the Issuer defaults in making payment of any Interest on any Interest Payment Date pursuant to the Transaction Documents 2. If the Issuer defaults in repayment of the principal amount together with redemption premium, if any, on the Debentures on the respective Due Date(s). 3. If the Issuer ceases to with/without the consent of the Debenture Holder(s), or threatens to cease to carry on its business or gives notice of its intention to do so. 4. If the Issuer is unable to or admits in writing its inability to pay its debts as they mature or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a special resolution has been passed by the shareholders for winding up of the Company or for filing an application to initiate insolvency resolution process of the Issuer or it is certified by the statutory auditors that the liabilities of the Issuer exceed its assets indicating the inability of the Issuer to discharge its obligations under the Debenture Trust Deed/Placement Document.

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5. The Issuer shall have voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law, or has suffered any action taken for its reorganization, insolvency, liquidation or dissolution except an application filed by an operational creditor of the Company for initiation of corporate insolvency resolution process in respect of the Company, which gets dismissed within 30 days from the date of first listing of such application; or.

A receiver or resolution professional or liquidator is appointed or allowed to be appointed in respect of all or any part of the undertaking of the Company.

6. Any information given by the Company in the Disclosure Documents//Prospectus/ Offer Letter, the Transaction Documents and/or other information furnished and/or the representations and warranties given/deemed to have been given by the Company to the Debenture Holder(s)/Beneficial Owner(s) for availing financial assistance by way of subscription to the Debentures is or proves to be misleading or incorrect in any material respect or is found to be incorrect.
7. If extraordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under this Document or Trust Deed and/or the Debentures in the opinion of the Debenture Trustee.
8. If any Governmental Authority shall have condemned, nationalized, seized, or otherwise expropriated all or any substantial part of the assets of the Company or of the shares of the Company held by any director or the promoters, or shall have assumed custody or control of such shares or 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 or its officers from carrying on its business or operations or a substantial part thereof
9. If the Company, shall without the previous consent in writing of the Debenture Trustee, make or attempt to make any alteration in the provisions of its Memorandum and/or Articles of Association which might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s)/Beneficial Owner(s) and shall upon demand by the Debenture Trustee refuse or neglect or be unable to rescind such alteration.

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	10. Any of the necessary clearances required or desirable in relation to the Company or the Debentures in accordance with any of the Transaction Documents is not received or is revoked or terminated, withdrawn, suspended, modified or withheld or shall cease to be in full force and effect which shall, in the reasonable opinion of Debenture Holder(s)/Beneficial Owners(s), have Material Adverse Effect on the Company or the Debentures. 11. It is or becomes unlawful for the Company to perform any of its material obligations under any Transaction Document in the opinion of the Debenture Holder/Beneficial Owner(s). 12. It is or becomes unlawful for the Company to perform any of its material obligations under any Transaction Document in the opinion of the Debenture Holder/Beneficial Owner(s). 13. The occurrence of any event or condition which, in the reasonable opinion of the Trustee or the Debenture Holder(s)/Beneficial Owners(s), constitutes a Material Adverse Effect 14. If the Issuer has defaulted in the performance of any material covenants, conditions or agreements other than any payment defaults as specified under this Document or the other Transaction Documents or deeds entered into between the Company and the Debenture Holder(s)/Beneficial Owner(s)/Debenture Trustee, which breach has not been cured for a period of 30 (thirty) days, except in reference to point 1 above Any other event described as an Event of Default in the Disclosure Documents//Prospectus/Offer Letter and the Transaction Documents For the purposes of this provision (Events of Default), it is hereby expressly clarified that any event of non-payment of Interest, Default Interest, or the payment of any Interest in the subsequent financial years and non-repayment of the redemption amount by the Issuer pursuant to the provisions of the IRDAI Regulations (including but not limited to nonpayment of Interest pursuant to the events identified in 'Interest Payments Conditions' and 'Additional Covenants' above) shall not be construed to be an Event of Default under this provision (Events of Default) and shall not be qualified to be included in an EOD Intimation. Consequences of Event of Default: After the occurrence of an Event of Default under the above Clause and the expiry of cure periods (30 days) (no cure period for default
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in payment of interest and repayment of principal), the Debenture Trustee shall send a notice to the Debenture Holder(s) within 3 (three) days post the expiry of the cure period for the Event of Default by registered post/acknowledgement due or speed post / acknowledgement due or courier or hand delivery with proof of delivery or through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.

The notice shall contain the following:

- (a) the time period within which the consent needs to be provided by the Debenture Holder(s), viz. consent to be given within 15 days from the date of notice or such revised timelines as prescribed under Applicable Law; and
- (b) the date of meeting to be convened (which shall be within 30 days of the occurrence of Event of Default).

Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

Any reference to the clauses pertaining to Inter-Creditor Agreement or ICA shall be applicable to the extent of Relevant Law(s), including but not limited to IRDAI Regulations

The Debenture Trustee shall take necessary action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a representative committee of the Debenture Holder(s) or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions [which shall be binding on the specific ISIN level Debenture Holder(s), or take any other action as may be decided by the Debenture Holder(s), from time to time.

The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), may enter into inter-creditor agreements and undertake such other actions as may be permissible under applicable law including IRDAI and SEBI .

The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):

- (a) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company,

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	(b) to levy default interest on overdue amounts as per the terms of issue; and (c) to exercise such other rights as the Debenture Holder(s) may deem fit under Applicable Law. The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in the SEBI Master Circular for Debenture Trustees for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund In accordance with the SEBI Debt Listing Regulations, for the purpose of this provision, the Special Resolution shall mean a resolution passed by the holders of 75% (seventy five percent) of the outstanding nominal value of all Debentures and 60% of the numbers of Debenture Holders at the ISIN level, at any point of time.
Creation Reserve of Debenture Redemption	The Issuer shall comply with the provisions of the Companies Act, the rules made thereunder, and the circulars and notifications issued by IRDAI, from time to time, in respect of the requirements of creation of debenture redemption reserve
Creation of recovery expense fund	The Issuer will create a recovery expense fund in the manner as may be specified by SEBI from time to time; and inform the Debenture Trustee about the same.
Conditions for Breach of Covenants (as specified in the Debenture Trust Deed)	As per the 'Events of Default'.
Option to Retain Oversubscription	None
Cross Default	Not Applicable
Debenture Trustee	Axis Trustee Services Limited
Registrar	Niche Technologies Private Limited
Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall protect the interest of the Debenture Holders as required under applicable law and as set out in the Debenture Trust Deed. Any enforcement action following an Event of Default shall be taken by the Debenture Trustee on behalf of all Debenture Holders. The Issuer shall enter into a Debenture Trust Deed, <i>inter alia</i> , specifying the terms and conditions of the Debentures and the powers, authorities, duties and obligations of the Issuer and the Debenture Trustee in respect of the Debentures.
Risk Factors Pertaining to the Issue of Debentures	Please refer to Section N (Management's Perception of Risk Factors) of the Placement Memorandum for risks relating to the issue of Debentures.

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Compliance with Laws	The Debentures shall also be subject to laws as applicable, guidelines, notifications and regulations relating to the issue of capital, listing and disclosure regulations, issued by IRDAI, SEBI, the Government of India, FEMA regulations, RBI and/or other authorities, as amended from time to time, and other documents that may be executed in respect of the Debentures. The Debentures shall also be subject to the provisions of the Companies Act and rules and the Memorandum and the Articles of Association of the Issuer.
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. The Company and the Debenture Trustee shall endeavour to settle any dispute arising in connection with the interpretation, performance, termination of the Transaction Documents, or otherwise in connection with the Debentures ("Dispute"), through consultations and negotiations. If no settlement can be reached through consultations and negotiations within 30 (Thirty) days of one party delivering a written notice of the Dispute to the other party, then such matter shall be finally settled through proceedings initiated in the courts or tribunals of competent jurisdiction at Mumbai, which courts shall have exclusive jurisdiction to settle such Disputes.
Due Diligence Certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to the Stock Exchange in accordance with the SEBI Debt Listing Regulations is annexed hereto as Annexure IX.

General Notes:

- a.If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change shall be disclosed.
- b.The list of documents which has been executed in connection with the issue and subscription of debt securities has been annexed hereto.

Note 1: COVENANTS

The Company hereby covenants with the Debenture Trustee, undertakes to comply with the following covenants:

(i) AFFIRMATIVE COVENANTS

- (a) The Company shall as required by Section 88 of the Act, keep at its registered office/ corporate office a Register of the Debenture Holder(s) holding Debentures, in physical form showing (a) the name and address and the occupation, if any, of each holder, (b) the amount of the Debentures