R. SUMMARY TERM SHEET

Term Sheet for issue of Fully Paid-Up Basel III Compliant Perpetual Debt Instruments in pursuance of Reserve Bank of India's master circular no. DBR.No.BP.BC.1/21.06.201/2015-16 dated July 01, 2015 on Basel III Capital Regulations and clarification issued thereof vide circular no. DBR.No.BP.BC.71/21.06.201/2015-16 dated January 14, 2016 ("Basel III Guidelines"), eligible for inclusion in Tier-2 Capital

Issuer	UCO Bank (UCO"/ the Bank"/ the issuer")
Issue Size	Rs 200 crore with Green Shoe Option of Rs 300 cr
Object of the Issue	Augmenting overall capital of the Bank for strengthening its Capital Adequacy as per Basel III, for future growth and for enhancing long-term resources
Instrument	Unsecured Redeemable Non-Convertible Fully Paid Up Basel III Compliant Tier-2 Bonds in the nature of Debentures for inclusion in Tier 2 Capital (Bonds")
Nature of Indebtedness and Ranking! Seniority	The claims of the Bondholders shall be: (a) senior to the claims of investors in instruments eligible for inclusion in Tier-1 capital of the Bank (b) subordinate to the claims of all depositors and general creditors of the Bank; and © neither secured nor covered by a guarantee of the Bank or related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis creditors of the Bank
Issuance Mode	In Demat mode only
Convertibility	Non-Convertible
Trading Mode	In Demat mode only
Credit Rating	IND AA- with Negative Outlook from India Rating & Research & AA- with Stable outlook from Acuite Rating and Research
Mode of Issue	Private Placement
Utilization of the Proceeds of the Issue	The funds being raised by the Bank through the present Issue are not meant for financing any particular project. The Bank shall utilize the proceeds of the issue for its regular of Business activities.

	The Bank undertakes that proceeds of the Issue shall not be used for any purpose which may be in contravention of the regulations/ guidelines/ norms issued by the RBI/SEBI/stock exchange
Security	Unsecured and Subordinated
Security Name	...........% UCO Bank Tier-II Series II Bonds 2029
Face Value	'10,00,000/- per Bond
Premium on Issue	Nil
Discount on Issue	Nil
Issue Price	At par ('10,00,000!- per Bond)
Premium on Redemption	Nil
Discount on Redemption	Nil
Redemption Price	At par (10,00,000- per Bond)
Tenure	10 years from the Deemed Date of Allotment
Lock-in-Period	Not Applicable
Minimum Application	I (one) Bond and in multiples of 1 (one) Bond thereafter
Put Option	None
Put Option Price	Not applicable
Put Option Date	Not applicable
Put Notification Time	Not applicable
Call Option	The Bonds shall be callable at the initiative of the Bank only (a) subject to prior approval of RBI (Department of Banking Regulation) and (b) the Bank must not do anything which creates an expectation that the call will be exercised For example to preclude such expectation of the instrument being called the dividend/coupon reset date need not be co-terminus with the call date. The Bank may, at its discretion, consider having an appropriate gap between dividend / coupon reset date and call date: and The Bank must not exercise a call unless: (i) It replaces the called instrument with capital of the same or better quality and the

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	replacement of this capital is done at conditions which are sustainable for the income capacity of the Bank or (ii) The Bank demonstrates that its capital position is well above the minimum capital requirements after the call options is exercised The tax event and regulatory event calls may be exercised by the Bank subject to the requirements set out above of criterion stated above. RBI will permit the Bank to exercise the call only if the RBI is convinced that the Bank was not in a position to anticipate these events at the time of issuance of these instruments as explained hereunder:
	A. Issuer's call The Issuer may at its sole discretion, having notified the Trustee not less than 21 calendar days prior to the date of exercise of such Issuer Call (which notice shall specify the date fixed for exercise of the Issuer Call (the Issuer Call Date"), may exercise a call on the outstanding Bonds The Issuer Call, which is discretionary, may or may not be exercised on the fifth anniversary from the Deemed Date of Allotment i.e. the fifth Coupon Payment Date or on any Coupon Payment Date thereafter Prior approval of RBI (Department of Banking Regulations) will be required The Issuer shall not exercise a call unless: (1) The Issuer has replaced the Bonds with capital of the same or better quality and the replacement of this capital is done at conditions which are sustainable for the income capacity of the Issuer. Here, replacement of the capital can be concurrent with but not after the instrument is called, or (2) The Issuer demonstrates that its capital position is well above the minimum capital requirements after the call option is exercised Here, minimum refers to Common Equity Tier 1 of 8% of RWAs (including capital conservation buffer of 2.5% of RWAs) and Total Capital of 11.5% of RWAs including any additional capital requirement identified under Pillar 2

	B. Tax Event Call (a)The Bank may exercise Call Option on the Bonds upon happening/ occurrence of certain tax event(s), subject to the requirements mentioned above (b)To illustrate, if there is a change in tax treatment which makes the Bonds with tax deductible coupons into an instrument with non-tax deductible coupons, then the Bank shall have the option (not obligation) to repurchase the Bonds and replace the same with another capital instrument that perhaps does have tax deductible coupons. The Reserve Bank of India shall permit the Bank to exercise Call Option only if the RBI is convinced that the Bank was not in a position to anticipate such tax event(s) at the time of issuance of Bonds
	C. Regulatory Event Call a. The Bank may exercise Call Option on the Bonds upon happening/ occurrence of certain Regulatory Event (s), subject to the requirements mentioned above b. To illustrate, if there is a downgrade of the Bonds in regulatory classification (e.g. if it is decided by the RBI to exclude the Bonds from regulatory capital), the Bank may exercise the "Call Option" on the Bonds and replace the same with an instrument with a better regulatory classification, or a lower coupon with the same regulatory classification with prior approval of RBI. However, the Banks shall not create an expectation/ signal an early redemption/ maturity of the Bonds; The Reserve Bank of India shall permit the Bank to exercise Call Option only if the RBI is convinced that the Bank was not in a position to anticipate such regulatory event(s) at the time of issuance of Bonds;
Call Option Price	Face value amount of Rs.10.00 lakh per Bond plus interest/ coupon accrued from and including the last Coupon Payment Date up to but excluding the Call Option Due Date.

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Call Option Date	The Bank shall reserve the right to exercise "Call Option" on the fifth anniversary from the Deemed Date of Allotment i.e. the fifth Coupon Payment Date or on any Coupon Payment Date thereafter, with the prior approval of the Reserve Bank of India (Department of Banking Regulation). If the Call Option Due Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with interest/ coupon accrued on the Bonds until but excluding the date of such payment.
Call Notification Time	In case of exercise of Call Option by the Bank, the Bank shall notify its intention to do so through a public notice at least in one All-India English daily newspaper and/or through notice sent by registered post/ courier to the sole! first Beneficial Owner of the Bonds at least 30 (Thirty) days prior to the Call Option Due Date. In case of exercise of Call Option, the trading in Bonds shall remain suspended from the Record Date and up to the Call Option Due Date.
Redemption! Maturity	At the end of 10 years from the Deemed Date of Allotment
Redemption Date	June ....., 2029
Coupon Rate	.......%
Step Up! Step Down Coupon Rate	In pursuance of RBI Regulations, the Bonds shall not have any step-ups or other incentives to redeem
Coupon Payment Frequency	Annual
Coupon Type	Fixed
Coupon Reset	In pursuance RBI Regulations, the Bonds shall not have any credit sensitive coupon feature, i.e. a coupon that is reset periodically based in whole or in part on the credit standing of the Bank.
Coupon Payment Dates	Annually on June ....., of each year till maturity of Bonds
Day Count Basis	Actual! Actual

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	Interest shall be computed on an actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.
Interest on Application Money against which Allotment is made	In respect of applicants who get allotment of Bonds in the Issue, interest on application money shall be paid at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re- enactment thereof, as applicable) on the aggregate face value amount of Bonds for the period starting from and including the date of realization of application money in Bank's account up to one day prior to the Deemed Date of Allotment. Such interest on application money shall be paid by the Issuer to the allottees within 15 (fifteen) days from the Deemed Date of Allotment.
Interest on Refunded Money against which Allotment is not made	In respect of applications, which are valid but rejected on account of oversubscription excluding the valid rejections), interest on refunded money shall be paid at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act 1961, or any other statutory modification or re-enactment thereof, as applicable) for the period starting from and including the date of realization of application money in Issuers account upto but excluding the Deemed Date of Allotment. The refund amounts together with interest thereon shall be paid by the Issuer to the relevant applicants within 15 days from the Deemed Date of Allotment No interest on application money will be paid in respect of applications which are invalid and rejected for not being in accordance with the terms of the Disclosure Document
Listing	The Bonds are proposed to be listed on the Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited (NSE)
Trustees	IDBI Trusteeship Services Ltd
Depositories	National Securities Depository Limited (NSDL") and Central Depository Services (India) Limited ("CDSL")
Registrars	Kavy Fintech Pvt Ltd
Settlement	Payment of interest and repayment of principal amount shall be made by the Bank by way of cheque(s)/ interest/ redemption warrant(s)/ demand

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	draft(s)/ credit through direct credit! NECS! RTGS! NEFT mechanism or any other online facility allowed by the RBI
Record Date	15 Calendar days prior to each Coupon Payment Date, call date and Redemption Date . In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date
Business Day/ Working Day	Business Days/ Working Days shall be all days (excluding 2nd& 4th Saturdays, Sundays and public holidays) on which commercial banks are open for business in the city of Kolkata except with reference to Issue Period and Record Date, where Business Days/ Working Days shall mean all days, Sundays and public holidays in Kolkata or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881. However, in terms of SEBI Circular CIR/IMD/DF-1/122/2016 dated 11thNovember, 2016,interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai
Effect of holidays	If any interest payment date falls on a day which is not a Business Day then payment of interest will be made on the succeeding Business Day. However, in terms of SEBI Circular CIR/IMD/DF-1/122/2016 dated 11thNovember, 2016, interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai. In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date
Payment Mode	Applicants may make remittance of application money either through cheque(s)/ demand draft(s) drawn in favour of "UCO Bank A/c " and crossed "Account Payee Only" payable at par at place/ centre where the application form is deposited or by way of electronic transfer of funds through funds transfer! RTGS mechanism for credit in the account as per following details

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Name of the Banker	UCO Bank
Account Name	UCO Bank, Finance Department
Credit into Current A/c No.	01900210000021
IFSC Code	UCBA0000190
Address of the Branch	KOLKATA MAIN BRANCH, 10 B.T.M. SARANI, BARBOURNE ROAD, KOLKATA – 700 001
Narration	Application Money for Bonds Issue 2016-17

Eligible Investors	Insurance Companies, Mutual Funds, Public Financial Institutions as defined under section 2(72) of the Companies Act, 2013, Scheduled Commercial Banks, Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds, Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures, Companies and Bodies Corporate authorized to invest in bonds/ debentures, Trusts authorized to invest in bonds/ debentures, Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures, Resident Indian Individuals, Partnership Firms formed under applicable laws in India in the name of the partners, Hindu Undivided Families through Karta.
Non-Eligible classes of Investors	Minors without a guardian name, Qualified Foreign Investors, Foreign Nationals, Non Resident Indians, Persons resident outside India, Venture Capital Funds, Alternative Investment Funds, Overseas Corporate Bodies and Person ineligible to contract under applicable statutory/ regulatory requirements.
Loss Absorption Features	The Bonds shall be subject to loss absorbency features applicable for non-equity capital instruments vide Master Circular No. RBI/2015-16/58 DBR.No.BP.BC. 1/21.06.201/2015-16 dated July 01, 2015 issued by the Reserve Bank of India on Basel III Capital Regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital (Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non-equity regulatory capital instruments at the Point of Non Viability (PONV) (Annex 16 of the Master Circular). If a PONV Trigger Event (as described below) occurs, the Issuer shall

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	(i) notify the Trustee; (i) cancel any coupon which is accrued and unpaid on the Bonds as on the write-off date; and (ii) Without the need for the consent of Bondholders or the Trustee, write-off the outstanding principal of the Bonds by such amount as may be prescribed by RBI ("PONV Write-Off Amount") and as is otherwise required by the RBI at the relevant time. The Bank will affect a write-off within thirty days of the PONV write-off Amount being determined by RBI Once the principal of the Bonds have been written off pursuant to PONV Trigger Event, the PONV written-off Amount will not be restored in any circumstances, including where the PONV Trigger Event has ceased to continue The Bonds at the option of the RBI shall be permanently written off upon occurrence of the trigger event called the Point of Non Viability Trigger". The PONV Trigger event shall be the earlier of: a) a decision that the permanent write off, without which the Bank would become non-viable, is necessary, as determined by the Reserve Bank of India; and b) the decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the relevant authority. Such a decision would invariably imply that the write-off consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted.

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	The write-off of any Common Equity Tier -1 Capital shall not be required before the write-off of any Non-Equity (Additional tier 1 and Tier 2) regulatory capital instrument The write-off of the Bonds consequent upon the trigger event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. The contractual terms and conditions of the Bonds do not provide for any residual claims on the Bank which are senior to ordinary shares of the Bank (or Banking group entity, where applicable) following a PONV trigger event and when write-off is undertaken In order to ensure that these requirements are met the Bank confirms that there are no legal impediments to permanent write-off of the Bonds issued by the Bank (or Banking group entity, where applicable) upon occurrence of a trigger event. For the purpose of this clause, a non-viable bank will be a bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the Reserve Bank of India unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern. The difficulties faced by a bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures may include permanent write off of the Bonds in combination with or without other measures as considered appropriate by the Reserve Bank of India In rare situations, a bank may also become non-viable due to non-financial problems, such as conduct of affairs of the bank in a manner which is detrimental to the interest of depositors, serious corporate governance issues, etc. In such situations raising capital is not considered a part of the solution and therefore, may not attract provisions of this

framework

A bank facing financial difficulties and approaching PONV will be deemed to achieve viability if within a reasonable time in the opinion of Reserve Bank of India, it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including augmentation of equity capital through permanent write-off/public sector injection of funds are likely to:

a) Restore depositors/investors confidence;
b) Improve rating/creditworthiness of the bank and thereby improve its borrowing capacity and liquidity and reduce cost of funds; and
c) Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.

The amount of Bonds to be written-off shall be determined by RBI.

I. Treatment of Bonds in the event of winding-up, amalgamation, acquisition, reconstitution etc. of the Bank

a) If the Bank goes into liquidation before the Bonds have been written-down, the Bonds will absorb losses in accordance with the order of seniority and as per usual legal provisions governing priority of charges.

b) If the Bank goes into liquidation after the Bonds have been written-down, the holders of the Bonds shall have no claim on the proceeds of liquidation.

Amalgamation of a banking company (Section 44 A of Banking Regulation Act, 1949):

a) If the Bank is amalgamated with any other bank before the Tier II Bonds have been written-off, the Bonds shall become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.

b) If the Bank is amalgamated with any other bank after the Bonds have been written-off, the Bonds cannot be written-up by the amalgamated entity.

III. Scheme of reconstitution or amalgamation of a banking company (Section 45 of BR Act, 1949):

If the relevant authorities decide to reconstitute the Bank or amalgamate the Bank with any other bank under the Section 45 of BR Act, 1949, such a bank will be deemed as non-viable or approaching non-viability and both the pre-specified trigger and the trigger at the point of non-viability for write-off of Bonds shall be activated. Accordingly, the Bonds shall be written-off before amalgamation/ reconstitution in accordance with these rules.

IV. Order of write-down of various types of capital instruments

The capital instruments shall be written-off in order in which they would absorb losses in a gone concern situation. The capital instruments shall absorb losses in accordance with the order of seniority and as per usual legal provisions governing priority of charges i.e.

a) claims of Tier II Debt Instruments shall be superior to claims of investors in instruments eligible for inclusion in Tier I Capital and subordinate to the claims of all depositors and general creditors of the Bank.
b) However, write down / claims of Tier 2 Debt Instruments shall be on pari-passu basis amongst themselves irrespective of date of issue.

V. Criteria to Determine the PONV

The above framework will be invoked when the Bank is adjudged by Reserve Bank of India to be approaching the point of non-viability, or has already reached the point of non-viability, but in the views of RBI:

a) there is a possibility that a timely intervention in form of capital support, with or without other supporting interventions, is likely to rescue the Bank; and

	b) if left unattended, the weaknesses would inflict financial losses on the Bank and, thus, cause decline in its common equity level.
	The purpose of write-off of the Bonds shall be to shore up the capital level of the Bank RBI would follow a two-stage approach to determine the non-viability of the Bank. The Stage 1 assessment would consist of purely objective and quantifiable criteria to indicate that there is a prima facie case of the Bank approaching non-viability and, therefore, a closer examination of the Bank's financial situation is warranted. The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1 information, would help in determining whether the Bank is about to become non-viable. These criteria would be evaluated together and not in isolation Once the PONV is confirmed, the next step would be to decide whether rescue of the Bank would be through write-off alone or write-off in conjunction with public sector injection of funds. The trigger at PONV shall be evaluated both at consolidated and solo level and breach at either level shall trigger write-off. As the capital adequacy is applicable both at solo and consolidated levels, the minority interests in respect of capital instruments issued by subsidiaries of the Banks including overseas subsidiaries can be included in the consolidated capital of the banking group only if these instruments have loss absorbency at the PONV. The cost to the parent of its investment in each subsidiary and the parent's portion of equity of each subsidiary, at the date on which investment in each subsidiary is made, is eliminated as per AS-21. So, in case of wholly-owned subsidiaries, it would not matter whether or not it has same characteristics as the Bank's capital. However, in the case of less than wholly owned subsidiaries, minority interests constitute additional capital

	for the banking group over and above what is counted at solo level; therefore, it should be admitted only when it (and consequently the entire capital in that category) has the same characteristics as the Bank's capital. In addition, if the Bank wishes the instrument issued by its subsidiary to be included in the consolidated group's capital, the terms and conditions of that instrument must specify an additional trigger event The additional trigger event is the earlier of: (A) a decision that write-off of the Bonds, without which the Bank or the subsidiary would become non-viable, is necessary, as determined by the Reserve Bank of India; and (B) the decision to make a public sector injection of capital, or equivalent support without which the Bank or the subsidiary would have become non-viable, as determined by the Reserve Bank of India. Such a decision would invariably imply that the write-off of the Bonds consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted
Prohibition on Purchase/ Funding of Bonds	Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall also not grant advances against the security of the Bonds issued by it.
Treatment in Bankruptcy/ Liquidation	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) of the Bonds except in case of bankruptcy and liquidation of the Bank.
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of

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Applicable RBI Regulations	The present issue of Bonds is being made in accordance with RBI. Master Circular No. RBI/2015-16/58 . DBR.No.BP.BC.1/21.06.201/2015-16 dated July 01, 2015 issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital (Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non- equity regulatory capital instruments at the Point of Non Viability (PONV) (Annex 16 of the Master Circular). In the case of any discrepancy or inconsistency between the terms of the Bonds or any other Transaction Document and the Basel III Guidelines, the provisions of the Basel III Guidelines shall prevail
Applicable SEBI Regulations	Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/1 3/1 27878 dated June 06 2008, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide circular no. LAD-NRO/GN/2012- 13/19/5392 dated October 12, 2012, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2014 issued vide circular no. LAD-NRO/GN/2013-14/43/207 dated January 31, 2014, as amended and securities and Exchange Board of India (Issue and listing of debt securities) (Amendment) Regulations, 2015 issued vide circular No. LAD-NRO/GN/2014-15/25/539 dated March 24, 2015
Cross Default	Not Applicable
Events of Default	Failure on the part of the Bank to forthwith satisfy all or any part of payments in relation to the Bonds when it becomes due (i.e. making payment of any installment of interest or repayment of principal amount of the Bonds on the respective due dates) (except in case of regulatory requirements prescribed under Applicable RBI Regulations), shall constitute an Event of Default for the purpose of the Issue

	The Bondholder shall have no rights to accelerate the repayment of future scheduled payments (Coupon or Principal) except in bankruptcy and liquidation. The Bank shall notify all instances of non-payment of coupon/ interest to the Chief General Managers-in-Charge of Department of Banking Regulation and Department of Banking Supervision of the Reserve Bank of India, Mumbai
Additional Covenants	(A) Default in Payment: In case of default in payment of interest and/ or principal redemption on the due dates (except in case of regulatory requirements prescribed under Applicable RBI Regulations), the Bank shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid. (B) Delay in Listing: The Bank shall make listing application to NSE within 15 days from the Deemed Date of Allotment of the Bonds and seek listing permission within 20 days from the Deemed Date of Allotment of Bonds. In case of delay in listing of the Bonds beyond 20 days from the Deemed Date of Allotment, the Bank shall pay penal interest at the rate of 1.00% p.a. over the Coupon Rate from the expiry of 30 days from the deemed Date of Allotment till the listing of Bonds to the Bondholder(s). The interest rates mentioned in covenants (a) and (b) shall be independent of each other
Debenture Redemption Reserve	The Ministry of Corporate Affairs, Government of India has vide circular no. 11/02/2012- CL-V(A) dated February 11, 2013, clarified that no Debenture Redemption Reserve is required for debentures issued by Banking Companies for both public as well as well as privately placed debentures. The Bank has appointed a trustee to protect the interest of the

	Bondholders.
Transaction Documents	The Bank has executed/ shall execute the documents including but not limited to the following in connection with the Issue: a. Letter appointing Trustee to the Bondholders; b. Debenture Trustee Agreement; c. Letter appointing Registrar and Agreement entered into between the Issuer and the Registrar; d. Rating letter from Acuite Rating & Research. e. Rating letter from India Ratings & Reserach; f. Tripartite Agreement between the Bank; Registrar and NDSL for issue of Bonds in dematerialized form; g. Tripartite Agreement between the Bank; Registrar and CDSL for issue of Bonds in dematerialized form; h. Application made to NSE for seeking its in-principle approval for listing of Bonds; i. Listing Agreement with NSE.
Conditions to subscription of Bonds	The subscription from applicants shall be accepted for allocation and allotment by the Bank subject to the following: a. Rating letter from India Rating & Research and Acuite Rating & Research not being more than one month old from the issue opening date; b. Consent letter from the debenture Trustees to act as Trustee to the Bondholder(s); c. Letter from NSE conveying in-principle approval for listing and trading of Bonds.
Conditions subsequent to subscription of Bonds	The Bank shall ensure that the following documents are executed/ activities are completed as per terms of the Disclosure Document a. Credit of demat account(s) of the Allottee(s) by the number of Bonds allotted within 2 working days from the Deemed Date of Allotment b. Making application to NSE within 15 days from the Deemed Date of

	Allotment to list the Bonds and seek listing permission within 20 days from the Deemed Date of Allotment in terms of sub-section (1) of Section 40 of the Companies Act, 2013. c. Besides, the Bank shall perform all activities, whether mandatory or otherwise, as mentioned in the Disclosure Document.
Role and Responsibilities of Trustees	The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trustee Agreement, Private Placement Offer Letter and all other related transaction documents, with due care, diligence and loyalty. The Trustees shall be vested with the requisite powers for protecting the interest of holder(s) of the Bonds including but not limited to the right to appoint a nominee director on the Board of the Issuer in consultation with institutional holders of such Bonds. The Trustees shall ensure disclosure of all material events on an ongoing basis. The Issuer shall, till the redemption of Bonds, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information such as Statement of Profit & Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Uniform Listing Agreement issued by SEBI vide circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015. Besides, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustees and the Trustees shall be obliged to share the details so submitted with all 'Qualified Institutional Buyers' (QIBs) within two working days of their specific request.

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Issue Schedule *	Issue Opening Date Issue Closing Date	.....th June 2019 .....th June 2019
	Pay-In Dates Deemed Date of Allotment	.....th June 2019... ...... June 2019

*The Bank reserves its sole and absolute right to modify (pre-pone/ post-pone) the above issue schedule without giving any reasons or prior notice. In such a case, applicants shall be intimated about the revised time schedule by the Bank. The Bank also reserves the right to keep multiple Date(s) of Allotment at its sole and absolute discretion without any notice. In case if the Issue Closing Date/ Pay in Dates is/are changed (pre-poned/ post-poned), the Deemed Date of Allotment may also be changed (pre-poned/ post-poned) by the Bank at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates and/or Redemption Date may also be changed at the sole and absolute discretion of the Bank

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