

RELIANCE GENERAL INSURANCE COMPANY LIMITED

CIN: U66603MH2000PLC128300

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ADDENDUM TO THE NOTICE OF THE 25th ANNUAL GENERAL MEETING

Addendum to the Notice of the 25th (Twenty-Fifth) Annual General Meeting (“AGM”) of the members of Reliance General Insurance Company Limited (“Company”) scheduled to be held on **Friday, September 12, 2025 at 11.00 a.m. IST** through Video Conferencing (“VC”)/ Other Audio-Visual Means (“OAVM”).

The Company had circulated the Notice of the 25th AGM dated August 19, 2025 (“Original Notice”) to the members electronically on August 21, 2025, setting out the businesses to be transacted at the AGM.

By way of this addendum, the following additional businesses are proposed for the consideration and approval of the members and this addendum shall be deemed to be an integral part of the Original Notice.

SPECIAL BUSINESSES:

ITEM NO. 8

To note the obligations of the Company and to consider and approve draft Share Pledge Agreement and the amendments to the Articles of Association of the Company pursuant to the Debenture Trust Deed executed between Catalyst Trusteeship Limited and Reliance Capital Limited

To consider, and if thought fit, to pass with or without modification, the following Resolution as a **Special Resolution:**

“RESOLVED THAT in accordance with the obligations of Reliance Capital Limited (“RCAP”) under the Debenture Trust Deed dated March 9, 2025, entered into between Catalyst Trusteeship Limited (the “RCAP Debenture Trustee”) and RCAP (“RCAP Debenture Trust Deed”), in respect of the secured, senior, redeemable, unlisted, zero coupon, rated, non-convertible debentures aggregating to Rs. 43,00,00,00,000 (Indian Rupees Four Thousand Three Hundred Crores Only), having a face value of Rs. 1,00,00,000 (Indian Rupees One Crore

Only) each (“Debentures”), and as approved by the Board of Directors of the Company (“Board”), the Shareholders of the Company hereby take note of and approve the appointment/re-appointment of the RGICL Nominee Director on the Board of the Company in accordance with the terms of the RCAP Debenture Trust Deed.

RESOLVED FURTHER THAT such appointment shall be made pursuant to the terms of the RCAP Debenture Trust Deed and provisions of Sections 149 and 161(3) of the Companies Act, 2013 (“Act”) read with the Companies (Appointment and Qualifications of Directors) Rules, 2014 and other applicable provisions whether contained in the Act or rules thereunder or otherwise in the memorandum and articles of association of the Company (including any statutory modification or re-enactment, notifications, regulations, rules, guidelines, if any, for the time being in force) and the Shareholders of the Company hereby confirm and acknowledge that upon the occurrence of an Event of Default (*as defined under the RCAP Debenture Trust Deed*) (“Event of Default”), which is subsisting and upon the RCAP Debenture Trustee issuing a written notice to the Company (“RGICL Director Appointment Effective Notice”), the person nominated by the RCAP Debenture Trustee (“RGICL Nominee Director”, which expression shall include any other person so nominated by the RCAP Debenture Trustee from time to time), shall automatically be appointed as a non-executive director on the Board of the Company, which appointment will automatically take effect from the date of the RGICL Director Appointment Effective Notice (“RGICL Director Appointment Effective Date”), without any further action or step to be taken by the Company, the Board or each of its shareholders.

RESOLVED FURTHER THAT where the RGICL Nominee Director has been appointed on the board of directors of the Company by the RGICL Director Appointment Date pursuant to occurrence of an Event of Default for the first time, such RGICL Nominee Director will cease to be a nominee director on the board of directors of the Company only if:

- (i) such Event of Default has been cured to the satisfaction of the RCAP Debenture Trustee or waived by the RCAP Debenture Trustee in writing (acting on Approved Instructions (as defined under the RCAP Debenture Trust Deed)); and
- (ii) no other Event of Default has occurred for a period of 6 (six) Months from the date on which the first Event of Default has been cured to the satisfaction of the RCAP Debenture Trustee or waived by the RCAP Debenture Trustee in writing (acting on Approved Instructions (as defined under the RCAP Debenture Trust Deed) in accordance with paragraph (i) above.

RESOLVED FURTHER THAT if a subsequent Event of Default has occurred after the RGICL Nominee Director has ceased to be a nominee director on the Board of the Company

as stated above, then the RGICL Nominee Director shall be automatically re-appointed on the Board of the Company as a nominee director on the date on which such subsequent Event of Default has occurred, without the requirement of undertaking any further action on the part of the Company, the shareholders of the Company and the Board. Thereafter, the RGICL Nominee Director shall continue to be a nominee director on the Board of the Company until the Final Settlement Date, notwithstanding that such Event of Default may be cured to the satisfaction of the RCAP Debenture Trustee or waived by the RCAP Debenture Trustee. If, for the purposes of such re-appointment, the Company is required to make any filings or pass any resolutions in terms of the Act or under any other applicable law, then the Company is authorised to take all such steps and actions required for conducting the board as well as shareholder meeting of the Company and make all such filings and pass all such resolutions, and vote in such manner in such meetings in order to give effect to such re-appointment.

RESOLVED FURTHER THAT in the event an Event of Default has occurred and is subsisting, and an application for change of control/shareholding is not made to the Reserve Bank of India (RBI), Insurance Regulatory and Development Authority of India (IRDAI) or any other governmental authority within seven (7) days of such Event of Default, the Shareholders of the Company hereby acknowledge and authorise the RGICL Nominee Director to independently make such application to the RBI, IRDAI or any other Governmental Authority in accordance with applicable law or take any other related steps or actions as may be required by the RCAP Debenture Trustee, including obtaining all such approvals from any third party as may be required or executing all such documents, deeds and filings as may be required in connection with such a ‘change of control/shareholding’ of the Company.

RESOLVED FURTHER THAT the consent of the Shareholders of the Company be and is hereby accorded for the amendment of the Articles of Association of the Company (“AOA”) to incorporate and entrench the rights and obligations, *inter-alia*, relating to:

- The appointment and re-appointment of the RGICL Nominee Director;
- The powers and authority of the RGICL Nominee Director;
- The rights of the RCAP Debenture Trustee under the RGICL Share Pledge Agreement to take all necessary steps, including calling Board meetings, for appointing such Nominee Director;
- A clause stipulating that the above provisions cannot be amended or modified without the prior written consent of the RCAP Debenture Trustee.

RESOLVED FURTHER THAT pursuant to the provisions of Sections 5, 14 and all other applicable provisions of the Companies Act, 2013 read with Companies (Incorporation) Rules, 2014 made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), all other applicable laws, the draft amended Articles of Association, as approved by the Board and circulated to the members be and are hereby approved.

RESOLVED FURTHER THAT the shareholders of the Company hereby take note that pursuant to a share pledge agreement to be entered into amongst RCAP, the Company and the RCAP Debenture Trustee (“Share Pledge Agreement”), RCAP shall create a pledge over the equity shares of the Company held by RCAP aggregating to 0.99% (zero point nine nine per cent) of the issued and paid up share capital of the Company along with voting rights (on a fully diluted basis) (“Pledged Shares”), in favour of the RCAP Debenture Trustee, as security for the obligations of RCAP under the RCAP Debenture Trust Deed.

RESOLVED FURTHER THAT the draft of the Share Pledge Agreement as approved by the Board and circulated to the members be and is hereby approved.

RESOLVED FURTHER THAT the Shareholders of the Company hereby take note that the RGICL Share Pledge Agreement shall contain an express confirmation that, upon the occurrence of an Event of Default, and by virtue of the exercise of voting rights and powers set out in the AOA, the RCAP Debenture Trustee shall be empowered to take all necessary actions for the appointment of the RGICL Nominee Director on the Board of the Company, including but not limited to, calling a board meeting for appointing such director.

RESOLVED FURTHER THAT the aforesaid resolutions shall continue to be in force till the redemption of the Debentures or the termination of all agreement(s) and the payment of all monies due to the holders of the Debentures under the said agreement(s) concluded pursuant to the issue and placement of the Debentures, and that the Board shall not amend or modify these resolutions or take any action or pass any resolution to invalidate/ rescind these resolutions without the prior written consent of the RCAP Debenture Trustee and any such action taken or resolution passed shall be invalid and ineffective.

RESOLVED FURTHER THAT unless otherwise defined herein, all capitalised terms used in this resolution shall have the meaning ascribed to them under the RCAP Debenture Trust Deed.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board be and is hereby authorised to do all such acts, deeds, matters and things as it may deem necessary, desirable or expedient, including without limitation, issuing clarifications, resolving all questions of doubt, and to authorize all such persons as may be necessary, in connection therewith and incidental thereto as the Board in its absolute discretion may deem appropriate, without being required to seek any fresh approval of the Members and to settle all questions, difficulties or doubts that may arise in this regard, take all other steps which may be incidental, consequential, relevant or ancillary in this connection and to effect any modification to the foregoing and the decision of the Board shall be final and conclusive.

RESOLVED FURTHER THAT the Board be and is hereby authorised to delegate all or any of the powers herein conferred to any Director(s), Committee(s), Executive(s), officer(s) or representatives(s) of the Company or to any other person to do all such acts, deeds, matters and things and to execute such documents, writings etc. as may be necessary to give effect to this resolution.”

ITEM NO. 9

To note the obligations of the Company and to consider and approve draft Share Pledge Agreement and the amendments to the Articles of Association of the Company pursuant to the Debenture Trust Deed executed between Catalyst Trusteeship Limited and Cyqure India Private Limited

To consider, and if thought fit, to pass with or without modification(s), the following Resolution as a **Special Resolution**:

“RESOLVED THAT in accordance with the obligations of Cyqure India Private Limited (“CIPL”) under the Debenture Trust Deed dated September 14, 2024, entered into between Catalyst Trusteeship Limited (the “CIPL Debenture Trustee”) and CIPL (“CIPL Debenture Trust Deed”), in respect of the zero coupon, secured, listed, rated, redeemable and non-convertible with an initial face value of INR 1,00,000 (Indian Rupees One Lakh Only) each and aggregating up to INR 3000,00,00,000 (Indian Rupees Three Thousand Crores) issued by CIPL (“Debentures”), and as approved by the Board of Directors of the Company (“Board”), the Shareholders of the Company hereby take note of and approve the appointment/re-appointment of the RGICL Nominee Director on the Board of the Company in accordance with the terms of the CIPL Debenture Trust Deed.

RESOLVED FURTHER THAT such appointment shall be made pursuant to the terms of the CIPL Debenture Trust Deed and provisions of Sections 149 and 161(3) of the Companies Act, 2013 (“Act”) read with the Companies (Appointment and Qualifications of Directors) Rules, 2014 and other applicable provisions whether contained in the Act or rules thereunder or otherwise in the memorandum and articles of association of the Company (including any statutory modification or re-enactment, notifications, regulations, rules, guidelines, if any, for the time being in force) and the Shareholders of the Company hereby confirm and acknowledge that upon the occurrence of an Event of Default (*as defined under the CIPL Debenture Trust Deed*) (“Event of Default”), which is subsisting and upon the CIPL Debenture Trustee issuing a written notice to the Company (“RGICL Director Appointment Effective Notice”), the person nominated by the CIPL Debenture Trustee (“RGICL Nominee Director”, which expression shall include any other person so nominated by the CIPL Debenture Trustee from time to time),

shall automatically be appointed as a non-executive director on the Board of the Company, which appointment will automatically take effect from the date of the RGICL Director Appointment Effective Notice ("RGICL Director Appointment Effective Date"), without any further action or step to be taken by the Company, the Board or each of its shareholders.

RESOLVED FURTHER THAT where the RGICL Nominee Director has been appointed on the board of directors of the Company by the RGICL Director Appointment Date pursuant to occurrence of an Event of Default for the first time, such RGICL Nominee Director will cease to be a nominee director on the board of directors of the Company only if:

- (iii) such Event of Default has been cured to the satisfaction of the CIPL Debenture Trustee or waived by the CIPL Debenture Trustee in writing (acting on Approved Instructions (as defined under the CIPL Debenture Trust Deed)); and
- (iv) no other Event of Default has occurred for a period of 6 (six) Months from the date on which the first Event of Default has been cured to the satisfaction of the CIPL Debenture Trustee or waived by the CIPL Debenture Trustee in writing (acting on Approved Instructions (as defined under the CIPL Debenture Trust Deed) in accordance with paragraph (i) above.

RESOLVED FURTHER THAT if a subsequent Event of Default has occurred after the RGICL Nominee Director has ceased to be a nominee director on the Board of the Company as stated above, then the RGICL Nominee Director shall be automatically re-appointed on the Board of the Company as a nominee director on the date on which such subsequent Event of Default has occurred, without the requirement of undertaking any further action on the part of the Company, the shareholders of the Company and the Board. Thereafter, the RGICL Nominee Director shall continue to be a nominee director on the Board of the Company until the Final Settlement Date, notwithstanding that such Event of Default may be cured to the satisfaction of the CIPL Debenture Trustee or waived by the CIPL Debenture Trustee. If, for the purposes of such re-appointment, the Company is required to make any filings or pass any resolutions in terms of the Act or under any other applicable law, then the Company is authorised to take all such steps and actions required for conducting the board as well as shareholder meeting of the Company and make all such filings and pass all such resolutions, and vote in such manner in such meetings in order to give effect to such re-appointment.

RESOLVED FURTHER THAT in the event an Event of Default has occurred and is subsisting, and an application for change of control/shareholding is not made to the Reserve Bank of India (RBI), Insurance Regulatory and Development Authority of India (IRDAI) or any other governmental authority within seven (7) days of such Event of Default, the Shareholders of the Company hereby acknowledge and authorise the RGICL Nominee Director

to independently make such application to the RBI, IRDAI or any other Governmental Authority in accordance with applicable law or take any other related steps or actions as may be required by the CIPL Debenture Trustee, including obtaining all such approvals from any third party as may be required or executing all such documents, deeds and filings as may be required in connection with such a 'change of control/shareholding' of the Company.

RESOLVED FURTHER THAT the consent of the Shareholders of the Company be and is hereby accorded for the amendment of the Articles of Association of the Company ("AOA") to incorporate and entrench the rights and obligations, *inter-alia*, relating to:

- The appointment and re-appointment of the RGICL Nominee Director;
- The powers and authority of the RGICL Nominee Director;
- The rights of the CIPL Debenture Trustee under the RGICL Share Pledge Agreement to take all necessary steps, including calling Board meetings, for appointing such Nominee Director;
- A clause stipulating that the above provisions cannot be amended or modified without the prior written consent of the CIPL Debenture Trustee.

RESOLVED FURTHER THAT pursuant to the provisions of Sections 5, 14 and all other applicable provisions of the Companies Act, 2013 read with Companies (Incorporation) Rules, 2014 made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), all other applicable laws, the draft amended Articles of Association, as approved by the Board and circulated to the members be and are hereby approved.

RESOLVED FURTHER THAT the shareholders of the Company hereby take note that pursuant to a share pledge agreement to be entered into amongst Aasia Enterprises LLP (Aasia LLP), the Company and the CIPL Debenture Trustee ("Share Pledge Agreement"), Aasia LLP shall create a pledge over the equity shares of the Company held by Aasia LLP aggregating to 0.4% (zero point four per cent) of the issued and paid up share capital of the Company along with voting rights (on a fully diluted basis) ("Pledged Shares"), in favour of the CIPL Debenture Trustee, as security for the obligations of CIPL under the CIPL Debenture Trust Deed.

RESOLVED FURTHER THAT the draft of the Share Pledge Agreement as approved by the Board and circulated to the members be and is hereby approved.

RESOLVED FURTHER THAT the Shareholders of the Company hereby take note that the RGICL Share Pledge Agreement shall contain an express confirmation that, upon the occurrence of an Event of Default, and by virtue of the exercise of voting rights and powers set out in the AOA, the CIPL Debenture Trustee shall be empowered to take all necessary actions

for the appointment of the RGICL Nominee Director on the Board of the Company, including but not limited to, calling a board meeting for appointing such director.

RESOLVED FURTHER THAT the aforesaid resolutions shall continue to be in force till the redemption of the Debentures or the termination of all agreement(s) and the payment of all monies due to the holders of the Debentures under the said agreement(s) concluded pursuant to the issue and placement of the Debentures, and that the Board shall not amend or modify these resolutions or take any action or pass any resolution to invalidate/ rescind these resolutions without the prior written consent of the CIPL Debenture Trustee and any such action taken or resolution passed shall be invalid and ineffective.

RESOLVED FURTHER THAT unless otherwise defined herein, all capitalised terms used in this resolution shall have the meaning ascribed to them under the CIPL Debenture Trust Deed.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board be and is hereby authorised to do all such acts, deeds, matters and things as it may deem necessary, desirable or expedient, including without limitation, issuing clarifications, resolving all questions of doubt, and to authorize all such persons as may be necessary, in connection therewith and incidental thereto as the Board in its absolute discretion may deem appropriate, without being required to seek any fresh approval of the Members and to settle all questions, difficulties or doubts that may arise in this regard, take all other steps which may be incidental, consequential, relevant or ancillary in this connection and to effect any modification to the foregoing and the decision of the Board shall be final and conclusive.

RESOLVED FURTHER THAT the Board be and is hereby authorised to delegate all or any of the powers herein conferred to any Director(s), Committee(s), Executive(s), officer(s) or representatives(s) of the Company or to any other person to do all such acts, deeds, matters and things and to execute such documents, writings etc. as may be necessary to give effect to this resolution.”

**By Order of the Board of Directors
For Reliance General Insurance Company Limited**

Sd/-

Sushil Sojitra

**Company Secretary & Compliance Officer
(Membership No. A31993)**

Place: Mumbai

Date: September 5, 2025

Notes:

1. The Statement pursuant to Section 102(1) of the Act, in respect of the special business proposed above to be transacted at the ensuing 25th AGM, is annexed hereto and forms part of the Notice.
2. Relevant documents referred to in this Addendum to the Notice are available for inspection by the Members electronically or at the Registered Office of the Company during business hours on all working days till the continuance of the e-voting period.
3. This Addendum to the Notice is available along with the Notice of the 25th AGM on the Company's website at www.reliancegeneral.co.in, website of the Stock Exchange i.e. BSE Limited at www.bseindia.com and on the website of Company's Registrar and Transfer Agent, KFin Technologies Limited at <https://evoting.kfintech.com/>.
4. All the processes, notes and instructions relating to attending AGM through VC/OAVM and e-voting / remote e-voting set out for and applicable for the 25th AGM shall *mutatis-mutandis* apply for the resolutions proposed in this Addendum to the Notice. Furthermore, the Scrutinizers appointed for the 25th AGM will act as Scrutinizers for the Resolutions proposed in this Addendum to the Notice.

Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 and Secretarial Standard-2 issued by the Institute of Company Secretaries of India (ICSI)

ITEM NO. 8

To note the obligations of the Company and to consider and approve draft Share Pledge Agreement and the amendments to the Articles of Association of the Company pursuant to the Debenture Trust Deed executed between Catalyst Trusteeship Limited and Reliance Capital Limited

The Approved Resolution Plan in respect of Reliance Capital Limited (“RCL”) was successfully implemented on March 19, 2025, pursuant to which IIHL BFSI (India) Limited acquired 100% shareholding in RCL.

As part of the implementation of the Resolution Plan, RCL issued Non-Convertible Debentures (“NCDs”) and executed a Debenture Trust Deed with Catalyst Trusteeship Limited (the “RCAP Debenture Trust Deed”), acting as Debenture Trustee (the “RCAP Debenture Trustee”).

In terms of the RCAP Debenture Trust Deed, the Company, being a subsidiary of RCL, is required to adhere to certain obligations, including, obtaining Board approval for the appointment of a Nominee Director nominated by the RCAP Debenture Trustee, entering into a Share Pledge Agreement with RCL and the RCAP Debenture Trustee, and making corresponding amendments to its Articles of Association (“AOA”).

The Board of Directors of the Company (“Board”), at its meeting held on August 14, 2025, noted the obligations of the Company under the RCAP Debenture Trust Deed, including, appointment/re-appointment of the RGICL Nominee Director, creation of Pledge over 0.99% of the Company’s equity shares held by RCAP in favor of the RCAP Debenture Trustee, and amendments to the AOA.

The Board also considered and approved the drafts of the Share Pledge Agreement and the amended AOA of the Company, in compliance with the obligations arising out of the RCAP Debenture Trust Deed.

The altered AOA and the draft Share Pledge Agreement shall be available for inspection by the Members electronically or at the Registered Office of the Company during business hours on all working days till the continuance of the e-voting period.

In accordance with the provisions of Sections 5 and 14 of the Companies Act, 2013, any amendment to the AOA requires the approval of the shareholders by way of a Special Resolution.

Accordingly, the Board of the Company recommends the passing of the Resolution at Item No. 8 as a Special Resolution.

None of the Directors or Key Managerial Personnel of the Company or their relatives, are concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their directorships or shareholding (if any) in the Company or RCAP.

ITEM NO. 9

To note the obligations of the Company and to consider and approve draft Share Pledge Agreement and the amendments to the Articles of Association of the Company pursuant to the Debenture Trust Deed executed between Catalyst Trusteeship Limited and Cyqure India Private Limited

Pursuant to the Approved Resolution Plan in respect of Reliance Capital Limited (“RCL”), 24.95% of the then shareholding of the Company held by RCL was transferred to Aasia Enterprises LLP (“AELLP”) on March 10, 2025, whereby AELLP became a co-promoter of the Company alongside RCL. The Resolution Plan was successfully implemented on March 19, 2025.

As part of the implementation of the Resolution Plan, Cyqure India Private Limited (“CIPL”), the holding entity of AELLP, issued Non-Convertible Debentures (“NCDs”) and executed a Debenture Trust Deed with Catalyst Trusteeship Limited (the “CIPL Debenture Trust Deed”), acting as the Debenture Trustee (the “CIPL Debenture Trustee”).

In terms of the CIPL Debenture Trust Deed, the Company is required to comply with certain obligations, including obtaining Board approval for the appointment of a Nominee Director nominated by the CIPL Debenture Trustee and effecting corresponding amendments to its Articles of Association (“AOA”).

The Board of Directors of the Company (“Board”) at its meeting held on August 14, 2025 noted the obligations of the Company under the terms of the CIPL Debenture Trust Deed, including, appointment/re-appointment of the RGICL Nominee Director, creation of Pledge over 0.4% of the Company’s equity shares held by Aasia Enterprises LLP after the lock-in restrictions are over and after release of pledge on 0.4% of the Company’s equity held by RCL in favor of the RCAP Debenture Trustee, and amendments to the AOA.

The Board also considered and approved the drafts of the Share Pledge Agreement and the amended Articles of Association (“AOA”) of the Company, in compliance with the obligations arising out of the CIPL Debenture Trust Deed.

The altered AOA and the draft Share Pledge Agreement shall be available for inspection by the Members electronically or at the Registered Office of the Company during business hours on all working days till the continuance of the e-voting period.

In accordance with the provisions of Sections 5 and 14 of the Companies Act, 2013, any amendment to the AOA requires the approval of the shareholders by way of a Special Resolution.

The Board of the Company recommends the passing of the Resolution at Item No. 9 as a Special Resolution by the members.

None of the Directors or Key Managerial Personnel of the Company or their relatives, are concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their directorships or shareholding (if any) in the Company or CIPL.

**By Order of the Board of Directors
For Reliance General Insurance Company Limited**

Sd/-
Sushil Sojitra
Company Secretary & Compliance Officer
(Membership No. A31993)

Place: Mumbai
Date: September 5, 2025