



February 8, 2017

National Securities Depository Limited

4th Floor, "A" Wing, Trade World,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai 400 013

Dear Sirs,

Sub: Corporate Action – Allotment of 10,000 Secured Redeemable Non-Convertible Partly Paid Debentures of Rs. 10,00,000 each aggregating to Rs. 1,000 Crore

Ref: ISIN - INE669E07039

With reference to the captioned subject, we wish to inform you that the Securities Allotment Committee has at its meeting held on February 8, 2017, issued and allotted 10,000 Secured Redeemable Non-Convertible Partly Paid Debentures of Rs. 10,00,000 each aggregating to Rs. 1,000 Crore to the investor against receipt of application money.

In connection with above, we are enclosing herewith the following documents/ information to enable you to credit the abovementioned debentures:

1. Details of Allotment / Corporate Action Information is enclosed as 'Annexure I'.
2. Certified True Copy of the Board Resolution dated 8th August, 2016 approving Issue of Non Convertible Debentures is enclosed as 'Annexure II'.
3. Certified True Copy of the Resolution passed by the Securities Allotment Committee dated 8th February, 2017 for allotment of Secured Redeemable Non-Convertible Debentures is enclosed as 'Annexure III'.
4. Certified True Copy of the in-principle approval letter dated 06.02.2017 received from National Stock Exchange of India Limited is enclosed as 'Annexure IV'.
5. Signe copy of Term Sheet is enclosed as 'Annexure V'.

The Corporate Action Fees, if any, may be debited to our balance lying with you.

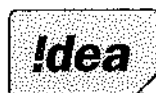
We request you to kindly process the above documents and issue us credit confirmation letter at the earliest.

Thanking you,

Yours faithfully,
For Idea Cellular Limited

Pankaj Kapdeo
Company Secretary

Encl: As above



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



February 8, 2017

National Securities Depository Limited

4th Floor, "A" Wing, Trade World,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai 400 013

Dear Sirs,

Sub: Corporate Action – Allotment of 10,000 Unsecured Redeemable Non-Convertible Partly Paid Debentures of Rs. 10,00,000 each aggregating to Rs. 1,000 Crore

Ref: ISIN - INE669E07039

With reference to the captioned subject, we wish to inform you that the Company shall file Form PAS-3 with the Registrar of Companies within the stipulated timelines.

A copy of the said Form PAS-3 together with the challan shall be submitted to your office, once the same is filed with RoC.

We request you to kindly process the above documents and issue us credit confirmation letter at the earliest.

Thanking you,

Yours faithfully,

For Idea Cellular Limited

Pankaj Kapdeo
Company Secretary



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



CORPORATE ACTION INFORMATION FORM
(For Debt instruments - Allotment)

8th February, 2017

National Securities Depository Limited
Trade World, 'A' Wing
Kamala Mills Compound,
Lower Parel,
Mumbai – 400013

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE669E07039
Security Description	8.12% Secured Redeemable Non-Convertible Partly Paid Debentures
Allotment Date	8 th February, 2017
Face Value per security	10,00,000
Distinctive Numbers	1-10000

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	1	10,000
Electronic Form – CDSL	-	-
Physical Form	-	-
<i>Total Allotted</i>	1	10,000

I, Pankaj Kapdeo, Company Secretary of Idea Cellular Limited declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities. The allotment is in terms of Committee Resolution dated 8th February, 2017 (*copy enclosed / copy already submitted to NSDL on vide letter dated _____*)

Signature :

Notes:

1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



CERTIFIED TRUE EXTRACTS OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF IDEA CELLULAR LIMITED AT ITS MEETING HELD ON 8TH AUGUST, 2016 AT MUMBAI

Approval for Borrowings

.....

In so far as it relates to the raising of funds by issue of Non-Convertible Debentures

1. The Board hereby approves issuance of Secured and / or Unsecured Redeemable Non-Convertible Debentures (NCDs) by the Company on a private placement basis at Fixed and / or Floating rate, in one or more tranche in accordance with the provisions of the Companies Act, 2013 and rules made thereunder, including any amendments thereto and the terms of the provisions of the SEBI (Issue of Capital and Disclosure Requirement) Regulations, 2009, including any amendments thereto, (hereinafter referred to as SEBI Regulations) or any other authority, as may be applicable, subject to the maximum amount raised by way of NCDs under this resolution not exceeding the overall ceiling of Rs. 7,000 crores (Rupees Seven Thousand Crore) in the aggregate as stated herein.
2. Any one of the Directors of the Company or Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary or Mr. Gautam Hoare, Senior Vice President (Treasury), acting severally, be and are hereby authorized to:
 - a. negotiate and finalize the amount and the terms of the issue of such NCDs, issue the same in one or more tranches on such terms and conditions (including rate, tenor etc.) and to re-issue the same, including appointing one or more Managers/ Advisors/ Arrangers/ Rating Agencies/Other Agencies on such terms and conditions, and to do all such acts and deeds necessary for the purpose, as may be deemed fit and proper by them;
 - b. issue Information Memorandum and/or make application(s) and/or issue Schedule I in terms of the SEBI Regulations and / or issue offer letter in terms of provisions of Section 42 of the Companies Act, 2013 read with Companies (Prospectus and Allotment of Securities) Rules, 2014, including any amendments thereto;
 - c. appoint Trustees / Co-Trustees to Debenture Holders and finalise the Debenture Trust Deed, if required;
 - d. to mortgage/ create (by way of exclusive /first *pari passu*/ second charge/ mortgage) on all or any of the movable/ immovable properties of the Company in favor of the Trustees, for securing the said issue of NCDs;

[Handwritten signature]



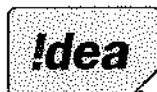
Contd.....2/-



:: 2 ::

- e. take all such actions and to give all such directions as may be necessary or desirable in regard to the creation of offer, issue, allotment and redemption of the NCDs;
 - f. Pay interest on the application money received till the date of allotment at such rate as may be deemed fit by them.
3. Any one of the Directors of the Company or Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary or Mr. Gautam Hoare, Senior Vice President (Treasury), acting severally, be and are hereby authorized to sign and execute necessary Agreements and such other deeds, documents, agreements and instruments as may be required in this connection (including any modifications / amendments thereto as may be required from time to time) and that the Common Seal of the Company, if required, be affixed on such agreements and documents as may be necessary, in the presence of any one Director of the Company and Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary who shall sign/countersign the same in token thereof pursuant to the Articles of Association of the Company.
4. Any one of the Directors of the Company or Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary or Mr. Gautam Hoare, Senior Vice President (Treasury), acting severally, be and are hereby authorized to issue and sign any certificates / letters (including allotment letters) and such other deeds, documents and writings as may be required for the purpose.
5. The Company do make application to National Securities Depository Ltd. and / or Central Depository Services (India) Ltd. (hereinafter collectively referred to as "the Depository") from time to time for issue of NCDs in dematerialized form and that any one of the Directors of the Company or Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary or Mr. Vineet Choraria, Senior General Manager (Finance & Accounts), acting severally, be and are hereby authorized to make the application(s) and to sign such papers, deeds, documents, agreements, etc. (including an amendments thereto as may be required from time to time), as may be required in this connection.
6. The Company do make application(s) to the National Stock Exchange of India Limited and / or Bombay Stock Exchange Limited for the purpose of getting the NCDs listed, if required, and that any one of the Directors of the Company or Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary or Mr. Vineet Choraria, Senior General Manager (Finance & Accounts), acting severally, be and are hereby authorized to apply, accept, finalize, settle, sign and execute

Contd.....3/-



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



:: 3 ::

all agreements, deeds and documents, including any amendments thereto as may be required for this purpose including payment of listing fees etc., and also appoint, finalize, settle, sign and execute all agreements, deeds or documents, including any amendments thereto, with the said Stock Exchanges and any other agency or agencies as may be deemed necessary from time to time.

.....
.....

RESOLVED FURTHER THAT the Finance Committee of the Board of Directors of the Company be and is hereby authorized to take such further action / decision as may be required, including authorizing any additional persons and negotiating and finalizing the terms and conditions including executing deeds, writings and agreements that is required and to do all such acts and things that is required in respect of the above NCDs and / or Foreign Currency/ ECB loans and / or Buyers Credit and / or Rupee Term Loans and / or CPs and create security thereof, without any further reference to the Board, including allotment of NCDs and / or CPs.

RESOLVED FURTHER THAT copy of the foregoing resolutions duly certified by Mr. Akshaya Moondra, Whole Time Director and Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary be forwarded to all concerned."

Certified true copy

For Idea Cellular Limited

A handwritten signature in black ink, appearing to read "Pankaj Kapdeo".

Pankaj Kapdeo
Company Secretary



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



CERTIFIED TRUE EXTRACTS OF THE RESOLUTION PASSED BY THE SECURITIES ALLOTMENT COMMITTEE OF THE BOARD OF IDEA CELLULAR LIMITED AT ITS MEETING HELD ON 8TH FEBRUARY, 2017 AT MUMBAI

Allotment of 8.12% Secured Redeemable Non-convertible Debentures of face value of Rs. 10,00,000/- each aggregating to Rs. 1,000 Crore

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013, the provisions of all other applicable laws and regulations and pursuant to the resolution passed by the Board of Directors at its meeting held on 8th August, 2016 and the Information Memorandum / Disclosure Document dated 6th February, 2017 [prepared and issued in conformity with Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008] and the Companies Act, 2013 and the relevant rules thereunder, the Committee do hereby allot 10,000 (Ten Thousand) 8.12%, Secured, Partly paid-up (on issue), Redeemable Non-Convertible Debentures ("**Debentures**") of face value of Rs.10,00,000/- each (Rupees Ten Lacs each), having a tenor of five years, with maturity date being 8th February, 2024, for cash, at an issue price of Rs. 1,00,000/- (Rupees One Lac), currently being the 10% of the face value of each NCD, aggregating to Rs. 100,00,00,000/- (Rupees One Hundred Crore), to the following applicant / subscribers against the receipt of application form and initial subscription money from them:

Sr. No.	Name of the Applicant / Allottee	No. of Debentures subscribed	No. of Debentures allotted	Face Value per Debenture	Initial Subscription money received
1	IndusInd Bank Ltd	10,000	10,000	Rs. 10,00,000	100,00,00,000
TOTAL		10,000	10,000		100,00,00,000

RESOLVED FURTHER THAT the Letter of Allotment and/or Debenture Certificate be issued in demat form to the above allottee as per the applicable Rules/Regulations and other legal requirements as may be necessary in this connection.

RESOLVED FURTHER THAT Mr. Himanshu Kapania, Managing Director; Mr. Akshaya Moondra, Whole-Time Director & Chief Financial Officer; Mr. Pankaj Kapdeo, Company Secretary; Mr. Vineet Choraria, Senior General Manager (Finance & Accounts), acting severally, be and are hereby authorized to sign and issue intimation Letter / Letter of Allotment, if any, to the allottee.

RESOLVED FURTHER THAT the Debenture Certificate relating to the Debentures, if required by the allottees / debenture holders at any point of time after allotment, be printed and the said Debenture Certificate be numbered bearing distinctive number 1 to 10000 and that such Debenture Certificate be issued showing therein the names of the respective allottee / transferee under the Common Seal of the Company in accordance with the provisions of the Articles of Association and the same be signed by any two Directors of the Company and any one of Mr. Pankaj Kapdeo, Company Secretary or Mr. Vineet Choraria, Senior General Manager (Finance & Accounts) of the Company.



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideaacellular.com Corporate Identity Number: L32100GJ1996PLC030976.



RESOLVED FURTHER THAT Mr. Himanshu Kapania, Managing Director; Mr. Akshaya Moondra, Whole-Time Director & Chief Financial Officer; Mr. Pankaj Kapdeo, Company Secretary; Mr. Vineet Choraria, Senior General Manager (Finance & Accounts), acting severally, be and are hereby authorized to make necessary application(s) and submit all necessary documents / information to National Securities Depository Ltd. (NSDL) and / or Central Depository Services (India) Ltd. (CDSL) for admission and credit of the said Letter of Allotment / Debentures to the demat account of the debenture-holder and also make necessary application to the National Stock Exchange of India Limited to list and admit the said Debentures on the wholesale debt market segment for trading and are severally authorised to finalize, sign and execute such application form(s), undertaking(s), declaration(s), agreement(s), deed(s) and document(s) as may be required (including any modifications thereto, as may be required from time to time) and to do all such acts, deeds, matters and things as they may deem necessary and appropriate for giving effect to the above resolution.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on the Allotment Letter / Debenture Certificate and any other document, deeds and writings in the presence of any one Director of the Company, who shall sign the same in token thereof and Mr. Pankaj Kapdeo, Company Secretary or Mr. Vineet Choraria, Senior General Manager (Finance & Accounts), who shall sign/countersign the same in token thereof pursuant to the Articles of Association of the Company.

RESOLVED FURTHER THAT Mr. Himanshu Kapania, Managing Director; Mr. Akshaya Moondra, Whole-Time Director & Chief Financial Officer; Mr. Pankaj Kapdeo, Company Secretary, acting severally, be and are hereby authorised to give such directions as may be necessary and settle any question /doubt / difficulty that may arise and sign and execute all agreements, deeds, documents and writings as may be required and do all such other acts, matters, deeds and things that may be necessary, incidental or desirable to give effect to the purpose of the above resolutions.

RESOLVED FURTHER THAT Mr. Akshaya Moondra, Whole-Time Director & Chief Financial Officer or Mr. Pankaj Kapdeo, Company Secretary of the Company be and are hereby severally authorised to circulate a certified true copy of this resolution to all concerned."

Certified true copy

For Idea Cellular Limited

A handwritten signature in black ink, appearing to read "Pankaj Kapdeo".

Pankaj Kapdeo
Company Secretary



Idea Cellular Limited, 9th to 12th Floors, Birla Centurion, Century Mills Compound,
Pandurang Budhkar Marg, Worli, Mumbai 400030, India. Telephone: + 91 95940 04000, Fax: + 91 95940 03182.
E mail: info@idea.adityabirla.com, Website: www.ideacellular.com Corporate Identity Number: L32100G1996PLC030976.



**NATIONAL STOCK EXCHANGE
OF INDIA LIMITED**



Stock of the nation

Ref. No: NSE/LIST/102992

February 06, 2017

The Company Secretary,
Idea Cellular Limited,
"Windsor", 5th floor,
Off CST Road, Kalina,
Santacruz (E), Mumbai - 400 098

Kind Attn.: Mr. Pankaj Kapdeo

Dear Sir,

Sub : In-principle approval for private placement of 10,000 Rated Secured Redeemable Non-Convertible Debentures of the face value of Rs. 10,00,000/- (Rupees Ten Lakh) each for cash at par aggregating Rs. 1000 Crore to be issued by Idea Cellular Limited.

This is with reference to your application for In-principle approval for private placement of 10,000 Rated Secured Redeemable Non-Convertible Debentures of the face value of Rs. 10,00,000/- (Rupees Ten Lakh) each for cash at par aggregating Rs. 1000 Crore, to be issued by Idea Cellular Limited on the Debt Market segment of the Exchange. In this regard, the Exchange is pleased to grant in-principle approval for the said issue.

Kindly note that these debt instruments may be listed on the Exchange after the allotment process has been completed provided the securities of the issuer are eligible for listing on the Exchange as per our listing criteria and the issuer fulfills the listing requirements of the Exchange. The issuer is responsible to ensure compliance with all the applicable guidelines issued by appropriate authorities from time to time including SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

Yours faithfully,
For National Stock Exchange of India Limited

Divya Poojari
Manager

This Document is Digitally Signed

Regul. Office: Exchange Plaza, Plot No. C/1, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Tel: +91 22 26598235/36, 26598346, 26598459, 26598458 Web site: www.nseindia.com



Signer : Divya Babu Poojari
Date: Mon, Feb 6, 2017 15:47:56 GMT+05:30
Location: NSE
India CIN: U67120MH1992PLC069769

IndusInd Bank

03 Feb 2017

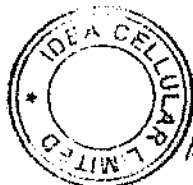
SUMMARY OF TERMS AND CONDITIONS

Issuer	Idea Cellular Limited ("the Issuer /Company") ✓
Promoters	Aditya Birla Group <p>"Aditya Birla Group" means the persons disclosed to the stock exchange as 'Promoter & Promoter Group' as on the Deemed Date of Allotment together with their Relatives and Affiliates. ✓</p> <p>"Relative" has the meaning given in Section 2(77) of the Companies Act, 2013. ✓</p> <p>"Affiliate" means with respect to any company, any person that directly or indirectly, through one or more Intermediaries, Controls, is Controlled by or is under common Control with, such person. ✓</p>
Instrument	Partly Paid, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures ("NCDs") ✓ <p>Following payment of the Balance Amount on the Fully Paid Up Date, the NCDs will be fully paid. ✓</p>
Security	First Pari Passu charge over Movable Fixed Assets of Idea Cellular Limited Excluding : a) Spectrum/ Telecom Licenses and b) Passive Telecom Infrastructure and c) Employee Assets up to Rs. 250 crores ✓ <p>Asset cover of 1x to be maintained throughout the tenor of NCDs. ✓</p>
Security creation	Security as mentioned above to be created and perfected within 180 days from the deemed date of allotment ^{3 months from the closure of issue} failing which an additional interest @ 1% p.a. on the outstanding amount of Debentures shall be payable from expiry of 180 days ^{2 months} as mentioned above till creation of security to the satisfaction of the Investor. ✓
Mode of placement	On private placement basis to eligible investors ✓
Eligible Primary Investor	IndusInd Bank ✓
Eligible Secondary Investors	The eligible secondary investors would be Financial Institutions and/or Mutual Funds / Insurance companies / Banks / Provident Funds and any other investor(s) authorised to acquire these NCDs on the stock exchange under applicable laws. ✓
Issuance / Trading	In Demat form only ✓
Trustee	IDBI Trusteeship Services Limited ✓
Credit Rating	AA+ ✓
Rating Agencies	CARE and Brickworks ✓
Issue Size	Rs.1,000 crores ✓
Pay-in Date / Issue Open / Issue Close / Deemed Date of Allotment	8 th Feb 2017 ✓
Maturity	7 years from the Pay-in Date / Deemed Date of Allotment, i.e. 8 th Feb 2024 ✓
Coupon Payment Dates	8 th Feb 2018 ✓ 8 th Feb 2019 ✓ 8 th Feb 2020 ✓ 8 th Feb 2021 ✓ 8 th Feb 2022 ✓



IndusInd Bank

	8 th Feb 2023 ✓ 8 th Feb 2024 ✓
Coupon Rate	✓ 8.12% p.a. payable annually on the Coupon Payment Dates ✓
Coupon Payment Frequency	✓ Annual ✓
Coupon Type	✓ Fixed ✓
Put/Call option	✓ NA ✓
Majority Debenture Holders	✓ The persons holding 75% or more in value of the NCDs ✓
Face value	Rs. 10,00,000 per NCD (Rupees ten lakhs only per NCD) ✓
Initial Paid Up Amount	✓ 10% of the Face Value of each NCD (i.e. Rs. 1,00,000 per NCD) equivalent to INR 1,00,000,000/- (Rs One Hundred crores) ✓
Balance Amount	✓ 90% of the Face Value of each NCD (i.e. Rs. 9,00,000 per NCD) to be paid on the Fully Paid Up Date which is equivalent to INR 9,00,000,000/- (Rs Nine hundred crores) ✓
Fully Paid Up Amount	✓ The sum of the Initial Paid Up Amount and the Balance Amount (at the face value of Rs. 10,00,000 per NCD) equivalent to INR 10,00,000,000/- (Rs One thousand crores) ✓
Record Date for Notice for Balance Amount	✓ Friday, 3 March 2017 ✓
Fully Paid Up Date	✓ Monday, 20 March 2017 ✓
Notice for Balance Amount on the NCDs	One business day after the Record Date for Notice, Issuer will send notice(s) to Debenture Trustee, which Debenture Trustee will further send to investors of the NCDs as of such Record Date of Notice, requesting the investors to pay the Balance Amount. The account to which the investors are required to make the payment of the Balance Amount will be the same as the account into which the investors had made the payments for the Initially Paid Up Amount, unless otherwise intimated by the Issuer ✓
Issue Price	✓ At par to be paid in 2 installments by the Debenture Holders: • The Initial Paid Up Amount on the Deemed Date of Allotment ✓ • The Balance Amount on the Fully Paid Up Date ✓
Payment Terms	<p>The terms of payment of the Face Value of the NCDs is as follows:</p> <ul style="list-style-type: none"> ✓ Initial Paid Up Amount - 10% of the Face Value of the NCDs (i.e. Rs. 1,00,000 per NCD) to be paid on the Deemed Date of Allotment subject to the compliance of the Conditions Precedent stipulated herein to the satisfaction of the Debenture Holders ✓ ✓ Balance Amount - 90% of the Face Value of the NCDs (i.e. Rs. 9,00,000 per NCD) to be paid on the Fully Paid Up Date by the holder of each NCD as on the Fully Paid Up Date subject to the compliance of the Conditions Precedent stipulated herein to the satisfaction of the Debenture Trustee acting on behalf of the Debenture Holders. ✓ <p>Unless the Debenture Trustee on the instructions of the Majority Debenture Holder has intimated that the Conditions Precedent have not been satisfied, failure to pay the Balance Amount in full in respect of any NCD on the Fully Paid Up Date will result in such NCDs for which only the Initial Paid Up Amount or a part of the Balance Amount has been paid, being FORFEITED and the Debenture Holders shall not be entitled to any redemption rights or the Coupon accrued on the forfeited NCDs. Notwithstanding anything contained herein, on occurrence of an event of default or in case of non-fulfilment of any of the Conditions Precedent to the satisfaction of the Debenture Trustee acting on behalf of the Majority Debenture Holders, the Debenture Holders shall be entitled not to pay the Initial Paid Up</p>



Handwritten signature

Handwritten signature

Handwritten signature

IndusInd Bank

	Amount or the Balance Amount and can accelerate redemption of the Initially Paid Up Amount and seek Coupon accrued till date.
Redemption price	At par
End Use	<p>To meet its requirements of funds for financing capital expenditure and / or expansion plans in various service areas (including expansion required for new technologies) and / or for upcoming spectrum auctions and / or general corporate purposes of the Company, including refinancing, repayment / pre-payment of the existing debt, including Government debt</p> <p>✓ Issuer undertakes not to use proceeds for investments in any capital market, real estate and other such activities not permitted by RBI</p>
Day Count Basis	Actual / Actual
Listing	<p>On the WDM segment of National Stock Exchange within 20 days from the Deemed Date of Allotment.</p> <p>✓ In case of delay in listing of the NCDs beyond 20 calendar days from Deemed Date of Allotment, the Issuer will pay penal interest of 1% p.a. over the Coupon Rate to the Debenture Holder (s) from expiry of 30 calendar days from the Deemed Date of Allotment till the listing of such NCDs</p>
Approvals	<p>✓ The Issuer shall at all times ensure that it has all authorisations/regulatory approvals and statutory approvals required for the issuance and validity of the NCDs.</p> <p>✓ The Issuer will create a Debenture Redemption Reserve in accordance with relevant regulations.</p>
Representation & Warranties	✓ The Company shall provide representations, warranties, covenants as are customary for transactions of this nature in the relevant Transaction Documents.
Shareholding & Management Control Covenant	<p>✓ The Issuer during the tenure of this issue will ensure that</p> <ul style="list-style-type: none"> • Promoters shall continue to hold minimum equity shareholding of 26% in the Issuer and continue to have Control of the Issuer. • "Control" shall have the meaning as ascribe thereto in the Companies Act, 2013.
Events of Default	<p>Events of default as stated in the NCD Documentation, including but not limited to the following:</p> <ol style="list-style-type: none"> ✓ 1. Non-payment of any amount due and payable under the NCDs on the due date; provided that there shall be no event of default where the Issuer has remitted the amount due but the Debenture Holder has not received the same on account of delay on the part of the bank or factors not attributable to the Issuer; ✓ 2. Failure to comply with mutually agreed terms and/ or breach of covenants agreed in any Transaction Document or elsewhere between Issuer and Debenture Holder (s)/ debenture trustee and the same, if capable of remedy, is not remedied within 30 (thirty) days of failure by the Issuer to comply with such obligations, or a waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders; ✓ 3. The aggregate shareholding of the Promoters in the Issuer falls below 26% and such shareholding is not brought to or above 26% within 30 (thirty) days of the same falling below 26% or a waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders or the Promoters cease to exercise Control of the Issuer and the Promoters do not regain control of the Issuer within 30 days of ceasing to exercise control or a waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders; ✓ 4. Any measures adopted or scheme submitted by creditors or stakeholders of the Issuer or by the Issuer before any tribunal, court or authority for revival, restructuring or rehabilitation of the Issuer under any applicable law including Insolvency and Bankruptcy Code, 2016 or any rules, regulations, guidelines issued by Reserve Bank of India or any statutory authority; ✓ 5. Breach of any representations and warranties as described in the Debenture Trust Deed and if the breach is not remedied within 30 (thirty) days or a



2

2

2

RS

IndusInd Bank

	<p>waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders;</p> <p>6. The Company has voluntarily or involuntarily become, or it is reasonably apprehended that the Company is likely to voluntarily or involuntarily become, the subject of proceedings under any bankruptcy or insolvency law or if the Company has taken or suffered to be taken any action for its reorganization or if a receiver has been appointed over all or any part of the Assets of the Company or if an attachment or distress or restraint has been levied on the Company's assets or any order/certificate has been passed for recovery of dues;</p> <p>7. Moratorium on actions of the Issuer;</p> <p>8. Compulsory acquisition, nationalization or expropriation of the assets, or substantially all of the assets, of the Issuer;</p> <p>9. The Transaction Documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company;</p> <p>10. The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents and the same has not been remedied or rectified within a period of 30 (Thirty) calendar days of such repudiation</p> <p>11. Any event has occurred which is likely to have a Material Adverse Effect and if capable of remedy, is not remedied within 30 (thirty) days of occurrence of such an event, or a waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders;</p> <p>"Material Adverse Effect" shall mean the consequence of any event or circumstance which in the opinion of the Majority Debenture Holders is or is reasonably expected to be: (i) adverse to the ability of the Issuer/Company to perform or comply with its obligations under this Term Sheet and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Issuer/Company</p> <p>12. Delisting of the NCDs;</p> <p>13. Cessation of all or substantially all of the business of the Issuer.</p>
Consequences of an Event of Default	<p>In case of an Event of Default, the NCDs shall become forthwith payable.</p> <p>In addition to the above, upon the occurrence of an Event of Default, the Debenture Trustee shall have the right, to exercise such other rights and remedies as may be available to the Debenture Trustee under Applicable Law and/or the Transaction Documents.</p>
Settlement	<p>Payment of interest and repayment of principal shall be made by way of RTGS/NEFT/Fund Transfer (Inter Bank) system</p>
Governing Law	<p>Indian law and courts/tribunals of Mumbai</p>
Conditions Precedent to disbursement	<p>The subscription from the Debenture Holder (s) shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ul style="list-style-type: none"> The Issuer shall have obtained all necessary board / shareholder resolutions under the provisions of the Companies Act, 2013 as are required in relation to the borrowing powers, issue of the NCDs and the execution of necessary documents in connection therewith. Signed copy of Private Placement Offer Letter (information memorandum) complying with the requirements of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, the Companies Act 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 being issued to the Debenture Holder. Executed the Debenture Trustee Agreement Rating letter and rationale (Rating letter not older than 1 month and rationale not older than 6 months) In principal approval for listing of the NCDs Consent letter from the Debenture Trustee Any other conditions as the Debenture Holder (s) and/or the Debenture



IndusInd Bank

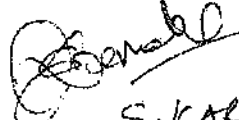
	<p>Trustee may require</p> <ul style="list-style-type: none"> No Event of Default (as defined in the Term Sheet) by Issuer; There is no material adverse effect and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a material adverse effect on the Issuer.
Conditions Subsequent to disbursement	<p>The Issuer shall ensure that the following documents are executed/activities are completed as per agreed time frame:</p> <ol style="list-style-type: none"> Allotment of NCDs within 2 business days of Pay-in date Listing of NCDs as per Listing clause <i>3 months from closure of the issue</i> Execution of Debenture Trust Deed within 60 days from the date of Pay-in RoC filings Such other requirements as stipulated by the Debenture Trustee/Debenture Holders as mandated by statutory requirements mutually agreed between the Issuer and the Debenture holders.
Transaction Documents	<ol style="list-style-type: none"> Private Placement Offer Letter (information memorandum), complying with applicable SEBI regulations & certified by Issuer Debenture Trustee Agreement Debenture Trust Deed Security Documents
Force Majeure	<p>The Issuer understands that this mandate is contingent on the assumption that from the date of the provision of final mandate to deemed date of allotment, there is no material adverse change in the financial conditions of the Issuer which in the reasonable opinion of the Investor would make it inadvisable to proceed with the Issue. In the case of such material adverse change, terms of the Issue may be renegotiated to mutual satisfaction of the Investor and the Issuer.</p>
Information Provision	<p>The Issuer undertakes to provide information prior to the deemed date of allotment pertinent to the credit assessment of the Issuer by the Investor/potential Investors in a timely fashion except for any information pertaining to the Issuer which the Issuer considers Unpublished Price Sensitive Information in accordance with the terms of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time). This information will include, but not be limited to latest published financial information, rating letter and rating rationale, copies of the resolutions authorizing the borrowing, etc.</p>
Other Expenses	<p>All other expenses viz. Stamp Duty of issuance, Legal fees, Trustee fee, Registrar fee etc. will be to the account of the Issuer.</p>
Revised Interest	<ol style="list-style-type: none"> In case of delay in execution of the Debenture Trust Deed within 60 days from Deemed Date of Allotment, Issuer will pay revised interest of 2% p.a. over the coupon rate from the expiry of 60 days from the Deemed Date of Allotment until the date of execution of the Debenture Trust Deed <i>3 months from closure of the issue</i> In case of a payment Event of Default, revised Interest of 2% p.a. over the coupon rate will be payable by the Company for the defaulting period commencing from and including the date on which such amount becomes due and ending on the day before such amount is actually paid In case of delay in listing of debt securities beyond 20 days from Deemed Date of Allotment, the Issuer will pay penal interest of 1% p.a. over the coupon rate from expiry of 30 days from the Deemed Date of Allotment till the listing of such debt securities to the Investor
Depository	<p>NSDL or CDSL</p>
Record Date	<p>Record Date for the Issue will be 15 days prior to the next Interest Payment Date / Redemption Date.</p>
Business Day	<p>A day which is not a Sunday or a public holiday and on which clearing of cheque and RTGS facilities are available in Mumbai.</p>
Business Day Convention	<p>If any Coupon Payment Date (except coupon falling due on the Redemption Date) falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day and the interest amount will be the interest accrued on the NCDs until but excluding the Coupon Payment Date</p>

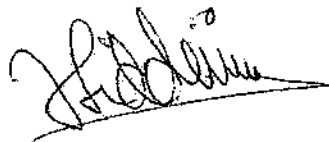


IndusInd Bank

	<p>originally stipulated. However, the next interest period will continue to commence from the Coupon Payment Dates original stipulated.</p> <p>If the Redemption Date (also being the last Coupon Payment Date) of the NCDs falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the immediately preceding Business Day along with interest accrued on the NCDs until but excluding the Redemption date.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the immediately preceding Business Day will be considered as the Record Date.</p> <p>If the Fully Paid Up Date is a day that is not a Business Day, the payment of the Balance Amount shall be made by each Debenture Holder on the immediately succeeding Business Day and the NCDs shall not be deemed forfeited on account of the Balance Amount being paid on the succeeding Business Day.</p>
--	---

For IndusInd Bank Limited


S. KARMAKAR


FARMAN SIDDIQUI



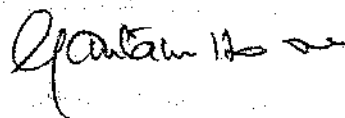
AGREED TO AND ACCEPTED BY

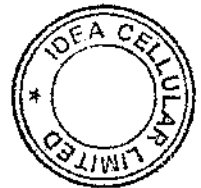
Idea Cellular Limited

By: Mr. Gautam Hoare

Title: Authorized Signatory

Date: 3/2/2017





4.
P3
1.