

TERMS AND CONDITIONS OF THE BONDS

Status

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

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

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

Date of Allotment

In case interest on Application Money is applicable (as indicated on Page 1 of the application form), the allotment date for the bonds shall be the Date of Allotment indicated on Page 1 or the date of realization of cheque(s)/draft(s) whichever is later. In case interest on Application Money is not applicable (as indicated on Page 1 of the application form), the allotment date for the bonds shall be the date of realization of cheque(s)/draft(s). All benefits relating to the Bond(s) will be available to the holders of the Bond ("Bondholder(s)") from the Date of Allotment.

Interest on bonds

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

Interest on Application Money

In case interest on application money is applicable (as indicated on Page 1 of the application form) and the Date of Allotment is later than the date of realization of cheque(s)/draft(s), interest on application money will be paid from the date of realization of cheque(s)/draft(s) till the Date of Allotment (excluding the Date of Allotment) at the same rate as the coupon mentioned in Page 1 of the application form. This interest on application money is payable on the First Interest Payment Date. In case the payment of interest on application money to a payee in the aggregate during the financial year exceeds the maximum amount stipulated for non deduction of tax at source from time to time, under the provisions of the Income-tax Act, 1961 or any statutory modification or re-enactment thereof, tax shall be deducted at source at the rates prevailing from time to time, under the provisions of the Income Tax Act, 1961 or any statutory or re-enactment thereof. To ensure lower or non-deduction of tax at source, as the case may be, the bondholder should furnish either (a) an evidence for total exemption from tax or, (b) a declaration (in duplicate) in the prescribed form i.e. Form 15H which can be furnished by all bondholders (other than companies and firms), or (c) a certificate, from the Assessing Officer of the bondholders, in the prescribed form i.e. Form 15AA, which can be obtained by all bondholders (including Companies and Firms).

Interest Payment Dates

Interest will be payable (Quarterly or Semi-Annually or Annually as indicated on Page 1 of the application form) on the Interest Payment Dates indicated on Page 1 of the application form

("Interest Payment Dates"). The first interest payment will be made on the First Interest Payment Date indicated on Page 1 of the application form and the last interest payment shall be made on redemption of the Bond(s). Payment of interest will be made as per the terms mentioned under 'Interest on Bonds' herein above.

Payment of Interest

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

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

Procedure for Redemption by Bondholder(s)

The Bond(s) Certificate(s), duly discharged by the Sole/all joint-holders (signed on the reverse of the Bond(s)/Certificate(s)) to be surrendered for redemption on maturity or on exercise of put/call option should be sent by the Bondholder(s) by Registered Post with Acknowledgment Due or by hand delivery to the Company/Registrars or to such persons at such addresses as may be notified by the Company from time to time.

Put Option

Put Option if applicable shall mean an option that grants the Bondholder, the right (but not the obligation) to redeem the Bonds at par on the Option Exercise Dates indicated on Page 1 of the application form ("Relevant Dates"). However, such option shall not be exercisable before the expiry of one year from the date of allotment of the bonds.

Procedure for exercising the put option.

Bondholder(s) desirous of exercising the Put Option on the respective Relevant Dates should submit their requests in writing to Registrars or to such persons at such addresses as may be notified by ICICI from time to time, along with the Bond Certificate(s) duly discharged by Sole/all the joint-holder(s) (signed on the reverse of the Bond Certificate(s), not less than 30 days in writing before the Relevant Date. The Bondholder will be entitled to receive the applicable Deemed Face Value only if the request is received in writing along with the Bond Certificate duly discharged within the specified time aforesaid. The payment on the exercise of the Put Option will be in the same manner as in case of Payment on Redemption as described herein below.

Call Option

Call Option if applicable shall mean an option that grants ICICI, the right (but not the obligation) to redeem the Bonds at par on the Option Exercise Dates indicated on Page 1 of the application form ("Relevant Dates"). However, such option shall not be exercisable before the expiry of one year from the date of allotment of the bonds

Procedure for exercising the call option

If ICICI is desirous of exercising the Call Option on the respective Relevant Dates, ICICI will give a notice of the same in writing not less than 30 days before the Relevant Date to the investor. The payment on the exercise of the Call Option will be in the same manner as in case of Payment on Redemption as described herein below.

Payment on Redemption

Payment on redemption of the Bond(s) will be made to those bondholder(s) whose name appear in the register of bondholders (or to first holder in case of joint holders) as on record date / book closure date to be fixed by the Company for this purpose from time to time. The payment will be made by way of cheque/pay order, only on the surrender of the Bond(s)/Certificate(s), duly discharged by the Sole/all the joint holders (signed on the reverse of the Bond(s)/Certificate(s)). The Company's liability to such Bondholder(s) towards all their rights including for payment or otherwise shall stand extinguished from the due date of redemption in all events and on the Company despatching the redemption amount to the Bondholder(s). Further, the Company will not be liable to pay any interest, income or compensation of any kind from the date of such redemption of the Bonds. However, in case the principal payment falls due on a Bank Holiday, the payment will be made on the next working day with interest at the