

Indian Hospitals Corporation Limited

3rd May, 2018

The Managing Director,
National Securities Depository Limited.
Trade World, 4th floor,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel, Mumbai - 400 013

Ref: ISIN - INE682Q07036

Dear Sir,

With reference to the above allotment of ISIN for our Secured Rated Unlisted Redeemable Non Convertible Debentures of Rs. 10,00,000/- each aggregating Rs. 380,00,00,000/-, we enclose the following documents for your information.

1. Corporate Action Information Form
2. Annexures A
3. List of Allottee
4. Certified copy of the extract of the Board Resolution dated 25.04.2018 towards allotment of 3800 Secured Rated Unlisted Redeemable Non-Convertible Debentures.
5. Certified copy of the Term Sheet
6. Certified copy of the E-Form PAS-3 filed with ROC along with MCA fee challan
7. Demand Draft bearing no. 257776 for Rs. 2360/- drawn in favour of National Securities Depository Limited, Canara Bank, Mumbai.

Please do the needful.

Yours faithfully

For INDIAN HOSPITALS CORPORATION LIMITED

S OBIL REDDY
DIRECTOR



Indian Hospitals Corporation Limited

CORPORATE ACTION INFORMATION FORM (For Debt instruments - Allotment)

Date: 3rd May, 2018

To,
Vice President
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	INE682Q07036
Security Description	9.50% pa Secured Rated Unlisted Redeemable Non-Convertible Debentures
Allotment Date	25 th April 2018
Face Value per security	Rs. 10,00,000/- each
Distinctive Numbers	1 to 3800
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	(Yes/No)
If through EBP, name of Electronic Book Provider name of the clearing corporation.	NA

Allotment Details	No. of records	No. of Securities (Quantity)
Electronic Form - NSDL	1	3800
Electronic Form - CDSL	--	--
Physical Form	--	--
Total Allotted	1	3800

I, **S Obul Reddy** (person name), **Director** (designation) of **INDIAN HOSPITALS CORPORATION LIMITED** (issuer name) declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities and is in compliance with all the applicable rules and regulations. The allotment is in terms of Board Resolution dated 25th April 2018 (copy enclosed / ~~copy already submitted to NSDL on vide letter dated~~).

For INDIAN HOSPITALS CORPORATION LTD

Signature :

Notes:

S. OBUL REDDY
Director



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.

Regd. Office : # 19, Bishop Garden, Raja Annamalaipuram, Chennai - 600 028.
Admin. Office : G-Block, IIIrd Floor, "Ali Towers", # 55, Grems Road, Chennai - 600 006. India.
Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114

Indian Hospitals Corporation Limited

Annexure A

Date: 03/05/2018

To,
The Managing Director,
National Securities Depository Limited.
Trade World, 4th floor,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel,
Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

Details of current issue:

ISIN	Not Applicable
Date of Allotment (in DD-MM-YYYY)	
Date of Maturity (in DD-MM-YYYY)	
Allotment Quantity	
Issue Price (in Rs.)	
Face Value (in Rs.)	
Issue Size (in Rs. Crs.)	
Certificate Nos./Distinctive Nos. (From - To)	

Issuance history under the aforesaid ISIN (including current issue):

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
Not Applicable						

Note: Add rows, if applicable

For INDIAN HOSPITALS CORPORATION LIMITED

Name: **S. OBUL REDDY**
Designation: **DIRECTOR**



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Indian Hospitals Corporation Limited

3rd May, 2018

Integrated Registry Management Services Private Limited
5A, 5th Floor, Kences Towers
1, Ramakrishna Street
T. Nagar, Chennai - 600 017

Kind Attn: Mr. Suresh Babu K

Sub: Beneficiary Account details for 3,800 Secured Rated Unlisted Redeemable Non Convertible Debentures of face value of Rs 10 Lakhs each

Please find below mentioned the list of allottees for the above mentioned subject:

Sr. No.	ISIN	Beneficiary Name	Qty.	DP ID	Client ID	Distinctive Nos.
1	INE682Q07036	ICICI Prudential Regular Savings Fund	3800	IN303786	10003963	1 to 3800

Kindly carry out appropriate procedures for crediting the aforesaid accounts.

Your faithfully
FOR INDIAN HOSPITALS CORPORATION LIMITED


S OBUL REDDY
DIRECTOR



Indian Hospitals Corporation Limited

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS (THE "BOARD") OF INDIAN HOSPITALS CORPORATION LIMITED (THE "COMPANY") HELD ON APRIL 25, 2018 AT REGISTERED OFFICE 19, BISHOP GARDENS, RAJA ANNAMALAIPURAM, CHENNAI 600028

The Chairman has informed the Board that, pursuant to the Board resolution passed at the meeting of the Board of Directors of the Company on April 20, 2018, the Company has requested certain identified investors to subscribe to 3,800 (Three Thousand Eight Hundred) rated redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, for cash, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) ("Debentures").

The following investors, being ICICI Prudential Regular Savings Fund, being a mutual fund managed by ICICI Prudential Asset Management Company Limited, have submitted an application form for subscribing to the Debentures and the Company is now desirous of allotting the said Debentures to ICICI Prudential Regular Savings Fund.

After the detailed discussion, the following resolutions were passed in this regard:

***RESOLVED THAT** 3,800 (Three Thousand Eight Hundred only) rated redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, for cash, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) be allotted to ICICI Prudential Regular Savings Fund.

RESOLVED FURTHER THAT the Company be and is hereby authorised to insert the names of the aforementioned allottees in the Register of Debenture Holders of the Company to be maintained by the Company, as the holders of the Debentures and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorized to enter the name of the said holders in the Register of Debenture Holders of the Company.

RESOLVED FURTHER THAT Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorized to do all other acts, deeds and things in connection with the issuance and allotment of the Debentures, including without limitation the issue and delivery of letters of allotment, issuing debenture certificate(s), paying stamp duty on the debenture certificate(s), filing return of allotment with the Registrar of Companies and liaising with the National Securities Depository Limited and / or the Central Depository Services (India) Limited, and to do all other acts, deeds and things which may be necessary or expedient to implement any or all of the resolutions.

RESOLVED FURTHER THAT the drafts of the letters of allotment placed before the meeting and initialled by the Chairman for identification be and is hereby approved and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorised to issue the said letters of allotment.

RESOLVED FURTHER THAT the Debentures be credited to the demat accounts of the allottees through corporate action with the National Securities Depository Limited or the Central Depository Services (India) Limited.

For INDIAN HOSPITALS CORPORATION LTD.

CERTIFIED TRUE COPY

Page No. 1 & 2

S. OBUL REDDY
Director



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1/2

Indian Hospitals Corporation Limited

RESOLVED FURTHER THAT the Common Seal of the Company be affixed to any of the documents to be executed by the Company in relation to the allotment, including the debenture certificates to be issued, if required, in the presence of any Director of the Company who shall sign the same in token thereof and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorised to countersign such document, in terms of the Articles of Association of the Company.

RESOLVED FURTHER THAT the aforesaid resolutions shall come into force with immediate effect."

// Certified True Copy //

For INDIAN HOSPITALS CORPORATION LIMITED,


S O BUL REDDY
DIRECTOR



Indian Hospitals Corporation Limited

TERM SHEET

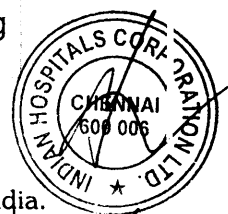
S. No.	HEADS OF TERMS	PARTICULARS
1.	Company	Indian Hospitals Corporation Limited (a Promoter Holding Company)
2.	Promoter Group	1. Dr. Prathap C. Reddy; 2. Mrs. Sucharitha Reddy; 3. Mrs. Preetha Reddy; 4. Mrs. Shobana Kamineni; 5. Mrs. Sangita Reddy; 6. Mrs. Suneeta Reddy; and 7. PCR Investments Limited ('PCRIL')
3.	Debenture Trustee	IDBI Trusteeship Services Limited
4.	Debenture Holders	The initial investors and their successors and assigns from time to time
5.	Issue Size	Up to INR 380,00,00,000/- (Rupees Three Hundred and Eighty Cores only)
6.	Debentures NCDs	3,800 (Three Thousand Eight Hundred) rated non-convertible debentures having face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each.
7.	Mode of Placement	Private Placement
8.	Form of Issue	Dematerialised form by credit to the dematerialised account of the Debenture Holders with National Securities Depositories Limited and / or Central Depository Services Limited (together the "Depositories"). The Debentures shall be credited to the dematerialised account of the Debenture Holders with the Depositories within 30 (Thirty) days from the Allotment Date.
9.	Rating	BWR AA-(SO) (pronounced BWR Double A Minus (Structured Obligation))
10.	Rating Agency	Brickworks Rating India Private Limited
11.	Allotment Date	The Allotment Date shall be deemed to be on 25 th April, 2018, which is the date by which initial investors propose to submit the application forms and subscription monies for subscribing to the Debentures.

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Page Nos. 1 to 18
For INDIAN HOSPITALS CORPORATION LTD.

s. **DEEPI REDDY**, # 19, Bishop Garden, Raja Annamalaipuram, Chennai - 600 028.

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1/18

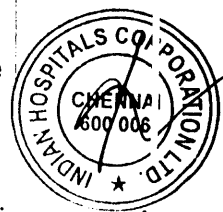
Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
12.	Issue Open Date	The Issue Open date shall be 25 th April, 2018
13.	Issue Close Date	The Issue Close Date shall be 25 th April, 2018
14.	End Use	The proceeds realized by the Company from the issuance of the Debentures shall be applied exclusively by the Company for general corporate purposes of the Company, meeting Issue related expenses and towards the repayment and/ or prepayment of the Promoter Group's Financial Indebtedness.
15.	Maturity Date	The date on which the Debentures are redeemed in full is referred to as the Maturity Date, whether on account of scheduled repayment or prepayment or payment consequent to the occurrence of an event of default. The scheduled Maturity Date is the date falling on the expiry of 2 (Two) years from the Allotment Date, i.e. 25 th April, 2020.
16.	Term	The period commencing from the Allotment Date and ending on the scheduled Maturity Date, i.e. 25 th April, 2020.
17.	Principal Repayment	The principal amount of the Debentures shall, subject to any early payment, be repaid, by way of a bullet repayment, on the expiry of the Term of the Debentures.
18.	Returns on Debentures	<p>The Debentures shall carry a rate of 9.50% (Nine and half Percent) per annum compounded annually ("Cash Coupon") payable on the face value of the Debentures, and payable on the scheduled Maturity Date or upon prepayment.</p> <p>The maturity amount shall be calculated as: $\text{Principal Amount} \times (1 + \text{rate})^{\text{act} / 365}$</p> <p>In case of default in payment of any monies accruing due on the respective due dates, the defaulted amount thereof shall carry interest at the rate of 2% (Two Percent) per annum over and above the rate of interest set out above. Such interest payable hereinafter collectively referred to as the "Default Interest" shall be compounded monthly and computed from the respective due dates until the date of actual payment. The Default Interest shall become payable on demand or in the absence of any such demand, on the next date, falling after the date of such default.</p>
19.	Prepayment/	The Company shall not be entitled to prepay or redeem the

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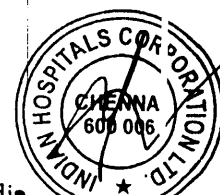
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2/18

Indian Hospitals Corporation Limited

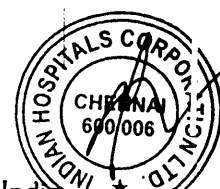
S. No.	HEADS OF TERMS	PARTICULARS
	Early Redemption	<p>Debentures (or any part thereof) prior to the scheduled maturity thereof; provided however that subject to the following conditions being met the Company shall be entitled to prepay/ redeem the Debentures (in full or in part):</p> <ol style="list-style-type: none"> 1. The prepayment/ redemption occurs only after the expiry of a period of 1 (One) year from the Allotment Date; 2. The Company has provided a prior written notice to the Debenture holders at least 60 (Sixty) days prior to the date on which the Company proposes to prepay/ redeem the Debentures; 3. The Company makes payment of an amount towards break costs, which is equal to 0.5% (Zero Decimal Five Percent) of the face value of the Debentures (or the relevant part thereof) being prepaid/ redeemed; and 4. In the event the Company is prepaying only a part of the Debentures, the amounts prepaid/ Debentures redeemed by the Company are distributed to the Debenture Holders in proportion to their respective holdings of the Debentures.
20.	Security	<p>The security in relation to the Debentures shall comprise of:</p> <ol style="list-style-type: none"> (a) Share pledge over certain shares held by the Promoter Group in Apollo Hospital Enterprises Limited (AHEL); (b) Mortgage over certified identified immoveable property of the Company located in Tamil Nadu, pursuant to which mortgage the Debentures are proposed to be issued. The Debenture Trust Deed capturing the mortgage and the terms upon which the Debentures are being issued shall be in agreed form between the Parties as a condition precedent, however, the same shall be executed and registered only within 30 days from allotment of the Debentures; and (c) A first charge created over the Designated Account and the amounts lying to the credit thereof from time to time, by way of a hypothecation.
21.	Initial Share Price	<p>The lower of (i) the last closing price of the shares of AHEL on the relevant exchange; and (ii) average closing price of the shares of AHEL on the relevant exchange for the period of 30 (Thirty) days immediately preceding the date on which the undertaking is provided.</p>
22.	Benchmark Amount	<p>An amount equal to:</p> <ol style="list-style-type: none"> (a) the outstanding amount of the face value Debentures plus (b) accrued interest, which shall be arrived at as under:



3/18

Indian Hospitals Corporation Limited

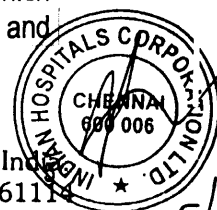
S. No.	HEADS OF TERMS	PARTICULARS
		<ul style="list-style-type: none"> - From inception until the expiry of 12 (Twelve) months from the Allotment Date: 12 (Twelve) months accrued interest; - For the remaining Term of the Debentures: 2 (Two) years of accrued interest; <p>(c) The Benchmark Amount shall be reduced by any monies which have been provided by the Company as cash top-up pursuant to the provisions set out in Clause 24 hereunder.</p>
23.	Share Pledge	<p>The Promoter Group shall create a pledge over such number of shares as mutually agreed in favour of the Debenture Trustee, so as to ensure that the value of the Pledged Shares, on the basis of the Initial Share Price, is equal to at least 1.60 (One decimal point Six Zero) times the Benchmark Amount ("Stipulated Pledge Cover").</p>
24.	Monitoring of Pledged Shares value	<p>The current share price of the shares of AHCL and the value of the Pledged Shares, on the basis of the current share price ("Total Pledge Value"), shall be monitored on daily basis, and in the event that there is, at any time after the expiry of 4 (Four) business days from the Allotment Date, a fall in the Total Pledge Value below 1.50 (One decimal point Five Zero) times of the Stipulated Pledge Cover (the date on which such drop in Total Pledge Value occurs is hereinafter referred to as the "Top-up Date"), the Promoter Group shall pledge additional shares held by the Promoter Group in AHCL in favour of the Debenture Trustee, within a period of 3 (Three) business days from the Top-up Date, so as to ensure that the Total Pledge Value including such additional shares when taken together with the value of the initially Pledged Shares, is greater than or equal to the Stipulated Pledge Cover. The current share price shall be the last closing price of the shares of AHCL on the relevant exchange.</p> <p>Provided however that in the event that there is, at any time, a fall in the price of shares of AHCL by 30% (Thirty Percent) from the Initial Share Price, the Company, shall, within 5 (Five) business days of the Top-up Date, deposit an amount into the Designated Account, which is sufficient to ensure that the Total Pledge Value of the shares pledged by the Company and/or the Promoter Group, on the basis of the current share price, is greater than or equal to the Stipulated Pledge Cover.</p>



4/18

Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		<p>In the event of any top-up notice being issued to the Company and/ or Promoter Group, if such top-up is not completed within the said 3 (Three) business days or 5 (Five) business days, as the case may be, the Company shall be required to prepay the entire outstanding amount within a period of 2 (Two) business days thereafter.</p> <p>In the event that there is, at any time, a rise in the Total Pledge Value to 140% (One Hundred Forty Percent) or more of the Stipulated Pledge Cover, the Company and/or Promoter Group shall be entitled to obtain a release of any excess cash / excess Pledged Shares which have been pledged by the Company / Promoter Group.</p>
25.	Designated Account	<p>The Company shall open / identify the designated account with any scheduled commercial bank within a maximum period of 60 (Sixty) days from the Allotment Date.</p> <p>The Designated Account shall be lien marked in favour of the Debenture Trustee and effectively hypothecated in favour of the Debenture Trustee and the Company shall not be entitled to operate the Designated Account, in so far as the funds deposited therein for the benefit of the Debenture Holders are concerned, without obtaining the prior written consent of the Debenture Trustee. In this regard the Company shall execute a memorandum of hypothecation in favour of the Debenture Trustee ("Memorandum of Hypothecation") and also issue a power of attorney in relation thereto.</p> <p>All amounts deposited by the Company in the Designated Account in relation to the Debentures, shall be utilised by the Debenture Trustee for the purpose of meeting payments due to the Debenture Holders on each of the relevant Due Dates.</p>
26.	Pre-funding	<p>The amounts required to meet the payments due by the Company to the Debenture holders, whether as Cash Coupon or the amount payable at Maturity, shall be deposited by the Company in the Designated Account, at least 7 (Seven) days prior to the actual due date.</p>
27.	Key Covenants	<p>1. 100% (One Hundred Percent) of the shareholding of the Company (taken on a fully diluted basis) shall at all times, either directly or indirectly (through companies in which they hold 100% stake) held by the Promoter Group and</p>



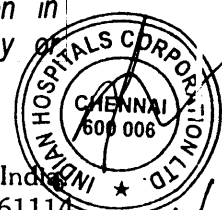
Indian Hospitals Corporation Limited

S No	HEADS OF TERMS	PARTICULARS
		<p>Relatives of the Individual Promoters.</p> <p>2. Out of the six individuals under Promoter Group, atleast 2 (Two) persons shall remain on the board of the Company across the tenor of the Debentures.</p> <p>3. The Promoter Group shall remain as the promoters of AHEL, for all purposes of the rules and regulations issued from time to time by the Securities and Exchange Board of India.</p> <p>4. The aggregate of: (i) the Financial Indebtedness arising on account of the Debentures; and (ii) the Financial Indebtedness of the Promoter Group (excluding indebtedness, which has not been availed of and / or incurred against the security of or comfort of the AHEL Shares held by the Promoter Group), shall not exceed Rs. 1,250 crore. Provided however that for the purposes of this covenant, debt shall not include any indebtedness that is incurred by the Promoter Group in case of the following: (i) if the indebtedness is incurred for the purpose of refinancing of its existing debts; and (ii) such refinancing is completed within a period of 30 (Thirty) days from when the said indebtedness is incurred.</p> <p><i>"Financial Indebtedness" herein shall inter alia mean and include any indebtedness for or in respect of: (i) moneys borrowed; (ii) any amount availed of by acceptance of any credit facility; (iii) any amount raised pursuant to the issuance of any notes, bonds, shares (whether redeemable or otherwise), debentures, loan stock or any other similar securities or instruments; (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted principles of accounting in India, be treated as a finance or capital lease; (v) receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis); (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or</i></p>

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6/18

Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		<p><i>documentary letter of credit or any other instrument issued by a bank or financial institution; (ix) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; or (x) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix) above.</i></p> <p>5. Dr. Prathap C. Reddy to hold at least 20,00,000 (Twenty Lakh) equity shares of AHEL free from any and all encumbrances and shall utilize the same only for the purposes of creating a pledge for any top-up requirements for the Debentures being issued by the Company, in the event that the AHEL Shares held by PCR Investments Limited is not sufficient to meet the pledge requirements for the Debentures.</p> <p>6. Promoter Group as defined herein shall hold at least 26% (Twenty Six Percent) of the equity shareholding of AHEL (taken on a fully diluted basis).</p> <p>7. PCRIL shall continue to hold its current shares of AHEL which shall be used only for share obligations of existing Rs 550 Cr NCDs and this issuance of INR 380cr and the Kotak Mahindra Investments Ltd Loan of INR 65 cr.</p> <p>To note that such shares may be used by the Promoter Group for securing debt being raised by the Promoter Group as long as (i) if the debt is incurred for the purpose of refinancing of its existing debts; and (ii) such refinancing is completed within a period of 30 (Thirty) days from when the said debt is incurred and pursuant to shares released from the debt repaid, the covenant mentioned in this point 8 is adhered to within a period of 30 (Thirty) days from pledging such shares.</p> <p>8. All the loans availed of by the Company from any shareholder of the Company, or from a member of the Promoter Group/affiliates, shall be unsecured and shall be subordinated at all times and in all respects including repayment terms, to the Debentures provided however that upon the occurrence of an Event of Default, none of the aforementioned loans may be repaid by the Company without obtaining the prior written consent of the Debenture</p>



7/18

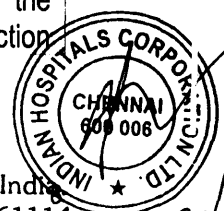
Indian Hospitals Corporation Limited

S No	HEADS OF TERMS	PARTICULARS
		<p>Trustee. Without prejudice to the foregoing, the Company shall ensure that such loans from the shareholders, or members of the Promoter Group shall not, in aggregate, exceed and amount of Rs. 100,00,00,000/- (Rupees One Hundred Crores only); Provided however for this cap any amounts brought in by the Promoter Group for prepayment / repayment of Debentures shall not be counted for.</p> <p>9. The obligations of the Company to return any amounts raised by the Company by way of issuance of any instruments (whether as preference shares or debentures or otherwise) to its shareholders, shall be subordinated at all times and in all respects (including repayment terms, to the Debentures. It is hereby clarified that such amounts against the said issued instruments shall not be returned by the Company until the Debentures are fully redeemed.</p> <p>10. The Company and the Promoter Group shall not sell or otherwise dispose of any of the shares of AHCL held by them without the prior written consent of the Debenture Trustee, whether such shares are currently held by it or are acquired by it whether pursuant to any stock split (or any similar corporate action) or otherwise; provided however that the Company and the Promoter Group shall be entitled to dispose of the shares held by them in AHCL, subject to: (i) the monies raised from such sale being utilised for the repayment of existing indebtedness of the Promoter Group; and (ii) post such repayment and consequent release of security, the Company and the Promoter Group, is in compliance with the covenant set out under point numbers 4 and 8 above; and (iii) the repayment and consequent release of security being completed within a maximum period of 30 (Thirty) days from the date on which the Company and/or the Promoter Group has sold any shares of AHCL.</p>
28.	Events Defaults	<p>of Any one of the following shall constitute an Event of Default under this transaction:</p> <p>(i) Failure on the part of the Company to satisfy all or any part of payments in relation to the Debentures or otherwise under the Transaction Documents when it becomes due.</p> <p>(ii) Breach of any covenants of the Company and the Promoter Group under any of the Transaction</p>

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Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114



8/18

Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		Documents, including failure in effecting top-up of the Pledged Shares which are subject of the share pledge provided under the Share Pledge Agreement or cash top-up within the stipulated time frame.
	(iii)	Any or all of the representations and warranties provided by the Company and the Promoter Group as set out in any Transaction Document, is untrue, incomplete, incorrect or misleading or breach by the Company of any covenant or undertaking contained in the Transaction Documents.
	(iv)	Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests purported to be created thereby being jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured thereby or any part thereof shall being disaffirmed by or on behalf of the Company or any other party thereto.
	(v)	It is or becomes unlawful for the Company / Promoter Group to perform any of its obligations under the Transaction Documents, or if the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect.
	(vi)	The Company or the Promoter Group repudiates a Transaction Document to which it is a party or evidences an intention to repudiate Transaction Documents to which it is a party.
	(vii)	Any event or any series of events occur, which, in the opinion of the Debenture Trustee, might have a Material Adverse Effect and/ or affects the Company's / Security Provider's ability to comply with its obligations under the Transaction Documents.
	(viii)	Any Financial Indebtedness of the Company / Security Provider (other than monies owed to the Promoter Group) is not paid when due and the applicable cure period has lapsed without the Company / Security Provider making payment of the overdue amount in full.

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9/18

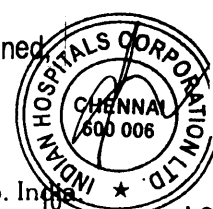
Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
	(ix)	Any creditor of the Company / Security Provider becomes entitled to declare any Financial Indebtedness of the Company/ Security Provider before its specified maturity as a result of an event of Default (however described).
	(x)	The Company or any Security Provider ceasing or threatening to cease to carry on its respective business.
	(xi)	The Company or any Security Provider: (i) is unable or admits inability to pay its Financial Indebtedness as they fall due; or (ii) suspends making payments on any of its Financial Indebtedness, by reason of actual or anticipated financial difficulties.
	(xii)	Any corporate action, legal proceedings or other procedure or step is taken in relation to the Company / Security Provider (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) in relation to: <ul style="list-style-type: none"> A. the suspension of Payments, a moratorium of any indebtedness, winding-up, insolvency, dissolution, administration or reorganisation of the Company with an intention of winding up or liquidating or declaring insolvent the Company / Security Provider (by way of voluntary arrangement, scheme of arrangement or otherwise); or B. a composition, compromise, assignment or arrangement or re-scheduling of any Financial Indebtedness with any creditor of the Company / Security Provider; or C. the appointment of a liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company / Security Provider or any of its assets.
	(xiii)	Any legal proceedings have been taken or commenced for recovery of any Financial Indebtedness of the Company / Security Provider.
	(xiv)	Any expropriation, attachment, sequestration, distress or execution affects any asset of the Company or any of the Security Providers.
	(xv)	Any Governmental Authority having condemned

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Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114



10/18

Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		<p>nationalized, seized, or otherwise expropriated all or any part of the material assets of the Company or any Security Provider or having assumed custody or control of the business or operations of the Company or any Security Provider or having taken any action for the dissolution of the Company or any Security Provider or any action that would prevent the Company or any Security Provider or their respective officers from carrying on its business or operations or a substantial part thereof.</p> <p>(xvi) Any Governmental Authority takes any action to prevent Company / Security Provider from conducting any of its businesses or carrying out its operations in any manner.</p> <p>(xvii) Any material Clearances of the Company / Security Provider is revoked, terminated or suspended.</p> <p>(xviii) If one or more judgments or decrees have been rendered or entered against the Company / Security Provider and such judgments or decrees are not vacated, discharged or stayed for a period of 30 (Thirty) business days or such other date as may be stipulated by the Debenture Trustee, and such judgments involve in the aggregate, a liability which could result in a Material Adverse Effect.</p> <p>(xix) An event of default is declared under any of the Transaction Documents.</p> <p>Appropriate cure period, if any, with respect of the above mentioned events shall be set out in the transaction documents.</p> <p>The Company shall promptly notify the Debenture Trustee in writing upon becoming aware of any Event of Default and any event which may constitute (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.</p>
29.	Consequences of an Event of Default	<p>(a) Upon occurrence of any Event of Default (such event being hereinafter referred to as "Enforcement Event"), the Debenture Trustee shall notify the Debenture Holders immediately upon the occurrence of the Enforcement Event. In any event the Debenture Holders, if they deem appropriate, shall be entitled to</p>

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Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114



11/18

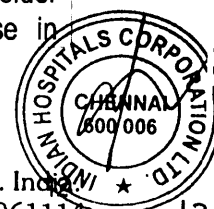
Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		<p>issue a notice to the Debenture Trustee confirming the occurrence of an Enforcement Event. Upon the occurrence of an Enforcement Event, a Debenture Holder shall be entitled to issue a notice to the Debenture Trustee on an Enforcement Event requiring the Debenture Trustee to enforce such Debenture Holder's part of the security created under the Transaction Documents in accordance with the terms of the Transaction Documents as is proportionate to such Debenture Holder's holding of Debentures. In addition, each Debenture Holder shall be entitled to require the Debenture Trustee to not enforce such part of the Security Interests as is proportionate to such Debenture Holder's holding of Debentures or any portion thereof ("Non Enforcement Right"), by issuing a notice ("Non Enforcement Notice") within 2 (Two) business days following the date on which the Enforcement Notice has been issued. Any Debenture Holder, who does not issue the Non-Enforcement Notice, shall be deemed to have consented to the enforcement. If any Debenture Holder exercises its Non Enforcement Right, then the Debenture Trustee shall continue to hold such amount of the Security Interests (pro rata to their holding of Debentures) for the benefit of such Debenture Holder, the value of which corresponds to the portion of the Debentures in respect of which the Non Enforcement Right has been exercised, in accordance with the Transaction Documents. In the event that a debenture Holder has exercised its Non Enforcement Right in respect of the corresponding portion of the Debentures, then such Debenture Holder shall be entitled to the proceeds of the enforcement only to the extent that such enforcement corresponds to such portion of the Debentures in respect of which the Non Enforcement Right has not been exercised.</p> <p>(b) A Debenture Holder who has exercised a Non Enforcement Right shall be entitled any time thereafter to request the Debenture Trustee to enforce its share of the Security Interests in accordance with the terms of the Transaction Documents, as long as such Enforcement Event is continuing. For the avoidance of doubt, it is clarified that only the Debenture Holder who has exercised its right under this Clause in</p>

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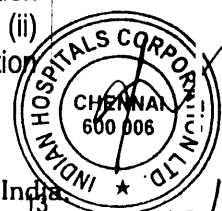
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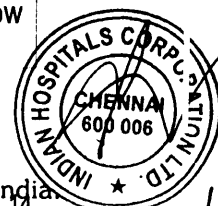
Indian Hospitals Corporation Limited

S No	HEADS OF TERMS	PARTICULARS
		<p>respect of enforcement of its pro rata share in the Security Interests shall be entitled to the proceeds of such enforcement.</p> <p>(c) Upon the occurrence of an Enforcement Event and for so long as an Event of Default is subsisting, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), shall be entitled to exercise any of the powers mentioned below:</p> <ul style="list-style-type: none"> (i) declare that all or part of the Debentures, together with accrued Cash Coupon and all other amounts accrued or Payments outstanding under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable; (ii) accelerate the redemption of the Debentures; (iii) exercise the power of sale as will be more particularly identified in the Transaction Documents; (iv) exercise any other right that the Debenture Trustee and / or Debenture Holders may have under the Transaction Documents or under Law; (v) bank the post dated cheques issued by the Company; (vi) sell / transfer / alienate / realize the monies out of the Pledged Shares in any manner as the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) deems fit; (vii) appropriate the monies available in the Designated Account, which has been deposited for the benefit of the Debenture Holders, towards the dues payable to the Debenture Holders; (viii) exercise any of the rights available to the Debenture Trustee in terms of the Share Pledge Agreement or any documents executed pursuant thereto; and (ix) exercise any other rights set out in the Transaction Documents; <p>All expenses incurred by Debenture Trustee / Debenture Holders, including in connection with: (i) preservation or enforcement of the security interest; and (ii) collection of amounts due under the Transaction</p>



Indian Hospitals Corporation Limited

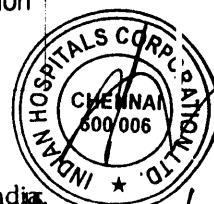
S. No.	HEADS OF TERMS	PARTICULARS
		Documents, shall be borne by the Company.
30.	Transfer	<p>Transfer of the Debentures would be in accordance with the Depositories Act, 1996, the Companies Act 2013, and the rules/procedures as prescribed by NSDL/CDSL/ Depository Participant. All requests for transfer should be submitted to the Company/Registrar and Transfer Agent prior to the Record Date for payment of Coupon/Principal Amount.</p> <p>Nothing provided herein shall prejudice any power of the Company to register as a Debenture Holder any person to whom the right to any Debenture of the Company has been transmitted by operation of law.</p>
31.	Modification	The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of the Debenture Holders.
32.	Business Day Convention	If any payment is to be made on a day which is not a business day, the said payment shall be made on the immediately preceding business day.
33.	Expenses	The Company shall pay all costs, charges and expenses in any way incurred by in relation to the transactions contemplated in relation to the Debentures, including the costs and charges to be incurred in relation to the dematerialization of the Debentures, stamp duty, other duties, taxes, charges and penalties if and when the Company is required to pay according to the laws for the time being in force.
34.	Tax	All payments by the Company to the Debenture Holders shall be made free and clear of and without any deduction, except to the extent that the Company is required by law to make payment subject to any taxes applicable in respect of the income of the Debenture Holders.
35.	Governing Law	Indian Law
36.	Confidentiality	All Parties hereto shall keep all negotiations confidential and maintain the contents of this Term Sheet in strictest confidence and shall make no announcement or disclosure without the prior written consent of the other Party save in respect of disclosures or announcements which may be required by any law or regulation, and any disclosures to each Party's consultants, advisors, employees/directors on a need-to-know basis or those of its affiliates.



Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
37.	Arbitration	Any dispute relating to the Debentures or the term sheet shall be resolved by a panel of arbitrators (" Panel "). Both Parties to the dispute (that is the party instituting the arbitration proceeding and the respondent party) shall appoint 1 (One) arbitrator each to the Panel and the 2 (Two) arbitrators so appointed by the parties shall together appoint one more arbitrator to the Panel. The arbitration proceedings shall be carried out in accordance with the provisions laid down by the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be Delhi. The arbitration proceedings shall be conducted in the English language. The Parties shall equally share the costs of the arbitrator's fees, but shall bear the costs of their own legal counsel engaged for the purposes of the arbitration. Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
38.	Commitment Conditions	<p>The investors shall apply for and subscribe to the Debentures subject to the following conditions being met:</p> <ol style="list-style-type: none"> 1. An up-to-date certified true copy of the constitutional documents of the Company and the PCR Investments Limited (being its memorandum of association, articles of association, certificate of incorporation and (if applicable) certificate of commencement of business). 2. A certified true copy of a resolution of the board of directors of the Company: <ol style="list-style-type: none"> a. approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party; b. authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf; and c. authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party.

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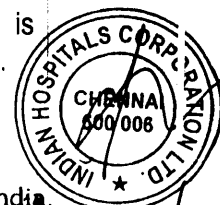
Indian Hospitals Corporation Limited

S No	HEADS OF TERMS	PARTICULARS
		<p>3. A certified true copy of a resolution of the board of directors of PCR Investments Limited approving creation of security interest, the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party in accordance with the provisions of the Act, and authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf.</p> <p>4. A certified true copy of a resolution passed by the shareholders of the Company in accordance with the Section 180(1)(a) of the of the Companies Act, 2013.</p> <p>5. A certified true copy of a resolution of the shareholders of the Company approving (among others) the current borrowing limits of the Company, in accordance with Section 180(1)(c) of the Companies Act, 2013.</p> <p>6. A certified true copy of a resolution of the shareholders of the Company authorizing the Company to issue the Debentures and execute the Transaction Documents in terms of Section 42 of the Companies Act, 2013.</p> <p>7. A certificate from a Chartered Accountant certifying that: (a) borrowing or securing the issue of Debentures under the Transaction Documents would not cause any borrowing or similar limit (including the limit specified under the shareholders resolution of the Company passed in accordance with Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013.binding on the Company to be exceeded.</p> <p>8. The Company shall have appointed the Debentures Trustee. All Expenses incurred / to be incurred for the appointment of the Debenture Trustee and the performance by the Debenture Trustee of its obligations undertaken in terms of this Deed shall be borne by the Company.</p> <p>9. No Event of Default shall have occurred and is continuing under any of the Transaction Documents.</p>

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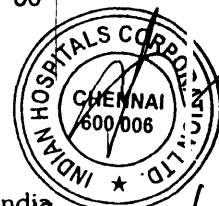
Indian Hospitals Corporation Limited

S. No.	HEADS OF TERMS	PARTICULARS
		<p>10. There is, in the opinion of the Debenture Trustee, 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.</p> <p>11. In respect of the repayment of the Principal Amount and the Cash Coupon payable on the Final Settlement Date by the Company to the Debenture Holders, the Company has issued postdated cheques for each of such payments in favour of the Debenture Trustee.</p> <p>12. The security providers shall have delivered to the Debenture Trustee the duly executed documents including without limitation the share pledge agreement, debenture trustee agreement, the necessary powers of attorney and all such other documents as may be required to create and perfect the Share Pledge in favour of the debenture trustee in accordance with the share pledge agreement.</p> <p>13. The Company shall have delivered to the Debenture Trustee each of the no-objection certificates, from its existing lenders, as may be required, in the opinion of the Debenture Trustee, for the purposes of issuing the Debenture or for the purposes of creation of any security in relation thereto.</p> <p>14. Confirmation from the Debenture Trustee that the pledge has been created by each Pledgor pursuant to the Share Pledge Agreement.</p>
39.	Conditions Subsequent	<p>1. Necessary resolutions for amendment of the articles of association of the Company and the amended articles of association.</p> <p>2. Certified true copy of the updated Register of Debenture Holders and the updated Register of Beneficial Holders of the Company.</p> <p>3. Execution of the debenture trust deed within 30 (Thirty) days from the Allotment Date.</p>

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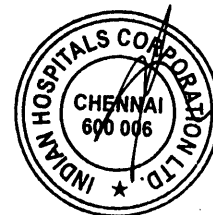
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17/18

Indian Hospitals Corporation Limited

S. NO.	SCHEDULE OF TERMS	PARTICULARS
		<p>4. Evidence of establishment of the Designated Account within 60 (Sixty) days from the Allotment Date.</p> <p>5. Execution of Memorandum of Hypothecation within 60 (Sixty) days from the Allotment Date.</p> <p>6. Notice to be given to the Relevant Bank in relation to the charge created on the Designated Account, in the format set out under the Memorandum of Hypothecation</p> <p>7. Evidence that Form 10 / Form CHG 9, as the case may be, has been filed by the Company with the Registrar of Companies in respect of the mortgage of Immoveable Property and Memorandum of Hypothecation within a maximum period of 15 (Fifteen) days from the date of execution of this Deed and the Memorandum of Hypothecation, as the case may be.</p> <p>8. Certificate of charge for or in respect of the Security Interest from the Registrar of Companies.</p>



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18/18

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : G86205259

Service Request Date : 03/05/2018

Payment made into : HDFC Bank

Received From :

Name : MK ASSOCIATES
Address : 51 TEACHERS COLONY
FOURTH LAYOUT KOLATHUR
CHENNAI, Tamil Nadu
IN - 600099

Entity on whose behalf money is paid

CIN: U85110TN2006PLC061114
Name : INDIAN HOSPITALS CORPORATION LIMITED
Address : NO 19 BISHOP GARDEN
RAJA ANNAMALAI PURAM
CHENNAI, Tamil Nadu
India - 600028

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form PAS-3	Normal	600.00
Total		600.00

Mode of Payment: Internet Banking - HDFC Bank

Received Payment Rupees: Six Hundred Only

Note -The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

CERTIFIED TRUE COPY

Page Nos. 1 to 12
For INDIAN HOSPITALS CORPORATION LTD.

S. OBUL REDDY
Director

Page 1 of 1

1/12

FORM NO. PAS-3

[Pursuant to section 39(4) and 42 (9) of the Companies Act, 2013 and rule 12 and 14 Companies (Prospectus and Allotment of Securities) Rules, 2014]



Return of Allotment

Form language ☒ English ☐ Hindi

Refer the instruction kit for filing the form.

1.(a) *Corporate Identity Number (CIN) of company

U85110TN2006PLC061114

Pre-fill

(b) Global Location Number (GLN) of Company

2.(a) Name of the company

INDIAN HOSPITALS CORPORATION LIMITED

(b) Address of the Registered office of the company

NO 19 BISHOP GARDEN
RAJA ANNAMALAI PURAM
CHENNAI
Tamil Nadu
600028
India

(c) *Email Id of the company

obulreddy@vsnl.net

3. Securities allotted payable in cash

*Number of allotments

1

1 (i)* Date of allotment

25/04/2018

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input checked="" type="checkbox"/> Debentures
Brief particulars of terms and conditions				Rated Secured Redeemable Non Convertible
Number of securities allotted				3,800
Nominal amount per security (in Rs.)				1000000.00
Total nominal amount (in Rs.)				3,800,000,000
Amount paid per security on application (excluding premium) (in Rs.)				1000000.00
Total amount paid on application (excluding premium) (in Rs.)				3,800,000,000
Amount due and payable on per security on allotment(excluding premium) (in Rs.)				0.00
Total amount paid on allotment (excluding premium) (in Rs.)				0.00
Premium amount per security due and payable (if any) (in Rs.)				0.00
Total premium amount due and payable (if any) (in Rs.)				0.00
Premium amount paid per security (if any)				0.00
Total premium amount paid (if any) (in Rs.)				0.00
Amount of discount per security (if any) (in Rs.)				0.00
Total discount amount (if any) (in Rs.)				0.00
Amount to be paid on calls per security (if any) (excluding premium) (in Rs.)				0.00
Total amount to be paid on calls (if any) (excluding premium) (in Rs.)				0.00

2/12

4. Securities allotted for consideration other than cash

* Number of allotments

(i)* Date of allotment

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input type="checkbox"/> Debentures
Number of securities allotted				
Nominal amount per security (in Rs.)				
Total nominal amount (in Rs.)				
Amount to be treated as paid up on each security (in Rs.)				
Premium amount per security (if any) (in Rs.)				
Total premium amount (if any) (in Rs.)				
Amount of discount per security (if any) (in Rs.)				
Total discount amount (if any) (in Rs.)				

(iv)* Details of consideration

Consideration for which such securities have been allotted	Description of the consideration	Value (amount in Rs.)
(a) Property and assets acquired		
(b) Goodwill		
(c) Services (give nature of services)		
(d) Conversion of Debentures		
(e) Conversion of Loans		
(f) Other items (to be specified)		

(v)* Whether an agreement or contract is executed in writing for allotting securities for consideration other than cash

(if yes, attach a copy of such agreement or contract). ☐ Yes ☐ No

(vi) Whether valuation report of the Valuated person has been obtained.

☐ Yes ☐ No

3/12

5. Bonus shares issued

(a) Date of allotment	<input type="text"/>	(DD/MM/YYYY)
(b) Number of bonus shares	<input type="text"/>	
(c) Nominal amount per share (in Rs.)	<input type="text"/>	
(d) Amount to be treated as paid up per share (in Rs.)	<input type="text"/>	
(e) * Date of passing shareholders' resolution	<input type="text"/>	(DD/MM/YYYY)
(f) * SRN of Form No MGT-14	<input type="text"/>	

6. In respect of private placement

(a) Category to whom allotment is made:

- ☐ Existing shareholders
☐ Employee
☐ Directors
☐ Qualified Institutional Buyers
☒ Others

(b) Declaration that in respect of preferential allotment or private placement the company has:

- ☒ allotted securities to less than two hundred persons in aggregate in a financial year excluding exempted categories;
☒ not allotted securities with an application size of less than twenty thousand per person;
☒ offered such securities through private placement offer letter and no prospectus or any other public advertisement has been issued for the same;
☒ completed allotment in respect of earlier private placement offers;
☒ received money payable on subscription of such securities through cheque or demand draft or other banking channels but not in cash;
☒ made such offers only to the persons whose names were recorded by the company prior to such invitation and such persons have received such offer by name;
☒ Maintained a complete record of such offers and acceptances in Form No. PAS-5.

7.* Capital structure of the company after taking into consideration the above allotment(s) of shares:

Particulars	Authorized capital of the company	Issued capital of the company	Subscribed capital	Paid up capital
Number of equity shares	5,000,000	2,850,000	2,850,000	2,850,000
Nominal amount per equity share	10	10	10	10
Total amount of equity shares	50,000,000.00	28,500,000.00	28,500,000.00	28,500,000.00
Number of preference shares	14,700,000	14,700,000	14,700,000	14,700,000
Nominal value per preference share	10	10	10	10
Total amount of preference shares	147,000,000.00	147,000,000.00	147,000,000.00	147,000,000.00
Unclassified shares				
Total amount of unclassified shares (in Rs.)				
Total	197,000,000.00	175,500,000.00	175,500,000.00	175,500,000.00

4/12

8.* Debt Structure of the company after taking into consideration the above allotment(s) of debentures/ other security:

Particulars	Total number of securities	Nominal value per unit of security	Total amount
Debentures	3,800	1000000	3,800,000,000
Secured loans			500,000,000
Others, specify	0	0	0

9.* Whether complete list of allottees has been enclosed as an attachment.

☒ Yes ☐ No

In case No, then submit the details of all the allottees in a CD separately.

Attachments

List of attachments

1.* List of allottees. Attach separate list for each allotment (refer instruction kit for format). If not attached, then it shall be submitted separately in a CD.

Attach

2.* Copy of Board or shareholders' resolution.

Attach

List of Allottee.pdf
Allotment Board Resolution.pdf
Form PAS-5.pdf

6. Complete record of private placement offers and acceptances in Form PAS-5.

Attach

Remove attachment

7. Optional attachment(s), if any.

Attach

Declaration

I am authorized by the Board of Directors of the Company vide resolution no * dated * to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that:

1. All the required attachments have been completely, correctly and legibly attached to this form.
2. The list of allottees is correct and complete as per records of the company.
3. Where the securities are issued other than cash, the contract as well as list of allottees and any other contract of sale, or a contract for services or other consideration in respect of which that allotment is made is attached herewith. If not, then an attachment has been attached by the company mentioning all the particulars of the contract in writing.

*** To be digitally signed by**

* Designation

S
OBUL
REDDY

* Director identification number of the director; OR
DIN or PAN of the manager or CEO or CFO; or
Membership number of the Company Secretary

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- ii. All the required attachments have been completely and legibly attached to this form.

*** To be digitally signed by**

RANGAS
WAMY
SUNDAR

* ☒ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or
☐ Company secretary (in whole-time practice)

* Whether associate or fellow ☐ Associate ☒ Fellow

* Membership number

* Certificate of practice number

Note: Attention is drawn to provisions of Section 448 of the Companies Act, 2013 which provide for punishment for false statement and certification.

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

6/12

Indian Hospitals Corporation Limited

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS (THE "BOARD") OF INDIAN HOSPITALS CORPORATION LIMITED (THE "COMPANY") HELD ON APRIL 25, 2018 AT REGISTERED OFFICE 19, BISHOP GARDENS, RAJA ANNAMALAIPURAM, CHENNAI 600028

The Chairman has informed the Board that, pursuant to the Board resolution passed at the meeting of the Board of Directors of the Company on April 20, 2018, the Company has requested certain identified investors to subscribe to 3,800 (Three Thousand Eight Hundred) rated redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, for cash, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) ("**Debentures**").

The following investors, being ICICI Prudential Regular Savings Fund, being a mutual fund managed by ICICI Prudential Asset Management Company Limited, have submitted an application form for subscribing to the Debentures and the Company is now desirous of allotting the said Debentures to ICICI Prudential Regular Savings Fund.

After the detailed discussion, the following resolutions were passed in this regard:

***RESOLVED THAT** 3,800 (Three Thousand Eight Hundred only) rated redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, for cash, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) be allotted to ICICI Prudential Regular Savings Fund.

RESOLVED FURTHER THAT the Company be and is hereby authorised to insert the names of the aforementioned allottees in the Register of Debenture Holders of the Company to be maintained by the Company, as the holders of the Debentures and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorized to enter the name of the said holders in the Register of Debenture Holders of the Company.

RESOLVED FURTHER THAT Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorized to do all other acts, deeds and things in connection with the issuance and allotment of the Debentures, including without limitation the issue and delivery of letters of allotment, issuing debenture certificate(s), paying stamp duty on the debenture certificate(s), filing return of allotment with the Registrar of Companies and liaising with the National Securities Depository Limited and / or the Central Depository Services (India) Limited, and to do all other acts, deeds and things which may be necessary or expedient to implement any or all of the resolutions.

RESOLVED FURTHER THAT the drafts of the letters of allotment placed before the meeting and initialled by the Chairman for identification be and is hereby approved and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorised to issue the said letters of allotment.

RESOLVED FURTHER THAT the Debentures be credited to the demat accounts of the allottees through corporate action with the National Securities Depository Limited or the Central Depository Services (India) Limited.



Regd. Office : # 19, Bishop Garden, Raja Annamalaipuram, Chennai - 600 028.
Admin. Office : G-Block, IIIrd Floor, "Ali Towers", # 55, Greams Road, Chennai - 600 006. India.
Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114

7/12

Indian Hospitals Corporation Limited

RESOLVED FURTHER THAT the Common Seal of the Company be affixed to any of the documents to be executed by the Company in relation to the allotment, including the debenture certificates to be issued, if required, in the presence of any Director of the Company who shall sign the same in token thereof and Mrs. Preetha Reddy, Mrs. Suneeta Reddy, Mr. S Obul Reddy, Mr. V Subramanian and Mr. S Srikanth, Authorised Representatives of the Company, be and are hereby jointly or severally authorised to countersign such document, in terms of the Articles of Association of the Company.

RESOLVED FURTHER THAT the aforesaid resolutions shall come into force with immediate effect."

// Certified True Copy //

For INDIAN HOSPITALS CORPORATION LIMITED,


S O B U L R E D D Y
DIRECTOR



Indian Hospitals Corporation Limited

Letter of Allotment

April 25, 2018

Allotment Letter Number 1

ICICI Prudential Regular Savings Fund
SBI-SG Global Securities Services Pvt Ltd
Jeevan Seva Extension Building
Ground Floor, S V Road, Santacruz (W)
Mumbai – 400 054
Kind Attn: Vice President

Dear Sir,

Sub: Allotment of 3800 (Three Thousand Eight Hundred) rated secured redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) issued by the Indian Hospitals Corporation Limited ("Company")

This has reference to your application dated April 25, 2018 for subscribing to 3800 (Three Thousand Eight Hundred) rated secured redeemable non-convertible debentures, of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, aggregating upto Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only) issued by the Company.

Accordingly, pursuant to: (i) the applicable provisions of the Companies Act, 2013, Companies Act, 1956; (ii) the Articles of Association of the Company; (iii) the authority granted by the Board of Directors *vide* resolution passed on April 25, 2018 (certified true copy of the resolution enclosed herewith); and (iv) the terms set out in the Disclosure Document dated April 24, 2018, the Company hereby, in consideration of you making a payment of Rs. 380,00,00,000/- (Rupees Three Hundred and Eighty Crores only), allots 3800 (Three Thousand Eight Hundred) rated secured redeemable non-convertible debentures of the Company to you.

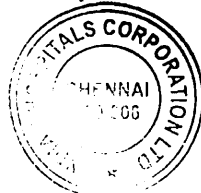
You are requested to quote the Letter of Allotment No.1 in all your future correspondence.

Thanking you,

Yours Faithfully,

For Indian Hospitals Corporation Limited


S Obul Reddy
Director



Regd. Office : # 19, Bishop Garden, Raja Annamalaipuram, Chennai - 600 028.
Admin. Office : G-Block, IIIrd Floor, "Ali Towers", # 55, Greaves Road, Chennai - 600 006. India.
Phone : 91 44 2829 1696, 2829 2357 Fax : 91 44 2829 2664 CIN : U85110TN2006PLC061114

9/12

Form PAS-5

(Section 42(7) and Rule 14(3) of Companies (Prospectus and Allotment of Securities) Rules, 2014)

Record of a private placement offer to be kept by the company

Name of the Company: **Indian Hospitals Corporation Limited**

Registered Office of the company: **No 19 Bishop Garden Raja Annamalai Puram,**

Chennai 600028

CIN: U85110TN2006PLC061114

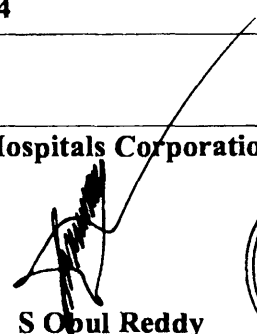

DETAILS OF PRIVATE PLACEMENT OFFER:

Date when approval of the relevant authority (board or the shareholders, as the case may be) obtained for the current Private placement Offer Letter:- **20.04.2018**

Amount of the Offer: **Rs.380 crores**

Date of circulation of private placement offer letter: **24.04.2018**

Following details of the persons to whom private placement offer letter has been circulated:-

Name	M/s. ICICI Prudential Regular Savings Fund
Father's Name	---
Complete Address including Flat/House Number, Street, Locality, Pin Code	SBI-SG Global Securities Services Pvt Ltd Jeevan Seva Extension Building Ground Floor, S V Road, Santacruz (W) Mumbai - 400 054
Phone Number, if any	022 - 26105914
Email id, if any	---
Initial of the Officer of the company designated to keep the Record	For Indian Hospitals Corporation Limited  S Obul Reddy Director DIN - 00027829 

10/12

LIST OF ALLOTTEES

Table A

Name of the company	Indian Hospitals Corporation Limited
Date of allotment	25/04/2018
Type of securities allotted	Rated Secured Redeemable Non-convertible Debentures
Nominal Amount per security (in Rs.)	10,00,000/-
Premium/ (Discount) amount per security (in Rs.)	Nil
Total number of allottees	1 (One)
Brief particulars in respect of terms and condition,voting rights etc.	Detailed in the Board resolution enclosed.



Table B (List of allottees, applicable in case of allotment of securities payable in cash)

S. No.	Name & occupation of Allottee	Address of Allottee	Nationality of the Allottee	Number of debentures allotted	Total amount paid (including premium) (in Rs.)	Total amount to be paid on calls (including premium) outstanding (in Rs.)
1	2	3	4	5	6	7
1	ICIC Prudential Regular Savings Fund Business – Mutual Fund Services	SBI –SG Global Securities Services Pvt Ltd Jeevan Seva Extension Building, Ground Floor, S V Road, Santacruz (W) Mumbai 400054	Indian	3800	380,00,00,000	Nil

//CERTIFIED TRUE COPY//

For INDIAN HOSPITALS CORPORATION LIMITED

S OBU REDDY
DIRECTOR



