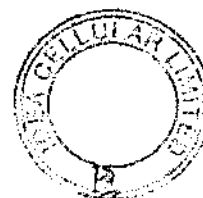


*This document contains terms of a prospective transaction. The indicative terms are neither complete nor final and are subject to internal approvals. This document is for discussion purposes only and does not constitute any offer, recommendation or solicitation to any person to enter into any transaction or adopt any hedging, trading or investment strategy. HDFC Bank, its directors or its employees do not accept any responsibility for actions taken by any person based on this document and you are advised to make your own independent judgment in this respect. The terms herein are subject to contractual confirmation, satisfactory documentation and prevailing market condition.*

**Annexure A**

**Indicative Terms and Conditions**

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issuer                                                            | Idea Cellular Limited ("the Issuer/Company")                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Promoters                                                         | Aditya Birla Group<br><br>"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.<br><br>"Relative" has the meaning given in Section 2(77) of the Companies Act, 2013.<br><br>"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. |
| Instrument                                                        | Partly Paid, Unsecured, Listed, Rated, Redeemable, Non-Convertible Debentures ("NCDs")<br><br>Following payment of the Balance Amount on the Fully Paid Up Date, the NCDs will be fully paid.                                                                                                                                                                                                                                                                                                                    |
| Security                                                          | Pari passu with all the unsecured facilities of the Issuer                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Mode of placement                                                 | On private placement basis to eligible investors                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Eligible Primary Investor                                         | HDFC Bank Limited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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) authorized 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+ by CARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Rating Agency                                                     | CARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Issue Size                                                        | Rs.1,000 Cr (Rs. One Thousand Crore only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Pay-in Date / Issue Open / Issue Close / Deemed Date of Allotment | Wednesday, January 4, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Maturity                                                          | 5 Years from the Pay-in Date i.e. Tuesday, January 4, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Coupon Payment Dates                                              | Thursday, January 4, 2018<br>Friday, January 4, 2019<br>Saturday, January 4, 2020<br>Monday, January 4, 2021<br>Tuesday, January 4, 2022                                                                                                                                                                                                                                                                                                                                                                         |



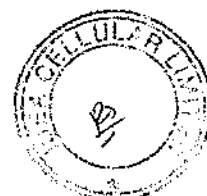
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|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Coupon Rate                               | 7.77% 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 Rs. 100 Crore ( Rupees One Hundred Crore only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 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 Rs. 900 Cr ( Rupees Nine Hundred Crore only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Fully Paid Up Amount                      | The sum of the Initial Paid Up Amount and the Balance Amount<br>(at the face value of Rs. 10,00,000 per NCD) equivalent to Rs. 1,000 Cr ( Rupees One Thousand Crore only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Record Date for Notice for Balance Amount | Friday, 3 <sup>rd</sup> February 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Fully Paid Up Date                        | Monday, 20 February 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 instalments by the Debenture Holders:<br>• The Initial Paid Up Amount on the Deemed Date of Allotment<br>• The Balance Amount on the Fully Paid Up Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Payment Terms                             | The terms of payment of the Face Value of the NCDs is as follows:<br>• 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<br>• 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.<br><br>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 |



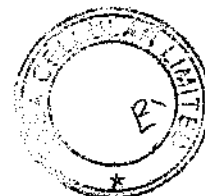
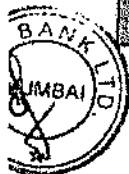
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|                                            | Balance Amount in full in respect of any NCD on the Fully Paid Up Date will result in such NCDs for which only the Initial Paid Up Amount or a part of the Balance Amount has been paid, being FORFEITED 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 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                                    | 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<br><br>Issuer undertakes not to use proceeds for investments in any capital market, real estate and other such activities not permitted by RBI                                                                                                                                                                                                                                                                  |
| Day count basis                            | Actual / Actual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Listing                                    | On the WDM segment of National Stock Exchange within 20 days from the deemed date of allotment.<br><br>In case of delay in listing of the NCDs beyond 20 calendar days from the Deemed Date of Allotment, the issuer will pay a penal interest of 1% p.a. over the Coupon Rate to the Debenture Holder (s) from the expiry of 30 calendar days from the Deemed Date of Allotment till the listing of such NCDs                                                                                                                                                                                                                                                                                                                                                                       |
| Security                                   | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Approvals                                  | The Issuer shall at all times ensure that it has all authorizations/regulatory approvals and statutory approvals required for the issuance and validity of the NCDs.<br><br>The Issuer will create a Debenture Redemption Reserve in accordance with relevant regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Representations & 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 | The Issuer during the tenure of this issue will ensure that<br><br>1. Promoters shall continue to hold minimum equity shareholding of 26% in the Issuer and continue to have Control of the Issuer.<br><br>"Control" shall have the meaning as ascribed thereto in the Companies Act, 2013.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Events of Default                          | Customary to financing of such nature including but not limited to the following:<br><br>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;<br>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                         |



|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                                    | <p>not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders;</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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 waiver is not obtained by the Issuer from the Debenture Trustee, acting on instructions of Majority Debenture Holders;</li> <li>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;</li> <li>7. Moratorium on actions of the Issuer;</li> <li>8. Compulsory acquisition, nationalization or expropriation of the assets, or substantially all of the assets, of the Issuer;</li> <li>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;</li> <li>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</li> <li>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;</li> </ol> <p><b>"Material Adverse Effect"</b> 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 or its 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> <ol style="list-style-type: none"> <li>12. Cessation of all or substantially all of the business of the Issuer;</li> <li>13. Disting of the NCDs.</li> </ol> |
| Consequence 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Government law                        | Indian law and courts/tribunals of Mumbai                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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 1956 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 being issued to the Debenture Holder.</li> <li>3. Executed the Debenture Trustee Agreement</li> <li>4. Rating letter and rationale (Rating letter not older than 1 month and rationale not older than 6 months)</li> <li>5. In principal approval for listing of the NCDs</li> <li>6. Consent letter from the Debenture Trustee</li> <li>7. Any other conditions as the Debenture Holder (s) and/or the Debenture Trustee may require</li> <li>8. No Event of Default by Issuer;</li> <li>9. 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.</li> </ol> |
| 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"> <li>1. Allotment of NCDs within 2 business days of Pay-in date</li> <li>2. Listing of NCDs as per Listing clause</li> <li>3. Execution of Debenture Trust Deed within 60 days from the date of Pay-in</li> <li>4. RoC filings</li> <li>5. Such other requirements as stipulated by the Debenture Trustee/Debenture Holders as mandated by statutory requirements or as mutually agreed between the Issuer and the Debenture holders.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Transaction Documents                 | <ol style="list-style-type: none"> <li>1. Private Placement Offer Letter (information memorandum), complying with applicable SEBI regulations &amp; certified by Issuer</li> <li>2. Debenture Trustee Agreement</li> <li>3. Debenture Trust Deed</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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"> <li>1. 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</li> <li>2. 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</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



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|                         | <p>before such amount is actually paid</p> <p>3. 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Depository              | NSDL or CDSL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Record Date             | Record Date for the Issue will be 15 days prior to the next Interest Payment Date / Redemption Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Business Day            | A day which is not a Sunday or a public holiday and on which clearing of cheque and RTGS facilities are available in Mumbai.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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 originally stipulated. However, the next interest period will continue to commence from the Coupon Payment Date originally 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> |

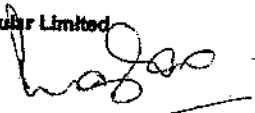
Yours faithfully,  
For and on behalf of  
HDFC Bank Ltd

By:   
Name: Nishant Jitani  
Title: Senior Vice President - Investment Banking



Idea Cellular Limited agrees to the terms and conditions set out in the above letter from HDFC Bank dated 23<sup>rd</sup> December 2016.

Idea Cellular Limited

By:   
Name: PANKAJ KAPDEO  
Title: PRESIDENT & COMPANY SECRETARY  
Date: 23<sup>rd</sup> December 2016



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PS