

TERMS AND CONDITIONS OF THE BONDS

Status

Where the tenor of the non-marketable bonds in the nature of debentures ("Bond(s)") issued is greater than 5 years, the Bond(s) will be of subordinated nature. Where the tenor of the Bond(s) issued is less than or equal to 5 years, the Bond(s) will be of unsubordinated nature.

Where the Bond(s) issued are of unsubordinated nature, the Bond(s) will constitute direct, unsubordinated and unsecured obligations of the Company and shall rank *pari passu inter se* and (subject to any obligations preferred by mandatory provisions of the law prevailing from time to time) shall also, as regards amount invested and any benefits payable thereon by the Company out of its own funds, rank *pari passu* with all other existing direct, unsubordinated and unsecured borrowings of the Company.

Where the Bond(s) issued are of subordinated nature, the Bond(s) will constitute direct, unsecured and subordinated obligations of the Company and will be subordinated and postponed to the payments in respect of all prior obligations of the Company whether for principal, interest, return or otherwise, except that they will rank *pari passu* amongst themselves and with all other present and future subordinated obligations of the Company.

Issue Date

All benefits relating to the Bond(s) will be available to the holders of the Bond ("Bondholder(s)") from the date of realisation of cheque(s)/draft(s) ("the Issue Date").

Interest on bonds

Payment of interest will be subject to deduction of tax at source at the rates prevailing from time to time, under the provisions of the Income-tax Act, 1961 or any statutory modification or re-enactment thereof. To ensure lower or non-deduction of tax at source, as the case may be, the applicant should furnish either (a) an evidence for total exemption from tax or, (b) a declaration (in duplicate) in the prescribed form i.e. Form 15H which can be furnished by all applicants (other than companies and firms), or (c) a certificate, from the Assessing Officer of the applicant, in the prescribed form i.e. Form 15AA, which can be obtained by all applicants (including Companies and Firms). In case the Payment Date falls on a day, which is a holiday for Banks in Mumbai ("Bank Holiday"), payment will be made on the next working day. No additional interest or other payment will be made as a consequence of the payment being made on a day falling after the Payment Date under this condition.

Payment of Principal

Payment of principal on the Bond(s) will be made to those Bondholder(s) whose names appear in the register of Bondholder(s) (or to first holder in case of joint holders) as on record date/book closure to be fixed by the Company for this purpose from time to time.

Bondholder(s) are advised to send the Bond(s)/Certificate(s) to the Company/Registrar to the Issue ("Registrar") or to such persons as may be notified by the Company from time to time along with a duly executed transfer deed for registration of the Bond(s).

Procedure for Redemption by Bondholder(s)

The Bondholder(s) shall receive equal Quarterly/Semi Annual/Annual payments from the date mentioned in page 1 of the form and every Quarter/Half yearly/year on the same date thereafter, as the case may be.

Further, the Company will not be liable to pay any interest, income or compensation of any kind. However, in case the payment falls due on a Bank Holiday, the payment will be made on the next working day with interest at the applicable coupon rate for the period overdue on the principal. Such interest will be computed on the basis of 365 days' year.

Notices

All notices to the Bondholder(s) required to be given by the Company or the Trustees (if any), shall be sent by ordinary post to the Registered Holders of the Bond(s) from time to time.

Transfer/Transmission of Bond(s)

The Bond(s), being in the nature of non-marketable securities, shall not be sold or transferred by the Bondholder(s) to any person on the stock exchange.

However, the Bond(s) may, where permitted, be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as applicable to the existing Equity Shares of the Company. The provisions relating to transfer and transmission and other related matters in respect of Shares of the Company contained in the Articles of Association

and the Companies Act, 1956 shall apply *mutatis mutandis* to the Bonds as well.

Nomination

The Sole/first Bondholder, along with other joint-holders may nominate any one person, to whom, in the event of death of the sole or all the joint-holders as the case may be, the amount of the Bond(s) may be paid. Any change in the nomination may be made during the tenure of the Bond(s) in the prescribed manner. A nomination shall stand rescinded upon sale of a Bond(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. When the Bond(s) is held by two or more persons, the nominee shall become entitled to receive the amount only on the demise of all the holders. Fresh nominations can be made only in the prescribed form available on request at ICICI Infotech Services Limited.

Succession

Where a nomination has not been made or the nominee predeceases the Bondholder(s) the provisions of this paragraph will apply. In the event of the demise of the sole holder of the Bond(s) or the last survivor, in case of joint holders the company will recognize the executor or administrator of the deceased Bondholder, or holder of the Succession Certificate or other legal representative as having title to the Bond(s). The Company shall not be bound to recognize such executor, administrator or holder of the Succession Certificate or legal representative unless such executor or administrator obtains Probate or Letter of Administration or is a holder of the Succession Certificate or other legal representation, as the case may be, from an appropriate Court in India. The Directors, in their absolute discretion, may, in any case, dispense with production of Probate or Letter of Administration or Succession Certificate or other legal representation.

Where on the demise of a sole or last of the survivor of the joint-holders, who is a resident, an NRI becomes entitled to the Bond, the following steps will have to be complied with

- i) Documentary evidence should be submitted to the legacy cell of the RBI to the effect that the Bond(s) was acquired by the NRI as part of the legacy left by the deceased holder.
- ii) Proof that the NRI is an Indian national or is of Indian origin. Such holding by the NRI will be on a non-repatriable basis.

Joint-holders

Where two or more persons are holders of any Bond(s), they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to other provisions contained in the Articles of Association of the Company.

Bondholder not a Shareholder

The Bondholder(s) will not be entitled to any of the rights and privileges available to the Shareholders.

Listing

The Bond(s) will not be listed and will not be capable of being sold on any of the recognised stock exchanges.

Issue of Duplicate Bond Certificate(s)

If any Bond Certificate(s) is/are mutilated or defaced or the cages for recording transfers of Bond(s) are fully utilized, the same may be replaced by the Company against the surrender of such Certificate(s). Provided, where the Bond Certificate(s) are mutilated or defaced, the same will be replaced as aforesaid only if the Certificate numbers and the distinctive numbers are legible.

If any Bond Certificate(s) is/are destroyed, stolen or lost, then upon production of proof thereof to the satisfaction of the Company and upon furnishing such indemnity/security and/or documents as the Company may deem adequate, duplicate Bond Certificate(s) shall be issued.

Any cost incurred for issuance of the duplicate Bond Certificate(s) will be borne by the applicant.

Future Borrowings

The Company will be entitled to borrow/raise loans or avail of financial assistance in whatever form as also issue debentures/bonds/other securities in any manner having such ranking, *pari passu* or otherwise and change the capital structure including the issue of shares of any class, on such terms and conditions as the Company may think appropriate, without the consent of, or intimation to, the Bondholder(s) in this connection.

Purchase

The Company may, at any time and from time to time purchase Bond(s) at discount, at par or at a premium from other Bondholder(s). Such Bond(s) may, at the option of the Company, be cancelled, held or resold at such a price and such terms and conditions as the Company may deem fit and as permitted by law.

Modification of rights

The rights, privileges, terms and conditions attached to the Bond(s) may be varied, modified, or abrogated with the consent in writing of those holders of the Bond(s) who hold at least three-fourth of the outstanding amount of the Bond(s) or with the sanction accorded pursuant to a Special Resolution passed at a meeting of the Bondholder(s). Provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and condition of the Bond(s), if the same are not acceptable to the Company.

Debenture Redemption Reserve

The company shall comply with the provisions of section 117 C of the Companies Act, regarding creation of Debenture Redemption Reserve (DRR), read with any clarification issued by the Department of Company Affairs in this regard. As per SEBI Guidelines, DFI's are required to maintain a desirable minimum Notional Debt Service Coverage ratio (NDSCR) of 1.2. If a DFI fails to meet this criterion, no dividend shall be declared by the DFI for the relevant year without the approval of the trustees and the rate of dividend shall not exceed 10%.

In addition to the NDSCR, the following measures are stipulated by Reserve Bank of India:

- Financial Institutions are required to maintain a minimum Capital Adequacy Ratio (CAR) of 9% as stipulated by the RBI. CAR measures capital against risk-weighted assets and hence evaluates sufficiency of capital to absorb unanticipated losses and ensure timely repayment of debt.

- Financial Institutions are also required to comply with asset classification and provisioning guidelines which reflect the true value of the asset in terms of its repayment capacity.
- All Financial Institutions are expected to follow prudent and conservative Asset Liability Management practices with special emphasis on liquidity management, in accordance with RBI guidelines. This ensures that mismatches on this account do not impair its ability to service loans.

Considering the various prudential guidelines stipulated by RBI and the requirement of minimum NDSCR which as mentioned above restricts dividend payments, ICICI, in view of newly inserted section 117 C in the Act effective December 14, 2000, regarding creation of DRR, has made a representation to the Department of Company Affairs that the compliance with various prudential guidelines are deemed equivalent to an adequate DRR within the meaning of Section 117C, in the case of Public Financial Institutions defined under section 4A of the Act. The Company is awaiting clarification from the Department of Company Affairs in this regard.

Applications under Power of Attorney

A certified copy of the Power of Attorney or the relevant authority as the case may be, along with the names and specimen signatures of all the authorised signatories and the tax exemption certificate/document, if any, must be lodged separately at the office of the Registrar simultaneously with the submission of the completed application form. Similarly any modifications/additions in the Power of Attorney or authority should also be notified to the office of the Registrar.

Issue of Bond Certificates

The Bond Certificates will be issued within three months from the Issue Date and will be dispatched at the applicant's risk, either by hand delivery or by Registered Post with Acknowledgement Due by the Registrar.

**APPLICATION FORMS MAY BE SUBMITTED AT
ICICI SERVICE CENTRES**

Ahmedabad	ICICI Centre, Shop No. 6, Upper Level, Sun Complex, C.G.Road, Near Stadium Circle Ahmedabad - 380 009	Coimbatore	ICICI Centre, Super Ground Floor, Raja Rajeshwan Tower, Dr. Nanjappa Road, Coimbatore - 641 041
Bangalore	Krishna No. 73/1-1, Gr Flr, Infantry Road, Bangalore - 560 001	Hyderabad	ICICI Centre, 1 st Floor, No. 4 Nagarjuna Hills, Panjagutta, Hyderabad-500 082
Baroda	C/o ICICI Bank, Land Mark Bldg., Race Course Circle, Baroda-390 007	Jaipur	ICICI Centre, 50, Ganpati Plaza, M.I.Road, Jaipur - 302001
Bhopal	ICICI Centre, Ground Floor, Shop No: G-204 & 205, Plot No:193 & 194, Zone 1, Surya Tower, Bhopal - 462011	Kochi	ICICI Centre, Shop No. 1 & 2, Penta Estate, Janata Junction, Palarivattom, Kochi- 682035
Calcutta	ICICI Centre, Chowringhee Mansion, 30G, J.L.Nehru Rd, Calcutta-700 016.	Lucknow	ICICI Centre, Shagun Palace, Ground Floor, Sapru Marg, Lucknow - 226001
Chandigarh	ICICI Centre, SCO 421 & 422, Sector 35, Chandigarh - 160022	New Delhi	ICICI Centre, Ground Floor, G-4, Arunachal Bldg.19, Barakhamba Road, Connaught Palace, New Delhi-110 001
Chennai	ICICI Centre, Wellington Plaza, Shop No.42, Ground floor, 90, Annasalai, Chennai-600 002.	Pune	ICICI Centre, Shop No. 562/6, Ground Floor, Nirmala Heights, Opp: Savarkar Bhavan, Shivajinagar, Pune - 411005

**Mumbai - ICICI LIMITED, Apeejay House, 6th Floor, opp. Lion Gate, Shaheed Bhagat Singh Road, Fort, Mumbai -1
Contact Person - Mrs. Aarati Bhosale Tel: (022) 284 1738 Fax: (022) 283 7635**