

February 14, 2025

Ref. No.: HDFC Life/CA/2024-25/136

**Listing Department National Stock Exchange of India Limited** 

Exchange Plaza, Plot No C/1, Block G, Bandra-Kurla Complex, Bandra (East),

Mumbai- 400 051

**NSE Symbol: HDFCLIFE** 

**Listing Department BSE Limited** Sir PJ Towers, Dalal Street, Fort.

Mumbai - 400 001

BSE Security Code: 540777

Dear Sir/ Madam,

Sub: Intimation of Allotment of 1,00,000 (One lakh) unsecured, rated, listed, redeemable, fully paid-up, non-cumulative, non-convertible debentures in the nature of subordinated debt instrument

Pursuant to Regulation 30 and other applicable regulations of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform that the Capital Raising Committee ("CRC") of the Board vide its resolution dated February 14, 2025, in terms of and under the General Information Document ("GID") dated September 28, 2024 and Key Information Document dated February 11, 2025, ("KID") (collectively, "Disclosure Documents"), allotted 1,00,000 (One lakh) unsecured, rated, listed, subordinated, redeemable, fully paid-up, noncumulative, non-convertible debentures, each having a face value of ₹ 1,00,000/- (Rupees one lakh only) ("Debentures"), for an aggregate nominal value of ₹1,000,00,00,000/- (Rupees one thousand crore only) for cash, in dematerialised form, on private placement basis to the identified parties as per the details given below:

Particulars	Terms
Nature of	1,00,000 (One lakh) unsecured, rated, listed, subordinated, redeemable, fully
Debentures	paid-up, non-cumulative, non-convertible debentures in terms of Insurance
	Regulatory and Development Authority of India (Registration, Capital Structure,
	Transfer of Shares and Amalgamation of Insurers) Regulations, 2024.
Security if, any,	The Debentures proposed to be issued shall neither be secured nor covered by a
created over	guarantee of the Company or other arrangements that legally or economically
the assets	enhance the seniority of the claims as against the claims of the Company's
	policyholders and all other creditors.
Deemed Date	February 14, 2025
of Allotment	
Issue Size	₹ 1,000,00,00,000/- (Rupees one thousand crore only)
Listing	The Debentures shall be listed on the WDM segment of the
	National Stock Exchange of India Limited.
Face Value/	₹ 1,00,000 (Rupees one lakh only)
Issue Price	
Tenure	10 (Ten) years from the deemed date of allotment of the Debentures, subject to
	the exercise of any Call Option by the Company
Redemption	February 14, 2035, being 10 (Ten) years from the deemed date of Allotment,
Date/	subject to the exercise of any Call Option by the Issuer
Maturity Date*	

**HDFC Life Insurance Company Limited** 

www.hdfclife.com





Redemption Premium/ Discount  Rating		
Discount Rating  ICRA Limited - "ICRA AAA (Stable)"  CARE Ratings Limited - "CARE AAA (Stable)"  Redemption Amount  At par (₹ 1,00,000/- per Debenture) along with the Coupon payable on the Redemption Date  Fixed 8.10% per annum  Fixed 8.10% per annum  Fixed 8.10% per annum  Fixed 8.10% per annum  Coupon Type and Rate  Coupon Interest and principal  At par (₹ 1,00,000/- per Debenture) along with the Coupon payable on the Redemption Date  Forumy 14 of every year until Maturity Date, starting from February, 2026 (Subject to Business Day Convention, as specified under the Disclosure Documents).  Principal Payment: Subject to the applicable law and the provisions of the transaction documents in relation to the Debentures, and also subject to the exercise of call option by the Company, principal of an amount of Rs. 1,00,000/- (Rupees one lakh only) per Debenture will be paid on the date falling at the expiry of 10 (Ten) years from the date of allotment of the Debentures, i.e. February 14 , 2035.  Special right/ interest/ principal amount for a period of more than three months from the due date or default in payment of interest/ principal  Details of any letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due dates, or letter or comments regarding payment/ non-payment of interest, principal on due to the payment of interest, principal on due to the payment of interest, princi	Redemption	Not Applicable
Rating   ICRA Limited - "ICRA AAA (Stable)"   CARE Ratings Limited - "CARE AAA (Stable)"   At par (\$1,00,000/-) per Debenture) along with the Coupon payable on the Redemption Date   Fixed 8.10% per annum   Fixed 8.10% payable annually on per annum   Fixed 8.10% payable annually on per betweets of call option by the Company, coupon shall be payable annually on peruangly 14 of every year until Maturity Date, starting from February, 2026 (Subject to Business Day Convention, as specified under the Disclosure Documents)    Principal Payment: Subject to the applicable law and the provisions of the transaction documents in relation to the Debentures, and also subject to the exercise of call option by the Company, principal of an amount of Rs. 1,00,000/- (Rupees one lakh only) per Debenture will be paid on the date falling at the expiry of 10 (Ten) years from the date of allotment of the Debentures, i.e. February 14, 2035.  Not Applicable   Fixed 8.10% per annum   Fixed 8.10% payable annually on the date falling at the expiry of 10 (Ten) years from the date of allotment of the Debentures, i.e. February 14, 2035.  Not Applicable   Fixed 8.10% payable annually on the date falling at the expiry of	Premium/	
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principal on due dates, or		
due dates, or	1	
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HDFC Life Insurance Company Limited







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matter	
concerning the	
security and/	
or the assets	
along with its	
comments	
thereon, if any	
Details of	Redeemable on maturity
redemption of	
<del>preference</del>	
<del>shares</del>	
indicating the	
<del>manner of</del>	
redemption	
<del>(whether out</del>	
<del>of profits or</del>	
<del>out of fresh</del>	
<del>issue) and</del>	
debentures	
Any	Not Applicable
cancellation or	
termination of	
proposal for	
issuance of	
securities	
including	
reasons	
thereof	

This is for your information and appropriate dissemination.

Thanking you,

For HDFC Life Insurance Company Limited

Narendra Gangan General Counsel, Chief Compliance Officer & Company Secretary



+91 22 6751 6666

**1860-267-9999 | 022-68446530** 

<sup>\*</sup>All payments shall be subject to business day convention (as specified under the Disclosure Documents).