

महाराष्ट्र MAHARASHTRA

2022

40AA 048949



श्रीम. एल. एस. सांगळे

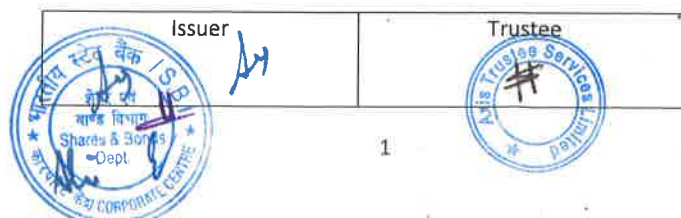
DEBENTURE TRUST DEED

DEBENTURE TRUST DEED (this “Deed” or “Debenture Trust Deed”) made at Mumbai this day of **20th** day of **February 2023** between

STATE BANK OF INDIA, a body corporate constituted under State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400021, (hereinafter referred to as “**the Bank**” or “**the Issuer**”, which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **ONE PART**;

AND

AXIS TRUSTEE SERVICES LIMITED, a company established under the Companies Act, 1956 (1 of 1956) and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli Mumbai - 400 025, (hereinafter referred to as “**the Trustee**”, which expression shall include its successors and assigns and the Trustee for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.



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11-14-9 Annexure -

मार्तजापत्रासाठी Only for Affidavit

Axis Trustee Services Ltd.

मुद्रांक विकत घेणाऱ्याचे नाव

Ground Floor, E-Axis House,

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता

Bombay Dyeing Mills Compound,

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक

Pandurang Budhkar Marg,
Worli, Mumbai - 400 025.

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक यंत्रिगत्याचा तह

परवाना क्रमांक : 60000009

मुद्रांक विक्रीचे नाव/पत्ता : ज्योती पी. दुआ

६, कॉलॉनी विलिडिंग नं. ३, दादा हॉस्पिटल, परेल, मुंबई - ४०० ०१८

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिलिपि सादर करणेसाठी मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या वारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरे
नेल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

9 FEB 2023



महाराष्ट्र MAHARASHTRA

2022

BV 257787

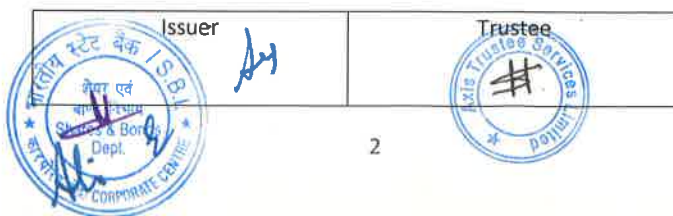


श्रीमती लता सांगळे

(The Issuer and the Trustee are collectively referred to as the "**Parties**" and the term "**Party**" shall refer to any one of them, as the subject or context may require.)

WHEREAS:

1. With a view to augment Additional Tier 1 Capital and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines, the Committee of Directors at its meeting held on 07.02.2023 approved the raising of non-convertible, taxable, perpetual, subordinated, unsecured fully paid up Basel III compliant Additional Tier 1 Capital (in the nature of debentures) ("**Additional Tier 1 Bonds**") of aggregate issue size not exceeding Rs. 10,000 crores (Rupees Ten Thousand crores) with a base issue size of Rs. 2,000 crores (Rupees Two Thousand crores) and a Green Shoe option to retain over subscription upto Rs. 8,000 crores (Rupees Eight Thousand crores) ("**Issue**").
2. In relation to the aforesaid, the Bank proposes to issue the Bonds (as defined *hereinafter*) on a private placement basis under the placement memorandum dated 20.02.2023 (the "**Placement Memorandum**").



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जोडपत्र - २ Annexure - II

दस्तावा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोंद वही अनु. क्रमांक/दिनांक	13 FEB 2023
दस्ता नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन -	Axis Trustee Services Ltd. Ground Floor, - E-Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025.
मुद्रांक द्यावत घेणाऱ्याचे नाव	
हस्ते असल्यास त्याचे नाव व पत्ता	
दुसऱ्या पक्षकाराचे नाव	SBI
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक : ८०००००९	
मुद्रांक विक्रीचे नाव/पत्ता : ज्योती पी. दुआ	
६, फोंडोजी बिल्डिंग नं. २, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी द्रांक खरेदी केल्यापासून ६ महिन्यात याप्रमाणे बंधनकारक आहे?	



महाराष्ट्र MAHARASHTRA

2022

BV 257211

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.चि.क्र. ८०००००९
- 2 FEB 2023
सहायक अधिकारी

श्रीमती वता सांगक

3. Axis Trustee Services Limited has agreed to act as the Trustee under these presents for the benefit of the Bondholders.

Now this Debenture Trust Deed witnesses and it is hereby mutually agreed and declared by and between the parties hereof as under:

PART A OF THE DEBENTURE TRUST DEED

ARTICLE – A DEFINITIONS AND INTERPRETATIONS

A1. Definitions

In these presents unless anything is inconsistent to the subject or context therewith, all capitalized terms used but not defined hereunder shall have the meanings assigned to them under the Placement Memorandum. The expressions listed below shall have the following meanings:

 Issuer	 Trustee
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जाडपत्र - २ Annexure - II

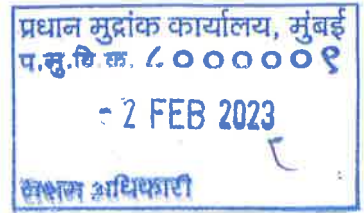
दस्तावा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोट वही अनु. क्रमांक/दिनांक	- 9 FEB 2023
दस्ता नोंदणी करणार आहेत का ?	YES/NO
मिळवणीचे शोधवयात वर्णन -	Axis Trustee Services Ltd.
मुद्रांक विक्रीत घेणाऱ्याचे नाव	Ground Floor, - E-Axis House, Bombay Dyeing Mills Compound,
हस्ते असल्यात त्याचे नाव व पत्ता	Pandurang Budhkar Marg, Worli, Mumbai - 400 025.
दुसऱ्या पक्षबगराचे नाव	SBI
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्रीत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक : ८०००००९	
मुद्रांक विक्रीचे नाव/पत्ता : ज्योती पी. डुआ	
६, कोंडाजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी	
द्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	



महाराष्ट्र MAHARASHTRA

2022

BV 257212



श्रीमती लता सांगळे


Additional Tier 1 Capital	Shall have the meaning ascribed to such term under the RBI Guidelines
Additional Tier 1 Bonds	Shall have the meaning as ascribed to in Recital 1 above
Applicable Law(s)	Any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline (each having the force of law) or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority (each having the force of law) whether in effect as of the date of this Deed or thereafter and in each case as amended.
Applicant/ Investor	A person who makes an offer to subscribe the Bonds pursuant to the terms of the Placement Memorandum and the Application Form.
Application Form	The form in terms of which the Applicant shall make an offer to subscribe to the Bonds and which will be considered as the application for allotment of Bonds in the Issue.
Basel III	Shall have the meaning ascribed to such term under the RBI Guidelines






Issuer

Trustee



दस्तावा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोंद वरी अनु. क्रमांक/दिनांक	- 9 FEB 2023
दस्ता नोंदणी करणार आहेत का ?	YES/NO
मिळवणीचे शोधवयात दर्जना -	Axis Trustee Services Ltd.
मुद्रांक शिवाय घेणाऱ्याचे नाव	Ground Floor, - E-Axis House,
हस्त असल्यास त्याचे नाव व पत्ता	Bombay Dyeing Mills Compound,
दुसऱ्या पक्षवगाराचे नाव	Pandurang Budhkar Marg,
मुद्रांक शुल्क रक्कम	Worli, Mumbai - 400 025.
मुद्रांक विकत घेणाऱ्याची सही	SBT
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक : 60000008	
मुद्रांक विक्रीचे नाव/पत्ता : ज्योती पी. डुआ	
६, कॉडणी बिल्डिंग नं. २, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी	
द्वारे खरेदी केलेल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

Bondholder(s)	Any person or entity holding the Bonds and whose name appears in the list of Beneficial Owners provided by the Depositories.
Beneficial Owner(s)	Bondholder(s) holding Bond(s) in dematerialized form (Beneficial Owner of the Bond(s) as defined in clause (a) of sub-section of Section 2 of the Depositories Act, 1996).
Board/ Board of Directors	The Central Board of State Bank of India or Committee thereof, unless otherwise specified.
Bond(s)	Shall have the meaning ascribed to the term in Article 1.1 hereof.
Business Day	A day on which commercial banks are open for business in the city of Mumbai, Maharashtra.
Coupon or Interest	Shall have the meaning ascribed to the term in the Placement Memorandum.
Coupon Discretion	Shall have the meaning set out in Part B of this Deed
Deemed Date of Allotment	The cut-off date declared by the Bank with effect from which all benefits under the Bonds including interest on the Bonds shall be available to the Bondholder(s). The actual allotment of Bonds (i.e. approval from the Board of Directors or a Committee thereof) may take place on a date other than the Deemed Date of Allotment.
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant	A Depository participant as defined under Depositories Act.
DP	Depository Participant
Financial Year or FY	Period of twelve months beginning from April 1 of a calendar year and ending on March 31 of the subsequent calendar year.
IFSC	Indian Financial System Code
Inter Creditor Agreement or ICA	Shall mean an agreement entered under the directions issued by RBI described as the RBI (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time read with the SEBI circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 prescribing the procedure to be followed by Trustee in case of 'Default' by issuers of listed debt securities including seeking consent from the Debenture Holder(s) for enforcement of security and/or entering into an inter-creditor agreement, as amended from time to time.
Issuer or SBI or Bank	State Bank of India, constituted under the State Bank of India Act, 1955 and having its Corporate Centre at, State Bank Bhavan, Madame Cama Road, Mumbai – 400 021.
Issue	Shall have the meaning as ascribed to in Recital 1 above

	<p>Issuer</p> 	<p>Trustee</p> 
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Majority Bondholders	Shall mean such of the Bondholders who represent not less than $\frac{3}{4}$ (three fourths) of the aggregate outstanding principal amounts of all Bonds outstanding from time to time.
NEFT	National Electronic Funds Transfer
NSDL	National Securities Depository Limited.
PAN	Permanent Account Number
Part A	Shall mean all the text, clauses, sub-clauses which have been included in the Part A of this Deed. The Part A are statutory clauses, sub-clauses /standard information pertaining to the Bonds which shall not be amended without express consent of SEBI
Part B	Shall mean all the text, clauses, sub-clauses which have been included in the Part B of this Deed containing details specific to the Bonds, as amended from time to time
Placement Memorandum	As mentioned in Recital 2 above
PONV	The Point of Non-Viability for the Bank as determined by the RBI as per the RBI Guidelines.
Pre-Specified Trigger Level	shall mean to if Common Equity Tier 1 falls below 6.125% of RWA.
R&TA	Registrar and Transfer Agent
Rs. or INR	Indian National Rupee
RBI	Reserve Bank of India
RBI Norms or RBI Guidelines	Shall mean Master Circular DOR.CAP.REC.3/21.06.201/2022-23 dated April 1, 2022 on Basel III Capital Regulations issued by the RBI, covering terms and conditions for issue of debt capital instruments for inclusion as Tier 1 capital as updated/modified from time to time.
RTGS	Real Time Gross Settlement
Record Date	Shall have the meaning ascribed to the term in the Placement Memorandum
Recovery Expense Fund	Shall mean fund contributed by the Bank towards creation of a recovery expense fund as required to be created in terms of the SEBI REF Circular and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time.
Registrar	Registrar to the Issue, in this case being M/s Alankit Assignments Limited
SBI Act	State Bank of India Act, 1955 (including amendments, if any, made thereunder)
SEBI	The Securities and Exchange Board of India, constituted under the SEBI Act, 1992
SEBI Debt Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide notification no. SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended from time to time
SEBI Act	Securities and Exchange Board of India Act, 1992, as amended from time to time



Issuer

[Signature]

Trustee





SEBI Defaults (Procedure) Circular	Shall mean the SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020, as amended from time to time.
SEBI Operational Circular	Shall mean the SEBI circular number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, as amended and updated from time to time.
SEBI REF Circular	Shall mean the circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on Contribution by Issuers of listed or proposed to be listed debt securities towards creation of “ Recovery Expense Fund ” issued by SEBI, as amended from time to time.
Special Resolution	Shall have the meaning as set out in Para 23 of Schedule I
Summary Term Sheet	Shall mean the term sheet setting out the terms of the Issue in Part B of this Deed.
The Companies Act	Companies Act, 2013, as amended and to the extent notified by the Government of India and Companies Act, 1956 (to the extent applicable).
The Issue or the Offer or Private Placement	Private Placement of the Bonds at par by State Bank of India as per the terms of the Placement Memorandum.
Transaction Documents	Shall have the meaning ascribed to the term under the Placement Memorandum
Trustee	Trustee for the Bondholders in this case being Axis Trustee Services Limited




A2. Interpretation

In this Deed, unless the context otherwise requires:




- (i) Terms defined in this Deed by reference to any other agreement, document or instrument shall have the meanings assigned to them in such Deed, document or instrument;
- (ii) A document or any other document is a reference to that document or other document as amended, replaced, novated or supplemented;
- (iii) A reference to “knowledge” shall mean the actual knowledge of any director or executive officer of the Issuer after due inquiry;

	<p>Issuer</p> <p>[Signature]</p>		<p>Trustee</p> <p>[Signature]</p>
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- (iv) A reference to an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly;
- (v) A reference to “authorisation” or “clearance” includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- (vi) A reference to “control” includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;
- (vii) Unless the context otherwise requires, the singular includes the plural and vice versa;
- (viii) The words ‘hereof’, ‘herein’, and ‘hereto’ and words of similar import when used with reference to a specific Section/Clause/Article in, or Schedule to, this Deed shall refer to such Section/Clause/Article in, or Schedule to, this Deed, and when used otherwise than in connection with specific Sections or Schedules, shall refer to the Deed as a whole;
- (ix) Headings and the use of bold type face shall be ignored in its construction;
- (x) A reference to a Clause, Section, Article or Schedule is, unless indicated to the contrary, a reference to a clause, section, article or schedule to this Deed;
- (xi) References to this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (xii) The words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (xiii) References to the word “includes” or “including” are to be construed without limitation;
- (xiv) References to a person shall include companies and bodies corporate and also include such person’s successors and permitted assignees or transferees;
- (xv) All references to Agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreements, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

	<p>Issuer</p> 	<p>Trustee</p> 
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- (xvi) Words importing a particular gender include all genders;
- (xvii) References to the terms “repay” or “repayment” shall include “redemption” and vice-versa and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly;
- (xviii) References to “Party” shall mean a party to this Deed and references to “Parties” shall be construed accordingly;
- (xix) References to any law shall include any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Deed or thereafter and each as amended from time to time;
- (xx) Words and abbreviations which have, well known technical or trade/commercial meanings are used in the Deed in accordance with such meanings;
- (xxi) All references to the consent or discretion or agreement or waivers or any actions of the Trustee under this Deed or any other Transaction Documents shall mean the Trustee acting in accordance with the consent of the Majority Bondholders unless specifically provided otherwise;
- (xxii) Capitalized terms used herein but not defined shall have the meaning ascribed to such terms under the RBI Guidelines and/or the Placement Memorandum (as the context may require); and
- (xxiii) All references in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.

	Issuer 	Trustee 
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ARTICLE - B
TRUST

B1. The Issuer hereby appoints the Trustee as trustee for the Bondholders and the Trustee hereby accepts such appointment and pursuant thereto the Issuer hereby settles in trust with the Trustee a sum of Rs. 1,000/- (Rupees One Thousand only) for the benefit of the Bondholders. The Trustee has accepted the above amount of Rs. 1,000/- (Rupees One Thousand only) in trust declared and, subject to the terms and conditions in this Deed, agreed to act as trustee for the benefit of the Bondholders and their successors, transferees, novatees and assigns (the trust declared hereinafter referred to as the “**Trust**”) and in such trust capacity, the Trustee agrees and is authorised:

- (a) to execute and deliver the Deed, all other Transaction Documents to which it is a party and all other documents, agreements and instruments contemplated by this Deed or the other documents which are to be executed and delivered by the Trustee or as the Trustee shall deem advisable and in the best interests of the Bondholders;
- (b) to take whatever action as shall be required to be taken by the Trustee by the terms and provisions of the Transaction Documents, and subject to the terms and provisions of this Deed or any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, agreements and instruments referred to in this clause in such documents, agreements, instruments and certificates; and
- (c) subject to the terms and provisions of this Deed and the other Transaction Documents, to take such other action in connection with the foregoing as the Majority Bondholders may from time to time direct.

<p>Issuer</p> 	<p>Trustee</p> 
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ARTICLE - I DESCRIPTION OF BONDS





1.1 AMOUNT OF BONDS

For the purpose of augmenting Additional Tier I capital, and overall capital of the Bank, for strengthening its capital adequacy & for enhancing its long-term resources at the request of the Bank, the Bondholders (which expression shall unless excluded or repugnant to the context or meaning thereof include any one or more of them or their respective successors and assigns) have agreed to subscribe to the Bank's non-convertible, perpetual, taxable, subordinated, unsecured, Basel III compliant Additional Tier I Bonds in the nature of debentures of face value of Rs. 1 Crore (Rupees One Crore) each at par not exceeding Rs. 10,000 crores (Rupees Ten Thousand Crores) with a base issue size of Rs. 2,000 crore (Rupees Two Thousand Crore) and a green shoe option to retain over subscription upto Rs. 8,000 crores (Rupees Eight Thousand Crores) (hereinafter referred to as the "**Bonds**") on the terms and conditions contained in the Placement Memorandum dated 20.02.2023 for private placement issued by the Bank (hereinafter referred to as the "**Placement Memorandum**"). Pursuant to the bids received on electronic book-building platform of NSE, the Bank has decided to accept subscription from various investors aggregating to Rs. 4,544 crores (Rupees Four Thousand Five Hundred and Forty Four Crores).

1.1A FORM OF BONDS

- (i) All Bonds constituted and issued for the time being in demat form to the Bondholders under the Placement Memorandum are non-convertible, perpetual, taxable, subordinated, unsecured, fully paid-up Basel III compliant Additional Tier I Bonds in the nature of debentures of face value of Rs. 1 Crore each, collectively having an aggregate nominal value as specified in the Placement Memorandum for cash at par, privately placed with the Bondholders.
- (ii) The principal amount, interest and all other monies payable under the Bonds (pursuant to and subject to the terms of the Placement Memorandum), between the Bondholders, inter-se rank pari passu without any preference or priority whatsoever on account of date of issue or allotment, or otherwise.
- (iii) It is clarified that the Bonds are unsecured in nature and the Issuer shall not grant, convey, assign, assure or transfer any assets and/or other properties of the Issuer and/or its Affiliates as security for the Bonds and/or the outstanding amounts thereunder.

The terms of the Bonds specified in the Placement Memorandum ("**Terms of the Bonds**") shall be binding on the Issuer, the Bondholders and all persons claiming by, through or under any of them. In the event of any conflict between this Deed and the Terms of the Bonds, the Terms of the Bonds shall prevail. It is hereby clarified that in case this Deed provides for any additional terms which are not present in the Placement Memorandum, such additional terms as

 <div style="display: inline-block; text-align: center;">Issuer </div>	 <div style="display: inline-block; text-align: center;">Trustee </div>
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provided in this Deed shall not be deemed contradictory to the Terms of the Bonds. The Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the Terms of the Bonds as if the same were set out and contained in these presents which shall be read and construed as one document.

1.2 **ALLOTMENT OF BONDS**

The Bonds will be deemed to have been allotted to the Bondholders on 21.02.2023 (hereinafter referred to as the “**Deemed Date of Allotment**”). All benefits relating to the Bonds will be available to the Bondholders from the Deemed Date of Allotment.

1.3 **TRUSTEE FOR THE BONDHOLDERS**

At the request of the Bank, Axis Trustee Services Limited. (ATSL) has agreed to act as the Trustee for the Bondholders in respect of the Bonds.

1.4 **INTEREST**

(i) **Interest on application money**




Interest 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) will be paid to the applicants on the application money for the Bonds for the period starting from and including the date of realization of application money in the Issuer’s bank account up to one day prior to the Deemed Date of Allotment. The Bank shall not be liable to pay any interest in case of invalid applications or applications liable to be rejected including applications made by person who is not an Eligible Investor. If the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.

The Interest on the application money will be computed as per Actual/Actual day count convention. Income Tax at Source (TDS) will be deducted at the applicable rate on the Interest on application money.

The interest on application money will be payable by the issuer through electronic mode within 15 days from the Deemed date of allotment. In absence of complete bank details i.e, correct / updated bank account number, IFSC/RTGS code/ NEFT code etc., the issuer shall be required to make payment through cheques / DDs or any other mode of payment as per the discretion of the issuer.

(ii) **Interest on Bonds**

The face value of the Bonds outstanding, after adjustments and write-off on account

	Issuer 	Trustee 
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of “Coupon Discretion”, “Loss Absorbency”, “Write-down on PONV Trigger Event” and “Other Events” as mentioned in the Summary Term Sheet, shall carry interest at the coupon rate as mentioned in Part B of this Deed (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) are mentioned in the Summary Term Sheet. The Bank shall have full discretion at all times to cancel Coupon either in part or full in order to meet the eligibility criteria for perpetual debt instruments under RBI Guidelines, as detailed in the Part B of this Deed.

The interest payment shall be made through electronic mode to the Bondholders whose names appear on the list of beneficial owners given by the DP to R&TA as on the Record Date fixed by the Bank in the bank account which is linked to the demat of the bondholder. However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code/NEFT code etc., Issuer shall be required to make payment through cheques / DDs or any other mode of payment as per the discretion of the Issuer on the due date at the sole risk of the bondholders.

Interest or other benefits with respect to the Bonds would be paid to those Bondholders whose names appear on the list of beneficial owners given by the DP to R&TA as on the Record Date. In case the beneficial owner is not identified by the depository on the Record Date due to any reason whatsoever, Bank shall keep in abeyance the payment of interest or other benefits, till such time the beneficial owner is identified by the depository and intimated to the Bank. Bank shall pay the interest or other benefits to the beneficiaries identified, within a period of 15 days from the date of receiving such intimation. Bank will not pay interest or any amount in whatever name for the intervening period from Record Date to the actual date of payment of interest.

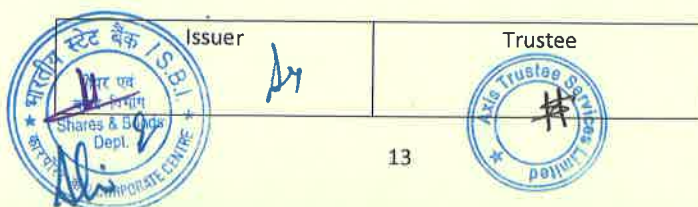
(iii) **Deduction of Tax at Source**

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source out of interest payable on Bonds.

Interest payable subsequent to the Deemed Date of Allotment of Bonds shall be treated as “Interest on Securities” as per Income Tax Rules. Bondholders desirous of claiming exemption from deduction of income tax at source on the interest payable on Bonds shall submit tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, with the Registrars, or to such other person(s) at such other address (es) as the Issuer may specify from time to time through suitable communication, at least 45 days before the payment becoming due.

(iv) **Default interest rate**

a) **Default in Payment and Other Defaults**



In case of default in payment of Interest and/or principal redemption on the Bonds on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. However, any non-payment of Interest and / or principal on account of RBI Guidelines, Coupon Discretion, Loss Absorbency and Other Events of this Summary Term Sheet, no such default interest shall be payable.

b) Delay in Listing

In the event of a delay in listing of the Bonds beyond the timelines permitted under SEBI Debt Regulations, the Issuer will pay to the investor penal interest of 1% per annum over the Coupon Rate from the Deemed Date of Allotment until the listing of the Bonds and the Bank shall be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from stock exchanges¹.

c) Delay in execution of Debenture Trust Deed

If not already executed, the Bank shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Bank will pay penal interest of atleast 2% p.a. over the Coupon Rate or such other rate, as specified by the SEBI² till the execution of Debenture Trust Deed.

1.6 LOSS ABSORBENCY

1.6.1 The Bonds (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent) are issued subject to loss absorbency features applicable for non-equity capital instruments issued in terms of RBI Guidelines including in compliance with the requirements of Annex 4 thereof and are subject to certain loss absorbency features as described herein and required of Additional Tier 1 instruments at the Pre – Specified Trigger Level and at the Point of Non Viability (“**PONV**”) as provided for in Annex 16 of the aforesaid circular, as amended.

1.6.2 The Bond and the Bondholders claim, if any, claims against Bank, wherever situated, may be written – off, in whole or in part, upon the occurrence of the following trigger events:

- (i) Pre- Specified Trigger Level.
- (ii) Point of Non – Viability (“**PONV**”).

¹ As per SEBI circular dated SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

² Reg 18 of the SEBI (NCS) Regulations 2021

1.6.3 PONV trigger event shall be as defined in the aforesaid RBI Guidelines and shall be determined by the RBI. RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise. In any case it should be noted that following writing-off of the Bonds and claims and demands as noted above, neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to the Bondholder(s) or any other person claiming for or on behalf of or through such Bondholder(s) and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated.

1.6.4 Unless otherwise specified in this Placement Memorandum, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/amendment thereof), whether senior or pari passu or subordinate, and whether a Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds and there is no right available to the Bondholder(s) hereof or any other person claiming for or on behalf of or through such Bondholder(s) to demand or seek that any other regulatory capital be subject to prior or simultaneous write-off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.

1.7 **REDEMPTION DATE**

Not applicable.

1.8 **REDEMPTION AMOUNT**

1.8.1 Not Applicable

However, in case of redemption due to exercise of Call Option or otherwise in accordance with RBI guidelines, the Bonds shall be redeemed at par along with interest accrued till one day prior to the Call Option Date subject to adjustments and/or write-off on account of "Loss Absorbency", "Coupon Discretion" & "Other Events" as mentioned in the Summary Term Sheet.

1.9 **COMPUTATION OF INTEREST AND OTHER CHARGES**

1.9.1 The interest for each of the interest periods, subject to the provisions of Summary Term Sheet, shall be computed as per Actual / Actual day count conversion (as per the SEBI Operational Circular on the face value/principal outstanding after adjustments and write-off on account of "Loss Absorbency", "Coupon Discretion" and "Other Events" mentioned in this Summary Term Sheet, at the Coupon Rate rounded off to the nearest Rupee.



Issuer

Trustee



- 1.9.2 The Interest Period means each period beginning on (and including) the Deemed Date of Allotment or any Coupon Payment Date and ending on (but excluding) the next Coupon Payment Date/ Call Option Date (if exercised). It is clarified that in case of Coupon payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty six) days (per the SEBI Operational Circular).

1.10 REDEMPTION AND EXERCISE OF CALL OPTION AND OTHER OPTIONS

- 1.10.1 The Bank may, at its sole discretion but subject to the “Condition for exercise of Call Option”, elect to exercise a call on the Bonds (in whole) on 21.02.2033 being the 10th anniversary of the Deemed Date of Allotment or any anniversary date thereafter (the “**Issuer Call Date**”)

- 1.10.2 The Bank shall exercise Call Option subject to the conditions mentioned below:

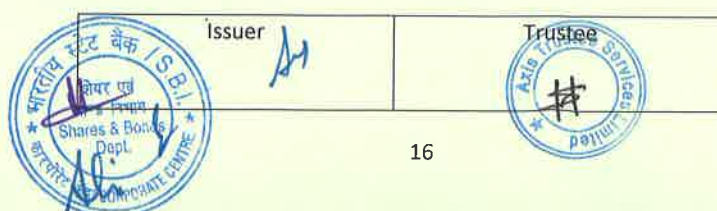
- (i) The Call Option can be exercised only after a minimum of ten years from the Deemed Date of Allotment;
- (ii) To exercise a Call Option the Bank shall require prior approval of RBI; and
- (iii) Bank shall not exercise a call unless:

(a) The Bond is replaced 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 Bank; or

(b) The Bank demonstrates that its capital position is well above the minimum capital requirements after the Call Option is exercised.

- 1.10.3 Notwithstanding anything to the contrary stipulated herein, the Bank may, at its option, redeem the bonds under the following conditions:

- (a) Tax Call: If there is any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated thereunder) in India or any change in the official application of such laws, regulations or rulings (a “**Tax Event**”) Issuer may, at its option, redeem the Bonds, in whole at a redemption price equal to outstanding principal amount subject to adjustment on account of “Loss Absorbency”, Coupon Discretion, “Write-down on PONV Trigger Event” and “Other Events” mentioned in this Summary Term Sheet, together with any accrued but unpaid interest to (but excluding) the date fixed for exercising call option on such Bonds. Any redemption upon the occurrence of a Tax Event will be subject to the provisions described under “Call Notification Time” and conditions (ii) and (iii) enumerated under “Condition for exercise of Call Option”. RBI may permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Event at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of



RBI that the Bank's capital position is well above the minimum capital requirements after the call option is exercised.

- (b) **Regulatory Call:** If there is a change in the regulatory classification of the Bonds that occurs on or after the issue date of the Bonds (a “**Regulatory Event**”), Issuer may, at its option, redeem the Bonds, in whole at a redemption price equal to outstanding principal amount subject to adjustment on account of “Loss Absorbency” and “Other Events” mentioned in this Summary Term Sheet, together with any accrued but unpaid interest to (but excluding) the date fixed for exercising call option on such Bonds. Any redemption upon the occurrence of a Regulatory Event will be subject to the provisions described under “Call Notification Time” and conditions (ii) and (iii) enumerated under “Condition for exercise of Call Option”. RBI may permit the Issuer to exercise the Regulatory Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the Call Option is exercised. A Regulatory Event is also deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e. Bonds is excluded from the Consolidated Tier 1 Capital of the Bank.

1.11 DUE DATE OF PAYMENT



The Interest on the Bonds will be paid on 21st February every year till redemption of the Bonds subject to the provisions of Coupon Discretion in the Summary Term Sheet. In case the Bank decides to exercise Coupon Discretion as per the terms of the Issue, no Interest shall be payable in that year subject to the conditions mentioned in the exercise of such Coupon Discretion. If the date of payment of Interest / redemption of principal does not fall on a Business Day, the payment of interest / principal shall be made in accordance with SEBI Operational Circular.

1.12 RIGHT TO ACCELERATE PAYMENTS

The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (Coupon or principal) except in bankruptcy and liquidation of the Issuer.

1.13 REIMBURSEMENT OF EXPENSES

The Bank shall reimburse all sums paid by the Bondholders and/or the Trustee under Article 2.2(ii) or otherwise howsoever within 30 days from the date of notice of demand from the Bondholders and/or the Trustee, as the case may be.

 Issuer	 Trustee
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However, the Trustee shall not be obligated to incur any costs and expenses in performance of its duties under this Deed including duties under Article 2(ii) of this Deed.

1.14 RESTRICTION ON PREFERENTIAL PAYMENTS

Subject to the terms of the Placement Memorandum, the Bank shall pay and discharge all its liabilities to the Bondholders under this deed without preferring one over the other.

1.15 PLACE AND MODE OF PAYMENT BY THE BANK

Payment of Interest and repayment of principal shall be made by way of direct credit/ NECS/RTGS/ NEFT mechanism or any other permitted method at the discretion of the issuer.

1.16 MODE OF TRANSFER OF BONDS

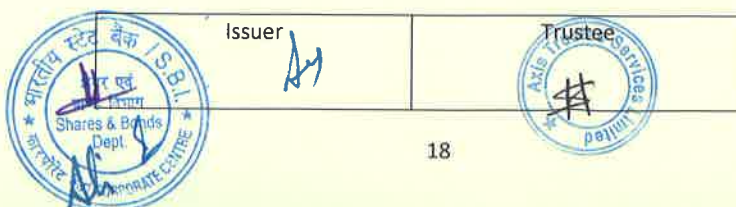
The Bonds may be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/Depository Participant of the transferor/transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Bonds held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Bank.

1.17 BONDS FREE FROM EQUITIES

The Bondholders will be entitled to their Bonds free from equities or cross claims by the Bank against the original or any intermediate holders thereof.

1.18 BOND HOLDERS NOT ENTITLED TO SHAREHOLDERS' RIGHTS

Other than such rights available to the Bondholders under applicable laws, the Bondholders will not be entitled to any of the rights and privileges available to the shareholders of the Bank. The Bond(s) shall not confer upon the Bondholders the right to receive notice, or to attend and vote at the general meetings of the Bank.



1.19 **BOND CERTIFICATES**

- 1.19.1 Subject to the completion of all statutory formalities within time frame prescribed in the relevant regulations/Act/rules etc., the initial credit akin to a 'Letter of Allotment' in the beneficiary account of the investor would be replaced with the number of Bonds allotted.
- 1.19.2 The Bonds since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other applicable laws and rules notified in respect thereof.
- 1.19.3 The Bonds shall be allotted in dematerialized form only.

1.20 **LISTING OF BONDS**

The Bonds are listed on Debt segment of National Stock Exchange of India Limited and BSE Limited.

1.21 **ARTICLES OF DEED**

This document shall be read in conjunction with the Placement Memorandum and it is specifically agreed between the Trustee and the Bank that in case of any repugnancy, inconsistency or where there is a conflict between the conditions as are stipulated in the Placement Memorandum and this Deed, the provisions as contained in the Placement Memorandum shall prevail and override the provisions of this Deed to such extent of inconsistency.

ARTICLE - II
BANK'S COVENANTS

2.1 UTILISATION OF PROCEEDS OF THE BONDS

The Bank shall utilise the moneys received towards subscription of the Bonds for the purpose mentioned in the Placement Memorandum.

2.2 AFFIRMATIVE COVENANTS

Subject to applicable laws, the Bank undertakes to:

(i) NOTICE OF WINDING UP OR OTHER LEGAL PROCESS

Promptly inform the Trustee if it has notice of any order of winding up by the Central Government.

(ii) COSTS AND EXPENSES

Pay, on demand, all costs, charges and expenses reasonably incurred by the Trustee towards protection of Bondholders' interests under this deed including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating thereto.

(iii) PAY STAMP DUTY

Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Bank may be required to pay according to the laws for the time being in force in the State in relation to the Bonds and the Transaction Documents, and in the event of the Bank failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Bank shall reimburse the same to the Trustee on demand, within 10 (ten) Business Days of such demand.

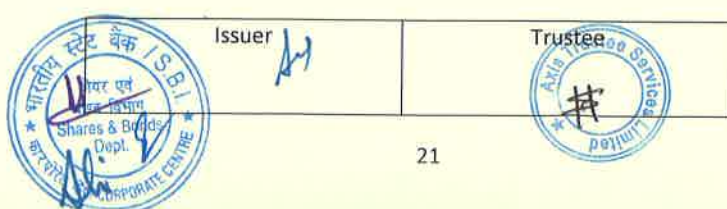
(iv) FURNISH INFORMATION TO TRUSTEE

- A. Give to the Trustee or its nominee(s) such information/copies of relevant extracts as may be required to be furnished by the Bank under the SEBI (Debenture Trustee) Regulations, 1993, SEBI Debt Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (and amendments thereto from time to time) and other SEBI/statutory regulations, to the extent applicable to the Bank. It is hereby clarified that the Trustee shall have the right to inspect the registers of the Issuer and to take copies and extracts thereof (in accordance with Applicable Laws).

- B. In the performance of the duties of the Trustee (as stipulated in Article (iv)(A) above), the Bank shall bear all costs, charges and expenses incidental to such examination and investigation.
- C. During the effectiveness of this Deed, the Issuer shall:
- (a) Maintain the Register of Bondholders with the Registrar (currently, Alankit Assignments Ltd., 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi - 110055;
 - (b) Keep proper books of account as required under applicable laws and keep the said books of account at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Issuer will ensure that all entries in the same shall at all reasonable times be open for inspection of the Trustee;
 - (c) Furnish to the Trustee such information (including copies of the reports, balance sheets, profit and loss accounts etc.) as may be reasonably required by the Trustee;
 - (d) Inform the Trustee (if required under Applicable Laws):
 - (i) prior to declaring or distributing interest;
 - (ii) before any change in nature and conduct of its business;
 - (iii) of any change in composition of its Board of Directors (when such change may lead to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
 - (iv) of any amalgamation, merger, demerger or reconstruction scheme proposed by the Bank³;
 - (v) regarding covenants and their breaches, if any⁴
 - (e) Comply with all guidelines/directions issued by any regulatory authority in relation to the Issue; and
 - (f) Furnish to the Trustee, on a quarterly basis, quarterly report containing the following particulars:
 - (i) updated list of the names and addresses of the Bondholders;
 - (ii) details of interest due but unpaid and reasons thereof;
 - (iii) details of payment of interest made on the Bonds in the immediately preceding calendar quarter; and
 - (iv) The number and nature of grievances received from the Bondholders and (a) resolved by the Issuer, and (b) unresolved by the Issuer and reasons for the same.

³ Required as per SEBI DTD format

⁴ SEBI DTD format



(v) **GRIEVANCE REDRESSAL**

Promptly and expeditiously attend to and redress the grievances, if any, of the Bondholders. The Bank further undertakes that it shall consider the suggestions and directions that may be given in this regard, from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.

- (vi) The Bank hereby further agrees and undertakes that during the currency of this deed it shall abide by the guidelines/listing requirements if any, issued from time to time by the Securities and Exchange Board of India (SEBI)/Reserve Bank of India (RBI).
- (vii) In terms of regulation 18.6 of the SEBI Debt Regulations the Bank hereby submits the following BGL account details from which it proposes to pay the redemption amount and interest amount and hereby pre-authorises Trustee to seek debt redemption payment and interest payment related information from the said bank.

Bank Account Details:



- a) Name of Bank: State Bank of India
b) Account No: 4697315039990 / 4697314039991

The Bank hereby further agrees and undertakes that it shall also inform the Trustee and Bondholders of any change in above BGL account details within 1 working day of such change.

(viii) **Recovery Expense Funds:**

The Bank has created the recovery expenses funds in terms of the Regulation 15 (1) (h) of the SEBI (DT) Regulation, 2020 and Regulation 11 of SEBI Debt Regulations and SEBI REF Circular dated 22.10.2020, as applicable in the manner as may be specified by the SEBI from time to time. Further, Issuer hereby agree and undertake to comply with provisions of recovery expenses as per Applicable Laws.

- (ix) The Bank shall also furnish to the Trustee at the end of every year from the Deemed Date of Allotment a half yearly certificate regarding compliance with all covenants, in respect of Bonds, by the Statutory auditor, along with half yearly financial results in terms of SEBI (LODR) Regulations, 2015 as may be amended from time to time.
- (x) The Bank shall furnish to Trustee all information/ documents required to be submitted to the Trustee, to enable it to carry out the due diligence and make the

 Issuer	 Trustee
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necessary disclosures on its website, in terms of the SEBI circular dated November 12, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and circular dated May 19, 2022 titled “revised format of security cover certificate, monitoring and revision in timelines”, as may be applicable.

- (xi) The Bank hereby further agrees and undertakes that subject to Applicable Law during the currency of this Deed it shall abide by the guidelines/ listing requirements, if any, issued from time to time by the Securities and Exchange Board of India (SEBI) and Reserve Bank of India (RBI) in relation to the Bonds, including without limitation the SEBI (Debenture Trustees) Regulation, 1993, SEBI Debt Regulations, SEBI (Listing Obligations and Disclosure Requirements) 2015 as amended from time to time and take steps as may be required from time to time.

(xii) **REGISTER OF BONDHOLDERS**

A Register of Bondholders shall be maintained with the Registrar at Alankit Assignments Ltd., 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi - 110055; and such Register shall be closed fifteen (15) days prior to each Interest Payment Date and Redemption Date.

In case of dissolution/bankruptcy/insolvency/winding up of Bondholder(s), the Bond certificates shall be transmittable to the legal representative(s) / successor(s) or the liquidator, as the case may be, in accordance with the applicable provisions of law on such terms as may be deemed appropriate by the Bank.

The Issuer shall request the Depository viz., NSDL and CDSL to provide a list of Bondholder(s)/ Beneficial Owner(s) as at the end of day, 1 (one) day prior to the start of the Record Date. All interest and principal sums becoming due and payable in respect of the Bonds will be paid to the registered holder thereof for the time being or in the case of joint-holders, to the person whose name stands first in the Register of Bondholders, at such address or to the credit of such account as is available with the Issuer on the relevant Record Date.

(xiii) **COVENANT TO PAY DUES AND INTEREST⁵**

The Bank covenants with the Trustee that it shall pay to the Bondholders the dues in relation to the Bonds together with premium, if any, as per the terms of this Deed and the Placement Memorandum.

⁵ As per SEBI DTD format

(xiv) The Bank shall submit to the stock exchange for dissemination, along with the quarterly/annual financial results, the following information⁶:

- a) Credit rating of the Bonds or change in credit rating;
- b) Previous due date for the payment of interest/principal and whether the same has been paid or not;
- c) Next due date for the payment of interest/principal;
- d) A statement indicating material deviations, if any in utilisation of the proceeds of the Bonds.

2.3 NEGATIVE COVENANTS:-

Without the prior written permission of the Trustees the Bank shall not:-

DIVIDEND

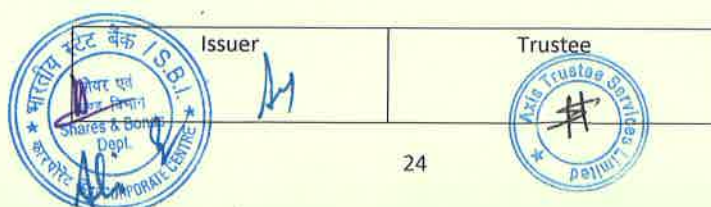
Declare or pay any dividend to its shareholders during any financial year unless it has paid all the dues to the Bondholders/Trustee up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefore. However, any non-payment of dues due to the provisions of “Coupon Discretion”, “Loss Absorbency”, “Write-down on PONV Trigger Event” and “Other Events” mentioned in this Summary Term Sheet shall not be construed as dues to the Bondholders and shall not be an event of default. Notwithstanding to the above, if the Bank has defaulted in payment of interest or redemption of Bonds as per the provisions of the Placement Memorandum, any distribution of dividend shall require approval of the Trustee⁷ till the default is cured;

2.4 MISCELLANEOUS



- 2.4.1 The Bank hereby confirms that it has taken all necessary steps to make appropriate disclosures (as required under applicable laws) in the Placement Memorandum. Notwithstanding the aforesaid, the Bondholders are believed to (i) be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments (including the Bonds), (ii) to have carefully read and noted the contents of the Placement Memorandum and made their own independent assessment of the merit of the investment in Bonds, (iii) to have consulted their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from investment in the Bonds, and (iv) to have made their own independent evaluation and judgment before making investment in the Bonds.

⁶ As per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, however this requirement is not applicable to unsecured bonds issued by financial entities for meeting their capital requirements

⁷ Required as per Reg 22 of SEBI (NCS) Regulations 2021





- 2.4.2 The Trustee "ipso facto" do not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by Bondholders for subscription of the Bonds.
- 2.4.3 Provided however that notwithstanding anything to the contrary contained herein, the obligations stated in article 2 hereof and other covenants undertaken by the Issuer hereunder and the Placement Memorandum shall only be applicable to the Issuer to the extent such covenants are not barred and/or not applicable to the Bank under Applicable Laws prevailing at such point of time.

 Issuer	 Trustee
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ARTICLE - III
WAIVER

- 3.1 The Trustee may, from time to time, or at any time, after obtaining the consent of the Majority Bondholders, waive on such terms and conditions as to them shall seem expedient any breach by the Bank of any of the covenants and provisions contained in this Deed without prejudice to the rights of the Trustee in respect of any subsequent breach thereof.
- 3.2 Notwithstanding the aforesaid, where the Trustee determines such breach to be of a formal, negligible, minor or technical nature, the Trustee may, at any time, without prejudice to the rights of the Trustee in respect of any subsequent breach thereof, waive on such terms and conditions as it shall deem expedient any such breach by the Issuer.

<p>Issuer</p> 	<p>Trustee</p> 
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ARTICLE – IV
EVENTS OF DEFAULT AND REMEDIES

- 4.1 Upon the occurrence of one or more of the events specified in this Article IV, the Trustee may, in its discretion, and shall, upon request in writing of the Bondholders of an amount representing not less than three-fourths in value of the nominal amount of the Bonds for the time being outstanding or by a special resolution duly passed at the meeting of the Bondholders (held in accordance with the provisions set out in Schedule I hereto), by a notice in writing to the Bank initiate the following course of action:
- a. take up the matter regarding default with the Bank and seek clarification in relation to remedial steps being taken in relation to such event;
 - b. initiate necessary steps towards recovery of dues in terms of SEBI/statutory/regulatory guidelines/applicable but subject to the provisions of State Bank of India Act, 1955, RBI Guidelines and Summary Term Sheet, in accordance with the terms of the Placement Memorandum and Applicable Law.
- 4.1A It is hereby clarified that notwithstanding anything to the contrary contained herein, the Bondholders and/or the Trustee shall not have the right to accelerate the repayment of future scheduled payments (Coupon or repayment) in relation to the Bonds upon the occurrence of any event described herein or in the Placement Memorandum, other than in the case of bankruptcy and liquidation of the Bank.
- 4.1B It is hereby clarified that, subject to the terms of the SBI Act and RBI Guidelines, if the Issuer goes into liquidation:
- A. Before the Bonds have been written-off: then the Bonds will absorb losses in accordance with the order of seniority as specified in the Placement Memorandum and as per usual legal provisions governing priority of charges; or
 - B. After the Bonds have been written-off: the Trustee (acting for the Bondholders) will have no claim on the proceeds of liquidation.
- 4.1C It is hereby clarified that, subject to the provisions of the SBI Act and the Banking Regulation Act, 1949 (as amended from time to time and to the extent applicable to the Issuer), if the Issuer is amalgamated with any other bank:
- (a) If the Bank is amalgamated with any other bank before the Bonds have been written-down, the Bonds will 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-down temporarily, the amalgamated entity can write-up these Bonds as per its discretion.
- (c) If the Bank is amalgamated with any other bank after the Bonds have been written-down permanently, these Bonds cannot be written up by the amalgamated entity.

4.1D Notwithstanding anything to the contrary contained herein, on the occurrence of an Event of Default, the Trustee shall follow the standard operating procedure as may be stipulated by SEBI from time to time (as presently set out in the SEBI Defaults (Procedure) Circular), to the extent applicable.

4.1.E It is hereby clarified that any expenses/costs incurred by the Trustee in undertaking any actions under this article 4.1 shall be borne by the Bank at actual.

4.1.F The Trustee shall send a notice to the Bondholders within 3 (three) days of the Event of Default by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery or through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained⁸.

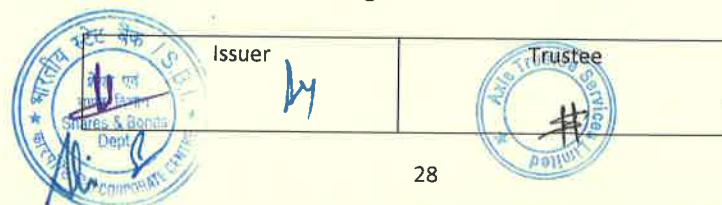
4.1G The notice shall contain the following:

- (a) request for positive consent for signing of the ICA;
- (b) the time period within which the consent needs to be provided by the Debenture Holder(s), viz. consent to be given within 15 days from the date of notice or such revised timelines as prescribed under Applicable Law; and
- (c) the date of meeting to be convened (which shall be within 30 days of the occurrence of Event of Default).

Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

4.1.H The Trustee shall take necessary action of entering into the ICA or take any other action as decided in the meeting of Bondholders based on the decision of the Bondholders with Special Majority, including the decision of formation of a representative committee of the Bondholders to participate in the ICA or as may be decided in the meeting of Bondholders. Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Bondholders under the Bonds and be responsible to take decisions [which shall be

⁸ Clause 4.1F to Clause 4.1L have been inserted in light of SEBI DTD format



binding on the specific ISIN level Bondholders relating to ICA matters, or take any other action as may be decided by the Bondholders, from time to time.

4.1.I The Trustee(s) may in accordance with the decision of the Bondholders, sign the ICA and consider the resolution plan, if any, on behalf of the Bondholders in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

4.1.J The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):

- (a) to levy default interest on overdue amounts as per the terms of issue;⁹ and
- (b) to exercise such other rights as the Bondholders may deem fit under Applicable Law.

4.1.K The Trustee after obtaining consent of Bondholders for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund¹⁰.

4.1.L All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred in connection with:-

- (a) collection of amounts due under this Deed, shall be payable by the Bank.

4.2 **EVENTS OF DEFAULT**

a) **DEFAULT IN PAYMENT OF COUPON**

In case of default in payment of Coupon amount on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.

Notwithstanding anything stated in this Deed, it is clarified that cancellation of discretionary payments or any exercise of Coupon Discretion, Write-down on PONV Trigger Event, Loss Absorbency and Other Events shall not be deemed

⁹ Applicable in case of privately placed debentures as per SEBI ILNCS Circular dated August 10, 2021 which provide that in case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period

¹⁰ As per SEBI(DT) Amendment Regulations, 2020 read with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22nd October, 2020

 Issuer	 Trustee
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to be an event of default and no default interest shall be payable on occurrence of any aforesaid events.

a) SUPPLY OF MISLEADING INFORMATION

If (a) any information given by the Bank in the Placement Memorandum or (b) any other information furnished or warranties provided by the Bank to the Bondholders/ Trustee under this Trust Deed or any other agreement in relation to the Issue, is/are misleading or incorrect in any material respect.

b) INABILITY TO PAY DEBTS/INSOLVENCY

If any proceeding for taking the Bank into liquidation or insolvency, either voluntarily or compulsorily, have been commenced or the Bank is voluntarily or involuntarily dissolved.

c) CEASE TO CARRY ON ITS BUSINESS

If the Bank ceases or threatens to cease to carry on its business or gives notice of its intention to do so.

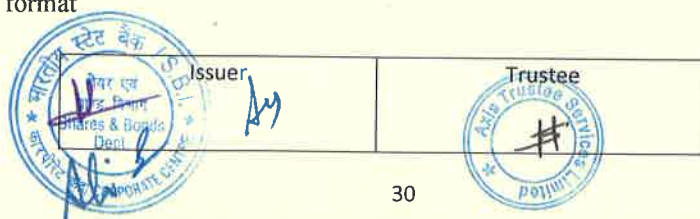
Notwithstanding anything contained to the contrary above, any action or exercise of any right or performance of any duty by the Debenture Trustee or the Bondholders in relation to any Events of Default as listed above, shall be subject to the provisions of the RBI Guidelines and and/or the written instructions received from the RBI in this regard, which will have an overriding and binding effect on the Bondholders. For avoidance of doubt, it is hereby clarified that nothing stated herein shall prejudice the rights of RBI, to provide for write off of the Bonds, in accordance with RBI Guidelines.

d) Default in payment of dues on Bonds¹¹

Any default by the Bank in the payment dues in relation to Bonds including of any installment of interest of the Bonds, as and when the same shall have become due and payable.

Notwithstanding anything stated in this Deed, it is clarified that cancellation of discretionary payments or any exercise of Coupon Discretion, Write-down on PONV Trigger Event, Loss Absorbency and Other Events shall not be regarded as default by the Bank under this clause.

¹¹ As per SEBI DTD format



e) **Closure of Bank's business¹²**

Subject to the provisions of clause 4.1B, and 4.1C when the business of the Bank has been closed under the order of RBI / Central Government as per the provisions of the governing laws.

f) **Breach¹³**



Any breach of the terms of the Placement Memorandum and/or this Deed is committed.

4.3 **NOTICES ON THE HAPPENING OF AN EVENT OF DEFAULT**

If any event of default or any event which, after the notice, or lapse of time, or both, would constitute an event of default has happened, the Bank shall, forthwith give notice thereof to the Bondholders/Trustee in writing specifying the nature of such event of default, or of such event.

¹² As per SEBI DTD format

¹³ As per SEBI DTD format

	Issuer		Trustee
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ARTICLE – V

RIGHTS, POWERS AND DISCRETIONS OF THE TRUSTEE

5.1 GENERAL RIGHTS, POWERS AND DISCRETIONS

- A. In addition to the other powers conferred on the Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Deed nor of any statute limiting the liability of the Trustee, it is expressly declared as follows:-
- (i) The Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Bank or by the Trustee or otherwise;
 - (ii) Save as herein otherwise expressly provided the Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof;
 - (iii) With a view to facilitating any dealing under any provisions of these presents the Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;
 - (iv) The Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all persons interested hereunder;
 - (v) The Trustee shall have the right to do all acts or deeds and take such actions as may be required to be taken by the Trustee as per the terms and provisions of this Deed and/or under the SEBI Debt Regulations, the SEBI (Debenture Trustees) Regulations, 1993, SEBI (Listing Obligations and Disclosure Requirements) Regulation 2015 (to the extent such laws and regulations are applicable to the Issuer), for the purpose of exercising its rights and performing its duties and obligations under the Deed, the SEBI Debt Regulations, the SEBI (Debenture Trustees) Regulations, 1993 (to the extent such laws and regulations are applicable to the Issuer), writings and instruments referred to in this Deed.

 Issuer	 Trustee
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- (vi) The Trustee shall have the right to rely on notices, communications, advertisement, website information of issuer and any other related party with respect to issue etc.,¹⁴

PROVIDED NEVERTHELESS that nothing contained in this Deed shall exempt the Trustee from or indemnify them against any liability for breach of trust or any specific obligations cast upon them under the Applicable Laws nor any liability which by virtue of any rule or law would otherwise attach to them in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

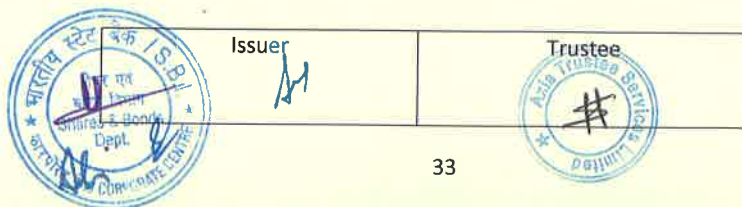
Notwithstanding anything contained herein, no clause in the Debenture Trust Deed shall have the effect of:

- (a) limiting or extinguishing the obligations and liabilities of the Trustee or the Bank in relation to any rights or interests of the holders of the Bonds;
- (b) limiting or restricting or waiving the provisions of the SEBI Debt Regulations and circulars or guidelines issued by the SEBI; and
- (c) indemnifying the Trustee or the Bank for loss or damage caused by their act of negligence or commission or omission.

B. It is hereby clarified that:

- (i) The Bondholders have irrevocably given their consent to and authorised the Trustee or any other agents or authorised officials to do and undertake various actions under the Transaction Documents.
- (ii) All rights and remedies under this Deed and/or other Transaction Documents shall rest in and be exercised by the Trustee subject to Clause 5.1 hereof without having it further referred to the Bondholders.
- (iii) Any payment made by the Issuer to the Trustee on behalf of the Bondholders shall discharge the Issuer *pro tanto* to the Bondholders.
- (iv) No Bondholder shall be entitled to proceed directly against the Issuer unless the Trustees, having become so bound to proceed, fail to do so.
- (v) The Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees

¹⁴ As per SEBI DTD format



by the Bondholders 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 Trustee.

- (vi) The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the SEBI (Debenture Trustees) Regulations, 1993 (to the extent such laws and regulations are applicable to the Issuer), SEBI Monitoring Circular this Deed, Placement Memorandum and all other related Transaction Documents, with due care and diligence (including the Trustee's duty to carry out such acts as are necessary for the protection of the Bondholders' rights and resolving their grievances).
- (vii) call for and obtain periodic status/ performance reports / valuation reports / utilization reports or any other documents from the Bank, as may be required by the Trustee to comply with its obligations under the Applicable Laws including for creation and maintenance of Recovery Expense Fund and Debenture Redemption Reserve (as may be applicable) in relation to the Bonds¹⁵;




5.2 **POWER OF TRUSTEE TO DELEGATE**

The Trustee hereof being a body corporate, may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them act by an officer or officers for the time being of the Trustee and the Trustee may also, whenever they think it expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in them be these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit. The Trustee shall, in case of delegation of any powers/rights, intimate the Issuer within 3 (three) days of such delegation.

5.3 **POWERS OF TRUSTEE TO EMPLOY AGENTS**

The Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them in connection with the trust hereof and also their reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents including matters which might or should have been attended to in person by the Trustee.

¹⁵ As per SEBI DTD Format

	Issuer 	Trustee 
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5.4 TRUSTEE MAY CONTRACT WITH THE BANK

Neither the Trustee nor any agent of the Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Bank or with itself in the ordinary course of business of the Trustee or from undertaking any banking, financial or agency services for the Bank or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or Bonds or Bond stocks or any other securities whatsoever of the Bank or in which the Bank may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Bank or being concerned or interested in any such contract or arrangement or transaction which any other Bank or person not being a Trustee would be entitled to enter into with the Bank and they shall not be in anywise liable to account either to the Bank or to the Bondholders for any profits made by them thereby or in connection therewith and the Trustee or any agent of the Trustee shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them or him.



5.5 RETIREMENT AND REMOVAL OF TRUSTEE

(i) **Resignation:**

- (a) The Trustee may at any time, after giving 30 (thirty) days prior written notice to the Issuer, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the trustee, provided that such Trustee shall continue to act as Trustee until a successor trustee is appointed by the Bank.
- (b) The Bank shall, upon receipt of notice of resignation issued by the Trustee, take prompt steps to appoint another entity competent to act as trustee for the Bondholders in place of the Trustee (the “Successor Trustee”).
- (c) In case of resignation of the Trustee, the Trustee shall, within a period of 7 (seven) days from the date it ceases to act as the Trustee, refund/ return to the Issuer the pro rata Annual Service Charges (under Article 5.6.1 hereof) paid to the Trustee by the Issuer.

(ii) **Removal :**

The Bondholders may for sufficient cause but, after giving not less than 2 (two) months notice in writing to the Trustee and the Bank, remove the Trustee by passing a Special Resolution (in accordance with Schedule I hereof) to that effect, and by the same resolution nominate an entity competent to act as their trustee and require the Bank to appoint

 Issuer	 Trustee
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such entity as the “Successor Trustee”. The Bank shall within 15 days of receipt of such resolution passed by the Bondholders take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.

(ii) Successor Trustee as the Trustee

Upon identification of a Successor Trustee, pursuant to sub-clause (i) or (ii) above (as the case may be), and upon execution of the deed of accession (substantially in the form set out in Schedule II hereof), the Successor Trustee shall be deemed to have been appointed as the Trustee and all references in this Deed to the ‘Trustee’ shall, upon execution of the aforesaid deed of accession (substantially in the form set out in Schedule II hereof), unless repugnant to the context, mean and refer to the Successor Trustee, and the Successor Trustee shall without any further act or deed succeed to all the powers and authorities of the Trustee as if it had been originally appointed as the Trustee.

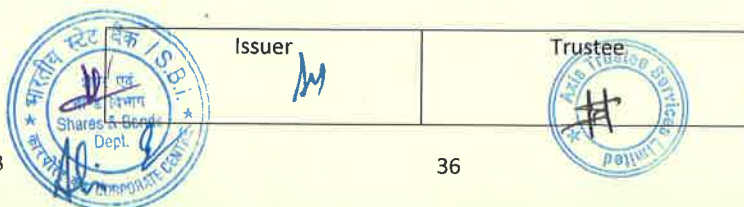
5.6 TRUSTEE’S REMUNERATION

5.6.1 The Bank shall pay to the Trustee remuneration for their services (as Trustee), as per the Trustee’s consent letter No. dated ... February 2023 in addition to all legal, travelling and other costs, charges and expenses ¹⁶which the Trustee or their officers, employees or agents may incur in relation to execution of the trust hereof and all other documents pertaining to Bonds and the remuneration shall continue to be payable until the Trustee hereof shall be finally discharged. The Bank shall promptly pay, and in any event before any interest or penalty becomes payable, the fees, duty, Taxes and charges of any nature whatsoever payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Deed and/or any such amendment, supplement or waiver.

5.6.2 The Issuer shall not be required to pay any compensation to the Trustee on premature termination of this Deed, save and except for pro-rata fees and expenses that the Trustee may be entitled to for the period of time already served by it as a Trustee. Provided that if at the time of the premature termination of this Deed, the Trustee had already been paid in excess of such pro-rata amounts that it was entitled to for the period of time served by it as a Trustee, the excess amounts shall be reimbursed to the Issuer without any interest thereon.

5.6.3 Arrears of instalments of annual service charges, if any, shall carry interest at the rate specified in consent letter till the actual payment.

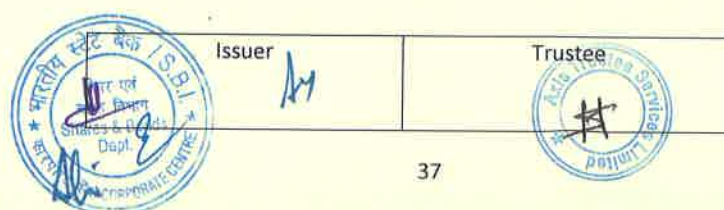
¹⁶ As per SEBI DTD format



5.7 **TRUST / REALISATION OUT OF COMPENSATION MONEY**

- 5.7.1 The Trustee shall hold UPON TRUST the monies, received by them arising out of any realisation whatsoever from the Issuer in relation to the Bonds.
- 5.7.2 The Trustee shall, in the first place, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about calling in, collection, conversion or the exercise of the powers and trusts under these presents, including their remuneration as herein provided. The remaining monies arising as aforementioned shall be payable to the satisfaction of all outstanding amounts in relation to any other Bondholders, creditors of the Issuer to which the Bondholders are subordinated to, whether now or in future in accordance with the terms of the Transaction Documents.
- 5.7.3 Further to the aforementioned, any amount remaining for the benefit of the Bondholders shall be applied:
- (a) **FIRSTLY**, in or towards payment to the Bondholders *pari passu* of all arrears of interest including Default Interest remaining unpaid on the Bonds (in accordance with Applicable Law) held by them without any preference of one Bondholder over the other;
 - (b) **SECONDLY**, in or towards payment to the Bondholders *pari passu* of all principal amounts owing on the Bonds held by them and without any preference of one Bondholder over the other whether the said principal amounts shall or shall not then be due and payable;
 - (c) **THIRDLY**, the surplus (if any) of such monies to the person or persons entitled thereto.





Provided that, if the Trustee is of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Bonds has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Bondholders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which sum ultimately realised from the proceeds under any action under Article 4 hereof may be sufficient to pay.



ARTICLE – VI

PROVISIONS FOR MEETING OF BONDHOLDERS AND OTHER PROVISIONS IN RELATION TO BONDS

- 6.1 The provisions set out in Schedule I hereto shall apply to the meetings of the Bondholders.
- 6.2 The Bonds shall not, except as provided in the Companies Act and to the extent applicable to SBI, confer upon the holders thereof any rights or privileges available to the members of the Issuer including the right to receive notices or Annual Reports of, or to attend and/or vote, at the General Meeting of the Issuer.
- 6.3 The Issuer shall be entitled, from time to time, to undertake further borrowings or incur further indebtedness in any manner as deemed fit by it in its discretion, without consent of or notice to the Bondholders, or any of them and/or the Trustee, including by issuance of debentures, bonds, loans, inter-corporate deposits, borrowings and/or indebtedness by or under co-acceptances and/or guarantees, and/or any other means as deemed fit by it, and on such terms as deemed fit by it, including on interest / coupon rate, tenor, ranking, etc, and from any Person as deemed fit by it.

 Issuer 	 Trustee 
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ARTICLE - VII
NOTICES

7. NOTICES

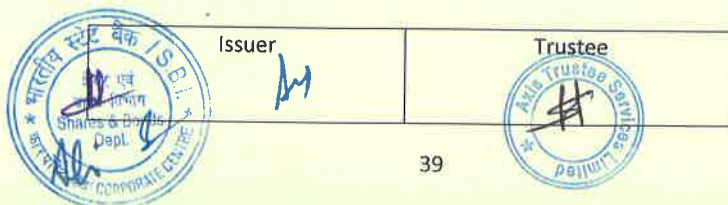
- 7.1 All notices required to be given by the Issuer or by the Trustees to the Bondholders shall be deemed to have been given if sent by ordinary post/ courier /email to the original sole/ first allottees of the Bonds and/ or if published in one English daily newspaper having nation -wide circulation and one regional language newspaper.
- 7.2 All notices required to be given by the Bondholder(s), including notices referred to under "Payment of Interest" and "Payment on Redemption" shall be sent by registered post or by hand delivery to the Issuer or to such persons at such address as may be notified by the Issuer from time to time.
- 7.3 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed may be given by facsimile, by email or by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address or the fax numbers set out hereunder and/or any other address subsequently notified to the other Party for the purposes of this article 7.3 and shall be deemed to be effective (a) in the case of email, upon the sending of the email by the author thereof; (b) in the case of registered mail, 3 (three) calendar days after posting, (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (d) in the case of personal delivery, at the time of delivery.

Notices to the Issuer:

State Bank of India , Shares & Bonds Department
14th Floor, State Bank Bhavan,
Madame, Cama Road, Mumbai-400 021
Attention: General Manager (Shares & Bonds)
Ph no.: 022 22740840
Email: gm.snb@sbi.co.in

Notices to the Trustee:

Axis Trustee Services Limited
Address: The Ruby, 2nd Floor, SW, 29,
Senapati Bapat Marg, Dadar West,
Mumbai – 400 028.
Contact Person : Mr. Anil Grover – Chief Operating Officer
Tel: 022-62300451
Fax: 022-62300700
Email: debenturetrustee@axistrustee.in
Website: www.axistrustee.com



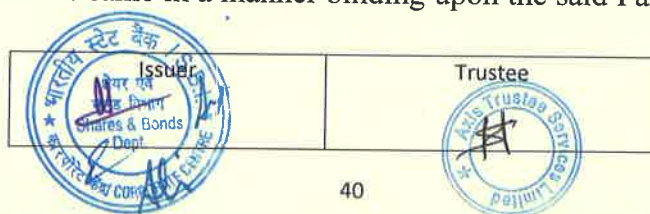
ARTICLE - VIII
MISCELLANEOUS

8.1 GOVERNING LAW AND JURISDICTION

This Deed and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of India the courts and tribunals at Mumbai, Maharashtra, India shall have exclusive jurisdiction to decide any disputes or adjudicate on any matter in relation to this Deed.

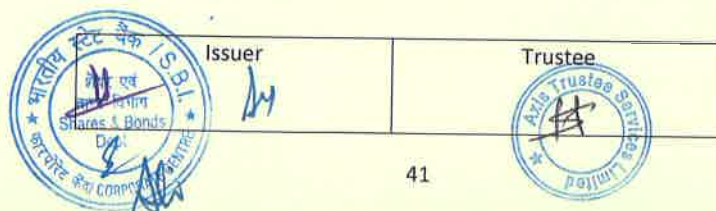
8.2 OTHER TERMS

- (i) **Entire Deed:** Except as otherwise agreed to in writing, this Deed represents the entire understanding between the Parties and shall supersede any previous agreement or understanding between the Parties in relation to all or any such matter contained herein.
- (ii) **Severability:** Each provision of these presents shall be considered severable and if for any reason any provision of these presents is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to Indian law or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of these presents which are valid. In that case, these presents shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, these presents shall be construed to omit such invalid or unenforceable provisions. Following the determination that any provision of these presents is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores these presents as nearly as possible to its original intent and effect.
- (iii) **No Waiver, Cumulative Remedies:** No failure to exercise, and no delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any right, power or privilege. All powers and remedies granted to any Party hereto the intention being that all other agreements, instruments and documents executed in connection with this Deed shall e cumulative may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law.
- (iv) **Authority to sign Deed:** Each signatory to this Deed represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Deed to execute the same in a manner binding upon the said Party and that all



corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.

- (v) **Counterparts:** This Deed may be executed in duplicate of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Deed by signing any one or more such documents or counterparts.
- (vi) **Variation:** No variation, modification, amendment or waiver of any provision of this Deed shall be binding on any Party unless and to the extent that such variation is recorded in a written document executed by each Party hereto, but where any such document exists and is so signed, such Party shall not allege that such document is not binding by virtue of an absence of consideration.
- (vii) **Stamp Duty:** Each Party agrees that this Deed is subject to a stamp duty as applicable and requisite stamp duty has been paid on this Deed and each Party hereby irrevocably waives any defence to its admission in evidence that this Deed is inadequately stamped.
- (viii) **Effectiveness of the Deed -** This Deed shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Bonds have been fully paid-off or written-off, as per the terms of the Placement Memorandum.
- (ix) **Disclosures:** The Issuer confirms that necessary disclosures in accordance with the regulatory requirements have been made in the Placement Memorandum, as provided/to be provided to the Bondholders. It is understood and acknowledged that the Bondholders deem to have carefully read and noted the contents of the Placement Memorandum; the Bondholders have made their own independent assessment, evaluation and judgment of the merit of investment in the Bonds and the Issuer by consulting their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Bonds and also possess the appropriate resources to analyse such investments and suitability of such investment to such Investor's particular circumstance and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.



SCHEDULE - I
PROVISIONS FOR THE MEETINGS OF THE BONDHOLDERS

The following provisions shall apply to the meetings of the Bondholders:

1. The Trustee or the Bank may, at any time, and the Trustee shall at the request in writing of the holder(s) of Bonds representing not less than one- tenth in value of the nominal amount of the Bonds for the time being outstanding or on the happening of any event, which constitutes a breach or default or breach of covenants (as specified in the Placement Memorandum and/or this Deed) or which in the opinion of the Trustee affects the interest of the Bondholders¹⁷, convene a meeting of the Bondholders. Any such meeting shall be held at such place in the city where the Registered Office of the Bank is situated or at such other place as the Trustee shall determine.
2. (i) A meeting of the Bondholders may be called by giving not less than twenty-one days' notice in writing.
(ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i), if consent is accorded thereto by holders of Bonds representing not less than 95% (ninety five percent) of the Bonds for the time being outstanding.
3. (i) Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
(ii) Notice of every meeting shall be given to:-
 - (a) every Bondholder in the manner provided in the Debenture Trust Deed;
 - (b) the persons entitled to a Bond in consequence of death or insolvency of a Bondholder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and
 - (c) the auditor or auditors of the Bank/Issuer.




¹⁷ As per Regulation 15(2) of SEBI DT Regs.

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Registered Office of the Bank, the statement of material facts need not be annexed to the notice as required by that section but it shall be mentioned in the advertisement that the statement has been forwarded to the Bondholders.

4. The accidental omission to give notice to, or the non- receipt of notice by, any Bondholder or other person to whom it should be given shall not invalidate the proceedings at the meeting.
5. (i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director and the Manager, if any. Provided that where any item of business as aforesaid to be transacted at a meeting of the Bondholders relates to, or affects, any other Bank, the extent of shareholding interest in that Bank of every Director, and the Manager, if any, of the first mentioned Bank shall also be set out in the statement if the extent of such shareholding interest is not less than twenty per cent of the paid up share capital of that other Bank.
- (ii) Where any item of business relates to the approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

6. Quorum

- (i) Five Bondholders, personally present shall be the quorum for the meeting of the Bondholders and the provisions of following sub-clause (ii) shall apply with respect thereto.
 - (ii) If, within half an hour from the time appointed for holding a meeting of the Bondholders, a quorum is not present, the meeting, if called upon the requisition of the Bondholders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Bondholders present shall be the quorum.
7. (i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Bondholders personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.

	Issuer 	Trustee 
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- (ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act, the Chairman elected on a show of hands exercising (for the time being) all the powers of the Chairman under the said provisions.
 - (iii) If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
8. The Trustee and the Directors of the Bank and their respective Solicitors may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands by the Bondholders (present and voting) unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
10. Before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by at least five Bondholders or by holder(s) of Bonds representing not less than one-tenth of the nominal amount of the Bonds for the time being outstanding, whichever is less, present in person or by proxy.
11. (i) A poll demanded on a question of adjournment shall be taken forthwith.
- (ii) A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made, as the Chairman may direct.
12. At every such meeting each Bondholder (present and voting) shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every Bond of which he is a holder in respect of which he is entitled to vote.
13. (i) Any Bondholder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Bondholder or not) as his proxy to attend and vote instead of himself.
- (ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Bondholder entitled to attend and vote is



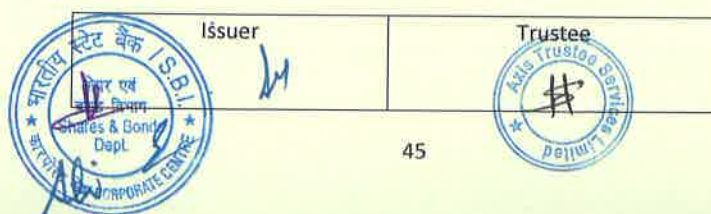
Issuer	Trustee
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entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Bondholder.

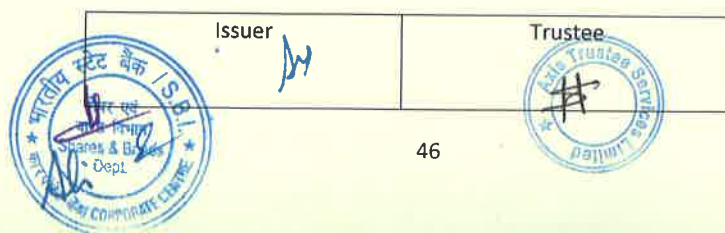
- (iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of attorney shall be deposited at the Registered Office of the Bank not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
- (iv) The instrument appointing a proxy shall:-
 - (a) be in writing; and
 - (b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- (v) The instrument appointing a proxy shall be in any of the forms set out at the foot of Annexure "D" to The Companies (Central Government's) General Rules and Forms, 1956, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles.
- (vi) Every Bondholder entitled to vote at a meeting of the Bondholders of the Bank on any resolution to be moved thereat shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Bank, provided not less than three days' notice in writing of the intention so to inspect is given to the Bank.
- (vii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Bond in respect of which the proxy is given Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Bank at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

14. On a poll taken at any meeting of the Bondholders a Bondholder entitled to more than one vote or his proxy or other person entitled to vote for him, as the





case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.

15. (i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.
(ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
(iii) Of the two scrutineers appointed under this Clause, one shall always be a Bondholder (not being an officer or employee of the Bank) present at the meeting, provided such a Bondholder is available and willing to be appointed.
16. (i) Subject to the provisions of the said Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
17. In the case of joint Bondholders, the vote of the senior i.e. the first holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the other joint holder or holders.
18. The Chairman of a meeting of the Bondholders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
19. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Bondholder.
20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
21. The Chairman of any meeting shall be the sole judge of the validity of every note tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

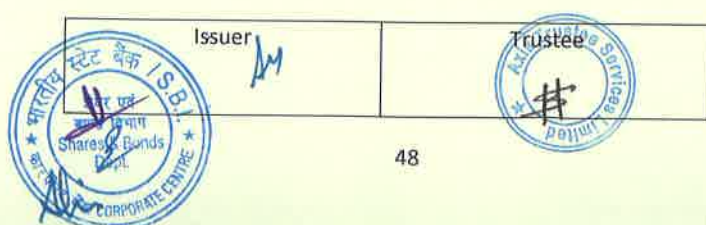


22. A meeting of the Bondholders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in Clause 23 hereof:-
- (i) Power to sanction any compromise or arrangement proposed to be made between the Bank and the Bondholders.
 - (ii) Power to sanction any modification, alteration or abrogation of any of the rights of the Bondholders against the Bank whether such right shall arise under this Deed or Bonds or otherwise.
 - (iii) Power to assent to any modification of the provisions contained in this Deed and to authorise the Trustee to concur in and execute any supplemental Deed in relation to this Deed, embodying any such modification.
 - (iv) Power to remove the existing Trustee and to appoint new Trustee in relation to this Deed and in respect of the Bonds.
 - (v) Power to give any direction, sanction, request or approval which under any provision of this Deed is required to be given by a Special Resolution.
23. The powers set out in Clause 22 hereof shall be exercisable by a Special Resolution passed at a meeting of the Bondholders duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution shall be referred to as "**Special Resolution**".
24. A Resolution, passed at a general meeting of the Bondholders duly convened and held in accordance with these presents shall be binding upon all the Bondholders, whether present or not at such meeting, and each of the Bondholders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
25. Minutes of all Resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Bank and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such Resolutions were passed or proceeding held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been

 <p>Issuer</p>	 <p>Trustee</p>
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duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

26. Notwithstanding anything herein contained, it shall be competent to all the Bondholders to exercise the rights, powers and authorities of the Bondholders under this Deed by a letter or letters, via email or any other modes of digital communication, signed by or on behalf of the Bondholders without convening a meeting of the Bondholders as if such letter or letters constituted a resolution or a Special Resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.
27. For the purpose of calculating the required percentage for any resolution under this Deed, the Bondholders who are present and voting shall be considered.
- 28 SEBI Defaults (Procedure) Circular
- (a) If any meeting of the Debenture Holders is proposed to be conducted in respect of any matter prescribed in the SEBI Defaults (Procedure) Circular, the provisions of this paragraph 28 shall apply.
- (b) Any notice for a meeting in respect of the SEBI Defaults (Procedure) Circular shall contain the details prescribed in the SEBI Defaults (Procedure) Circular, including without limitation, positive consent for signing the inter-creditor agreement, the time period within which the consent needs to be provided, and the date of meeting to be convened.
- (c) The provisions of this Schedule (applicable to meetings of the Debenture Holders) shall apply in respect of any meeting that is conducted under this paragraph 28.
- (d) Any action of the Debenture Trustee in respect of the occurrence of an Event of Default and the application of the SEBI Defaults (Procedure) Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this paragraph 28, subject to the exceptions (if any) set out in the SEBI Defaults (Procedure) Circular.
- (e) For the purposes of a meeting convened in accordance with this paragraph 28, in accordance with the SEBI Defaults (Procedure) Circular, all decisions shall require the consent of 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent) of the Debenture Holders (by number).



SCHEDULE - II
FORMAT OF DEED OF ACCESSION

THIS DEED OF ACCESSION (“Deed”) is made on _____:

BY

[●], having its registered office at [●] (hereinafter referred to as “**Successor Trustee**”, which expression shall, unless it be repugnant to the subject or context thereof, include each such person’s successors, heirs, administrators, executors, estate, legal representatives and/or assigns);

THIS DEED IS SUPPLEMENTAL to the Debenture Trust Deed dated _____ executed between the _____ (in its capacity Trustee) and the Issuer **AND WITNESSES** as follows:

1. The Successor Trustee hereby confirms that it has been supplied with a copy of the Debenture Trust Deed and all other Transaction Documents (as varied by the Parties thereto) and hereby covenants with the Issuer and the Bondholder(s) to observe, perform and be bound by all the terms thereof which are capable of applying to the Trustee under the Transaction Documents.
2. The Successor Trustee shall be deemed to be the Trustee in relation to the Bonds of the Issuer on and from the date of this Deed and shall also be deemed to be a Party to the Debenture Trust Deed and other Transaction Documents (as applicable) from such date.
3. This Deed shall be governed in all respects by the laws of India.
4. Capitalised terms used but not defined herein shall have the meaning ascribed to them in the Debenture Trust Deed.

IN WITNESS WHEREOF the authorised signatory of the Successor Trustee have caused these presents to be executed by their authorised officer the day and year first hereinabove written in the manner hereinafter appearing:

Signed by [●]
(in its capacity as the Successor Trustee)

ACKNOWLEDGED AND CONFIRMED BY:

[*name of the existing Trustee*], in its capacity as the existing Trustee,
through its authorized signatory _____

STATE BANK OF INDIA, in its capacity as the Issuer,
through its authorized signatory _____

PART B OF THE DEBENTURE TRUST DEED

Summary Term Sheet:

Security Name	8.20% SBI BASEL III AT1 BONDS
Series	Series 2022 - II
Issuer/Bank	State Bank of India
Issue Size	Aggregate total issue size not exceeding Rs. 10,000 crores with a base issue size of Rs. 2,000 crores and a green-shoe option to retain oversubscription upto Rs. 8,000 crores.
Option to retain oversubscription	Yes. Green-shoe option to retain oversubscription upto Rs. 8,000 crores.
Type of Instrument	Non-convertible, Taxable, Perpetual, Subordinated, Unsecured, Fully Paid-up Basel III compliant Additional Tier 1 Bonds in the nature of debentures of face value Rs.1 Crore each
Nature of Instrument	Unsecured, Subordinated Basel III compliant Additional Tier 1 Bonds The Bonds are neither secured nor covered by a guarantee of the Bank or related entity or other arrangements that legally or economically enhance the seniority of the claim of the Bondholder vis-à-vis other creditors of the Bank.
Seniority	The claims of the Bondholders in respect of the Bonds shall— (i) be superior to the claims of investors in equity shares and perpetual non-cumulative preference shares issued by the Bank; (ii) be subordinated to the claims of all depositors, general creditors and subordinated debt of the Bank other than any subordinated debt qualifying as Additional Tier 1 Capital; (iii) neither be secured nor covered by any guarantee of the Issuer or its related entity or other arrangement that legally or economically enhances the seniority of the claim vis -à-vis creditors of the Bank; and (iv) rank pari passu without preference amongst themselves and other Additional Tier 1 Bonds issued for inclusion in Additional Tier 1 Capital. Additional Tier 1 Capital shall have the meaning ascribed to such terms under RBI Guidelines. Notwithstanding anything to the contrary stipulated herein, the claims of the Bondholders shall be subject to the provisions of "Coupon Discretion", "Loss Absorbency",



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Trustee

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	<p>"Write-down on PONV Trigger Event", and "Other Events" mentioned in this placement memorandum (the "Placement Memorandum") and this Summary Term Sheet.</p> <p>The Bonds shall not contribute to liabilities exceeding assets of the Bank if such a balance sheet test forms part of a requirement to prove insolvency under any law or otherwise.</p>
Mode of Issue	Private Placement through EBP platform
EBP Platform	NSE
Manner of Bidding	Closed Bidding
Manner of Allotment	Uniform Yield
Eligible Investors	<p>Only those investors who are permitted to invest in this issue as per RBI Guidelines and SEBI Debt Regulations, applicable for issuance and listing of these Bonds.</p> <p>The following class of investors who fall under the definition of "Qualified Institutional Buyers" under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, are eligible to participate in the offer (being "Eligible Investors"):</p> <ul style="list-style-type: none"> (i) a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI (ii) a foreign portfolio investor ("FPIs") other than Individuals, corporate bodies and family offices, (iii) a Public Financial Institution; (iv) a Scheduled Commercial Bank (v) a multilateral and bilateral developmental financial institution (vi) a state industrial development corporation (vii) an Insurance Company registered with the Insurance Regulatory and Development Authority of India (viii) a Provident Fund with minimum corpus of Rs. 25 crores (ix) a Pension Fund with minimum corpus of Rs. 25 crores (x) National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India (xi) insurance funds set up and managed by army, navy or air force of the Union of India



Issuer

Trustee



	<p>(xii) insurance funds set up and managed by the Department of Posts, India; and</p> <p>(xiii) systemically important non-banking financial companies.</p> <p>The following class of investors are not eligible to participate in the offer:</p> <p>(i) Resident Individual Investors;</p> <p>(ii) Foreign Nationals;</p> <p>(iii) Persons resident outside India, other than FPIs;</p> <p>(iv) Overseas Corporate Bodies;</p> <p>(v) Partnership firms formed under applicable laws in India in the name of the partners;</p> <p>(vi) Hindu Undivided Families through Karta; and</p> <p>(vii) Person ineligible to contract under applicable statutory/ regulatory requirements.</p> <p>*Investment by FPIs in these Bonds raised in Indian Rupees shall be within an overall limit of 49% of the issue size subject to the restriction that investment by each FPI shall not exceed 10% of the issue size.</p> <p>Further, investment by FPIs in these Bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the RBI, SEBI or any other regulatory authorities on investment in these Bonds.</p> <p>The issuance being a private placement through the EBP Platform, the investors who have bid on its own account or through arrangers, if any, appointed by Issuer, in the issue through the said platform and in compliance with SEBI circulars on the above subject and EBP Platform operating guidelines are only eligible to apply. Any other application shall be at the sole discretion of the Issuer.</p> <p>Further, notwithstanding anything contained above, only eligible investors who have been addressed through the application form are eligible to apply.</p> <p>Prior to making any investment in these Bonds, each Eligible Investor should satisfy and assure himself/herself/itself that he/she/it is authorized and eligible to invest in these Bonds. The Bank shall be under no obligation to verify the eligibility/authority of the Eligible Investor to invest in these Bonds. Further, mere receipt of this Placement Memorandum (and/or any Transaction Document in relation thereto and/or any draft of the Transaction Documents and/or this Placement Memorandum) by a person shall not be construed as any</p>
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Issuer

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	<p>representation by the Bank that such person is authorized to invest in these Bonds or eligible to subscribe to these Bonds. If after applying for subscription to these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Bank shall not be responsible in any manner.</p> <p>Notwithstanding any acceptance of bids by the Bank on and/or pursuant to the bidding process on the Electronic Book Platform, (a) if a person, in the Bank's view, is not an Eligible Investor, the Bank shall have the right to refuse allotment of Bonds to such person and reject such person's application; (b) if after applying for subscription to these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Issuer shall not be responsible in any manner.</p>
Anchor Portion	No
Total Anchor Portion	NA
Anchor Investors and Quantum allocated to each Anchor Investor	NA
Listing	<p>Proposed on the Wholesale Debt Market (WDM) Segment of NSE and BSE. The Issuer has received in-principle approval for listing of these Bonds from NSE vide their letter Ref. No.: NSE/LIST/5955 dated 15th February 2023 and BSE vide their letter DCS/COMP/AA/IP-PPDI/618/22-23 dated 15th February 2023. Please refer to Annexure IV and V for a copy of the letters from NSE and BSE.</p> <p>The Issuer shall make listing application to BSE and NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and NSE within 3 (three) working days from the Bidding Date.</p> <p>Designated Stock Exchange for the Issue is: NSE</p>
Credit Rating	"CRISIL AA+/Stable" by CRISIL and "CARE AA+/Stable" by CARE
Minimum subscription	Not Applicable
Objects of the Issue/ Purpose for which there is requirement of funds	<p>Augmenting Additional Tier 1 Capital and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines.</p> <p>The funds being raised by the Bank through this Issue are not meant for financing any particular project. The Bank shall utilise the proceeds of the issue for its regular business activities.</p>
Details of Utilization of funds	The Bank shall utilize the proceeds of the issue for augmenting Additional Tier 1 Capital and overall capital of






Issuer

[Signature]

Trustee



	the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines.
Coupon Rate	8.20% p.a. subject to "Coupon Discretion", "Loss Absorbency", "Write-down on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet.
Step Up/Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Annual
Coupon Payment Dates	First coupon payment shall be made on 21 st February 2024 and every year thereafter, as per the coupon payment frequency mentioned above, till the redemption of the bonds.
Coupon Type (Fixed, floating or other structure) / Interest Rate Parameter	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Cumulative or Non-Cumulative	Non-Cumulative subject to "Coupon Discretion", "Loss Absorbency", "Write-down on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet.
Day Count Basis	The Coupon for each of the interest periods shall be computed as per Actual / Actual day count convention (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613) on the face value/principal outstanding at the Coupon Rate rounded off to the nearest Rupee.
	<p>The Interest Period means each period beginning on (and including) the Deemed Date of Allotment(s) or any Coupon Payment Date and ending on (but excluding) the next Coupon Payment Date. It is clarified that in case of Coupon payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty-six) days (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613).</p> <p>Illustrative interest calculation is provided in this Placement Memorandum.</p>
Working Day Convention/ Effect of Holidays	<p>'Working Day' shall be a day on which commercial banks are open for business in the city of Mumbai, Maharashtra. If the date of payment of interest/redemption of principal does not fall on a Working Day, the payment of interest/principal shall be made in accordance with as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Working Day, the payment shall be made by the Issuer on the immediately succeeding Working Day, which becomes</p>

	<p>Issuer</p> 	<p>Trustee</p> 
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	<p>the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the Bonds. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Working Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Working Day, the redemption amount shall be paid by the Issuer on the immediately preceding Working Day which becomes the new redemption date, along with interest accrued on the Bonds.</p>
Interest on Application Money	<p>Interest 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) will be paid to the applicants on the application money for the Bonds for the period starting from and including the date of realization of application money in the Issuer's bank account up to one day prior to the Deemed Date of Allotment. The Bank shall not be liable to pay any interest in case of invalid applications or applications liable to be rejected including applications made by person who is not an Eligible Investor. If the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.</p> <p>The Interest on the application money will be computed as per Actual/Actual day count convention. Income Tax at Source (TDS) will be deducted at the applicable rate on the Interest on application money.</p>
Default Interest Rate	<p>In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.</p> <p>The Issuer shall make listing application to BSE and/or NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and/or NSE within timelines mentioned in the SEBI Operational Circular. In case of delay in listing of the Bonds beyond the timelines mentioned in the SEBI Operational Circular, the Issuer shall pay penal interest at the rate of 1% p.a. over the coupon rate for the period of delay to the investor.</p> <p>If the Bank fails to execute the trust deed within the prescribed timelines under the applicable law, the Bank shall also pay interest of 2% p.a. to the investors, over and above the agreed coupon rate, till the execution of the trust deed.</p>



Issuer



Trustee

Tenor	Perpetual
	The Bonds are perpetual and there is no maturity date.
Redemption Date	Not Applicable
Redemption Amount	Not Applicable In case of redemption due to exercise of call option or otherwise in accordance with RBI Guidelines, the Bonds shall be redeemed at par along with interest accrued till one day prior to the Call Option Date subject to adjustments and/or write-off on account of "Coupon Discretion", "Loss Absorbency", "Write-down on PONV Trigger Event" & "Other Events" as mentioned in this Summary Term Sheet.
Premium/Discount on redemption	Nil
Issue Price	At par (Rs.1 crore per Bond)
Discount at which security is issued and the effective yield as a result of such discount.	Nil
Put Option	Not Applicable
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Issuer Call Option	The Bank may, at its sole discretion but subject to the "Condition for exercise of Call Option", elect to exercise a call on the Bonds (in whole) on 21 st February 2033 [being the 10 th anniversary of the Deemed Date of Allotment] or any anniversary date thereafter (the "Issuer Call Date").
Tax Call	<p>If there is any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated thereunder) in India or any change in the official application of such laws, regulations or rulings (a "Tax Event") Issuer may, at its option, redeem the Bonds, in whole at a redemption price equal to outstanding principal amount subject to adjustment on account of "Loss Absorbency", "Write-down on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet, together with any accrued but unpaid interest to (but excluding) the date fixed for exercising call option on such Bonds. Any redemption upon the occurrence of a Tax Event will be subject to the provisions described under "Call Notification Time" and conditions (ii) and (iii) enumerated under "Condition for exercise of Call Option".</p> <p>RBI may permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Event at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the call option is exercised.</p>



Issuer

[Signature]



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Regulatory Call	<p>If there is a change in the regulatory classification of the Bonds that occurs on or after the issue date of the Bonds (a "Regulatory Event"), Issuer may, at its option, redeem the Bonds, in whole at a redemption price equal to outstanding principal amount subject to adjustment on account of "Loss Absorbency" and "Other Events" mentioned in this Summary Term Sheet, together with any accrued but unpaid interest to (but excluding) the date fixed for exercising call option on such Bonds. Any redemption upon the occurrence of a Regulatory Event will be subject to the provisions described under "Call Notification Time" and conditions (ii) and (iii) enumerated under "Condition for exercise of Call Option". RBI may permit the Issuer to exercise the Regulatory Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the Call Option is exercised.</p> <p>A Regulatory Event is also deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e., Bonds is excluded from the Consolidated Tier 1 Capital of the Issuer.</p>
Condition for exercise of Call Option	<p>Exercise of Issuer call option by the Bank will be subject to the conditions mentioned below:</p> <ul style="list-style-type: none"> (iv) The call option can be exercised only after a minimum of five years from the Deemed Date of Allotment; (v) To exercise a call option the Bank shall require prior approval of RBI; and (vi) Bank shall not exercise a call unless: <ul style="list-style-type: none"> a) The Bond is replaced 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 bank; or <p>The Bank demonstrates that its capital position is well above the minimum capital requirements after the call option is exercised.</p>
Call Option Date	<p>21st February 2033, or any anniversary date thereafter, subject to Tax Call / Regulatory Call.</p> <p>In case of Tax Call or Regulatory Call, the date may be as specified in the notice to Trustee.</p>
Call Option Price	<p>At par, along with interest accrued till one day prior to the Call Option Date subject to adjustments and/ or write-off on account of "Coupon Discretion", "Loss Absorbency", "Write-down on PONV Trigger Event" & "Other Events" mentioned in this Summary Term Sheet.</p>
Put Notification Time (Timelines by which the Issuer	Not Applicable.



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need to intimate investor before exercising the put)	
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Any redemption of the Bonds on account of exercise of Call Option i.e., Issuer Call, Tax call and Regulatory Call shall be subject to the Issuer giving not less than twenty-one (21) calendar days prior notice to the Bondholders and Trustee.
Face Value	Rs. 1 crore per Bond.
Minimum Application and in multiples of Bonds thereafter / Minimum Bid Lot	1 Bond and in multiples of 1 Bond thereafter.
Trading Lot	1 Bond.
Description regarding Security	Unsecured and Subordinated
Undertaking on creation of Security	Not Applicable. The Bonds are unsecured in nature and hence no permission or consent from any earlier creditor is required for security creation.
Issue Timing Bid Opening Bid Closing Date Issue Opening/ Closing Date Pay-in Date Deemed Date of Allotment	 20 th February 2023 20 th February 2023 20 th February 2023 21 st February 2023 21 st February 2023
Date of earliest closing of the issue, if any.	Not Applicable
Issuance mode	In Demat mode only.
Trading Mode	In Demat mode only.
Settlement Mode of the Instrument	Payment of interest and repayment of principal shall be made by way of credit through direct credit/ National Electronic Clearing Service/ RTGS/ NEFT mechanism or any other permitted method at the discretion of the Issuer. The pay-in of subscription money for the Bonds shall be made as per EBP guidelines through clearing corporation (NSE Clearing Corporation).
Settlement Cycle for EBP	T+1 (issuance)
Depository	National Securities Depository Limited and Central Depository Services (India) Limited.
Record Date	15 calendar days prior to each Coupon Payment Date / Call Option Date or the Redemption Date (as the case may be). In the event the Record Date falls on a day which is not a Working Day, the succeeding Working Day will be considered as Record Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Other than as mentioned in this summary term sheet and Debenture Trust Deed there are no additional covenants of the Issue.
Transaction documents	The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the issue: 1. Letter appointing Axis Trustee Services Limited as Trustee to the Bondholders;



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	<ol style="list-style-type: none"> 2. Debenture Trustee Agreement/ Bond Trustee Agreement / Debenture Trust Deed (as required); 3. Rating Letter from rating agency CRISIL and CARE; 4. Tripartite agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form; 5. Tripartite agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form; 6. Listing Agreement with BSE and NSE; and 7. The Placement Memorandum with the application form.
Conditions precedent to subscription of Bonds	<p>The subscription from applicants shall be accepted for allocation and allotment by the Bank, subject to the following:</p> <ol style="list-style-type: none"> a) Rating Press Release from CRISIL and CARE; b) Consent Letter from the Trustee to act as Trustee to the Bondholder(s); c) In-principle approval for listing of bonds from BSE d) In-principle approval for listing of bonds from NSE e) Consent letter from the RTA; and f) And any other documents customary for this transaction
Conditions subsequent to subscription of Bonds	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per terms of this Placement Memorandum:</p> <ul style="list-style-type: none"> • Making application to BSE and/or NSE within the timelines prescribed by SEBI.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer. It is further clarified that cancellation of discretionary payments or any exercise of Coupon Discretion, Write-down on PONV Trigger Event, Loss Absorbency and Other Events shall not be deemed to be an event of default.</p> <p>The Issuer or the Trustee may call for meeting of Bondholders as per the terms of the Debenture Trust Deed (to be executed). E-voting facility may be provided, if applicable subject to compliance with regulatory guidelines. In case of any decision that requires a special resolution at a meeting of the Bondholders duly convened and held in accordance with provisions contained in Debenture Trust Deed (to be executed) and applicable law, the decision shall be passed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded or e-voting facility is used, by a majority representing not less than three-fourths in value of the votes cast on such poll. Notwithstanding anything contained above, if any regulations/ circular/ guidelines issued by SEBI/RBI or any other relevant regulator require the voting to be held in a particular manner, the provisions contained in such regulations/ circular/ guidelines shall prevail. The Debenture Trust Deed (to be executed) shall contain the</p>



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	provisions for the meetings of the Bondholders and manner of voting. Subject to applicable law and regulatory guidelines, a meeting of the Bondholders, may consider the proposal for joining the inter creditor agreement, if applicable, and the conditions for joining such inter creditor agreement, if applicable, will be made part of the meeting agenda and the Trustee will follow the process laid down vide SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020.
Creation of recovery expense fund	The Issuer has created the Recovery Expense Fund in accordance with SEBI Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
Treatment in Bankruptcy/ Liquidation/Insolvency	The Bond will not contribute to liabilities exceeding assets of the Bank if such a balance sheet forms part of a requirement to prove insolvency under any law or otherwise.
Prohibition on Purchase / Funding of Bonds	Neither the Bank nor any 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.
Provisions related to Cross Default	Not Applicable
Role and Responsibilities of Trustee to the Issue	The Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustee 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 Trustee. The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and all other applicable SEBI Regulations, the Debenture Trustee Agreement, Placement Memorandum and all other related Transaction Documents, with due care, diligence and loyalty.
Risk factors pertaining to the Issue	The Bonds issued are subject to the "Coupon Discretion", "Loss Absorbency", "Write-down on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet. Please refer to the section on Risk Factors on page no. 29 of the Placement Memorandum for risks related to this issue of Bonds.
Coupon Discretion	(i) The Bank shall have full discretion at all times to cancel Coupon either in part or full in order to meet the eligibility criteria for perpetual debt instruments under RBI Guidelines. On cancellation of payment of Coupon, these payments shall be extinguished, and the Bank shall have no obligation to make any distribution/Coupon payment in cash or kind. (ii) The Bonds do not carry a 'dividend pusher' feature i.e., if



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	<p>the Bank makes any payment (coupon/dividend) on any other capital instrument or share, the Bank shall not be obligated to make Coupon payment on the Bonds.</p> <p>(iii) Cancellation of Coupon shall not be an event of default.</p> <p>(iv) Bank shall have full access to cancelled Coupon to meet obligations as they fall due.</p> <p>(v) Cancellation of Coupon shall not impose any restrictions on the bank except in relation to distributions to common stakeholders.</p> <p>(vi) Coupons, unless cancelled by the Bank, shall be paid out of distributable items as defined in RBI Guidelines. In this context, Coupon may be paid out of current year profits. However, if current year profits are not sufficient, Coupon may be paid subject to availability of:</p> <ol style="list-style-type: none"> Profits brought forward from previous years, and/or Reserves representing appropriation of net profits, including statutory reserves, and excluding share premium, revaluation reserve, foreign currency translation reserve, investment reserve and reserves created on amalgamation. <p>The accumulated losses and deferred revenue expenditure, if any, shall be netted off from (a) and (b) to arrive at the available balances for payment of Coupon.</p> <p>If the aggregate of: (i) profits in the current year; (ii) profits brought forward from the previous years and (iii) permissible reserves as at (b) above, excluding statutory reserves, net of accumulated losses and deferred revenue expenditure are less than the amount of coupon, only then the Bank shall make appropriation from the statutory reserves. In such cases, banks shall report to the Reserve Bank within twenty-one days from the date of such appropriation in compliance with Section 17(2) of the Banking Regulation Act 1949.</p> <p>However, payment of Coupons on the Bonds from the reserves is subject to the Bank meeting minimum regulatory requirements for Common Equity Tier 1, Tier 1 and Total Capital ratios including the additional capital requirements for Domestic Systemically Important Banks at all times and subject to the restrictions under the capital buffer frameworks (i.e., capital conservation buffer and counter cyclical capital buffer in terms of paragraphs 15 and 17 respectively of the Basel III Guidelines.)</p> <p>(vii) Coupon on the Bonds shall not be cumulative. If Coupon is cancelled or not paid or paid at a rate lesser than the Coupon Rate, such unpaid and/or cancelled Coupon will not be paid in future years.</p>
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Dividend Stopper	<p>The Bonds shall have a "dividend stopper arrangement" which shall oblige the Bank to stop dividend payments on equity/ common shares in the event of Bondholders not being paid Coupon. If any Coupon is cancelled, then from the date of which such cancellation has first been notified (a "Dividend Stopper Date"), the Bank will not:</p> <ul style="list-style-type: none"> (i) Declare or pay any discretionary distribution or dividend or make any other discretionary payment on, or directly or indirectly exercise its discretionary right to redeem, purchase, cancel, reduce or otherwise acquire its Common Equity Tier 1 Capital (other than to the extent that any such distribution, dividend or other payment or right is declared or exercised before such Dividend Stopper Date or where the terms of the instrument do not at the relevant time enable the Bank to cancel or defer such payment or exercise of right); or (ii) Pay discretionary interest or any other discretionary distribution on, or directly or indirectly exercise its discretionary right to redeem, purchase, cancel, reduce or otherwise acquire, any of its instruments or securities ranking, as to the right of payment of dividend, distributions or similar payments, pari passu with the Bonds (excluding securities the terms of which stipulate mandatory redemption), <p>in each case unless or until (A) the occurrence of the next Coupon Payment Date, following the Dividend Stopper Date, on which payment of Coupon amount has resumed and such Coupon (payable on such Coupon Payment Date) has been paid in full, or (B) the prior approval of the Bondholders has been obtained via an extraordinary resolution (as per the mechanism stipulated in the Debenture Trust Deed, when executed).</p> <p>For the avoidance of doubt, the Dividend Stopper will not:</p> <ul style="list-style-type: none"> (i) stop payment on another instrument where the payments on such an instrument are not fully discretionary; (ii) prevent distributions to shareholders for a period that extends beyond the point in time at which interest on the Bonds is resumed; (iii) impede the normal operation of the Bank, including actions in connection with employee share plans or any restructuring activity, including acquisitions and disposals; or (viii) impede the full discretion that the Bank has, at all times, to cancel distributions or payments on the Bonds nor act in a way that could hinder the recapitalization of the Bank.
Loss Absorbency	The Bonds (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent) are issued



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	<p>subject to loss absorbency features applicable for non-equity capital instruments issued in terms of Basel III Guidelines including in compliance with the requirements of Annex 4 thereof and are subject to certain loss absorbency features as described herein and required of Additional Tier 1 capital instruments at the Pre-Specified Trigger level and at the Point of Non Viability as provided for in Annex 16 of the aforesaid circular as amended from time to time.</p> <p>Accordingly, the Bonds and the Bondholders claim, if any, against Bank, wherever situated, may be written-off, in whole or in part, upon the occurrence of the following trigger events:</p> <p>(i) Pre-Specified Trigger Level (ii) Point of Non-Viability ("PONV").</p> <p>(i) Loss Absorption at Pre-Specified Trigger Level</p> <p>If the Common Equity Tier 1 of the Bank falls below 6.125% of Risk Weighted Assets ("RWA") referred to hereinabove is called the "Pre-Specified Trigger Level".</p> <p>A write-off of the Bonds may have the following effects:</p> <ol style="list-style-type: none"> reduce the claim of the Bond in liquidation; reduce the amount to be re-paid on the Bond when call is exercised; partially or fully reduce Coupon payments on the Bond. <p>The write-down of any Common Equity Tier 1 capital shall not be required before a write-down of any AT1 instruments (including the Bonds). The Bank shall have full discretion to determine the amount of AT1 Instruments (including the Bonds) to be written down subject to the amount of write-down not exceeding the amount which would be required to bring Common Equity Tier 1 ratio to minimum required levels under RBI Guidelines. Further, the aggregate amount to be written-down for all AT1 Instruments on breaching the trigger level shall be at least the amount needed to immediately return the bank's Common Equity Tier 1 ratio to the trigger level (i.e., Common Equity Tier 1 from write-down generated under applicable Indian Accounting Standards or RBI instructions net of contingent liabilities, potential tax liabilities etc., if any) or, if this is not possible the full principal value of the instruments. When the Bank breaches a Pre-Specified Trigger Level and the equity is replenished through write-down, such replenished amount of equity will be excluded from the total equity of the Bank for the purpose of determining the proportion of earnings to be paid out as dividend in terms of rules laid down for</p>
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	<p>maintaining capital conservation buffer. However, once the Bank has attained total common equity ratio of 8% without counting the replenished equity capital that point onwards, the Bank may include the replenished equity capital for all purposes. The Bank shall have the discretion to write-down the Bonds multiple times in case the Bank hits Pre-Specified Trigger Level subsequent to the first write-down. The Bonds which have been written off can be written up (partially or full) at the absolute discretion of the Bank and subject to compliance with RBI instructions (including permission, consent if any).</p> <p>(ii) Loss Absorption at Point of Non-Viability ("PONV").</p> <p>The Bonds can be permanently written down upon the occurrence of the PONV Trigger (as per the section "Write-down on Trigger Event" below). PONV trigger event shall be as defined in the aforesaid Basel III Guidelines and shall be determined by the RBI.</p> <p>RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise. In any case it should be noted that following writing-off of the Bonds and claims and demands as noted above neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to the Bondholder or any other person claiming for or on behalf of or through such holder and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated.</p> <p>Unless otherwise specified in this Placement Memorandum, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/amendment thereof), whether senior or pari passu or subordinate, and whether Additional Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds and there is no right available to the Bondholder hereof or any other person claiming for or on behalf of or through such holder to demand or seek that any other regulatory capital be subject to prior or simultaneous write-off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.</p>
Write-down on Point of Non-Viability (" PONV ") Trigger	<p>The Bonds are issued subject to Basel III Guidelines on PONV as amended from time to time (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent), and at the option of the RBI, can be permanently written down upon the occurrence of the trigger event, called "Point of Non-Viability Trigger" ("PONV Trigger").</p>



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	<p>The PONV Trigger event is the earlier of:</p> <ol style="list-style-type: none"> a decision that a permanent write-off without which the Bank would become non-viable, is necessary, as determined by the Reserve Bank of India; and 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. <p>The amount of non-equity capital to be written-off will be determined by RBI.</p> <p>When the Bank breaches a PONV Trigger Level and the equity is replenished through write-down, such replenished amount of equity will be excluded from the total equity of the Bank for the purpose of determining the proportion of earnings to be paid out as dividend in terms of rules laid down for maintaining capital conservation buffer. However, once the Bank has attained total common equity ratio of 8% without counting the replenished equity capital that point onwards, the Bank may include the replenished equity capital for all purposes.</p> <p>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 order of write-off of the Bonds shall be as specified in the order of seniority as per this Placement Memorandum and any other regulatory norms as may be stipulated by the RBI from time to time.</p> <p>The Bonds can be written-down multiple times in case the Bank hits the PONV Trigger Level subsequent to the first write-down. The Bonds which has been written off shall not be written up.</p> <p>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. The Bondholders shall not have any residual claims on the Bank (including any claims which are senior to ordinary shares of the Bank), following any trigger event.</p> <p>In any case it should be noted that following writing-off of the Bonds and claims and demands as noted above neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to the Bondholder or any other person claiming for or on behalf of or through such holder and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated. Unless otherwise</p>
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	<p>specified in this Placement Memorandum, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/amendment thereof), whether senior or <i>pari passu</i> or subordinate, and whether an Additional Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds and there is no right available to the Bondholder hereof or any other person claiming for or on behalf of or through such holder to demand or seek that any other regulatory capital be subject to prior or simultaneous write-off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.</p> <p>For these purposes, the Bank may be considered as non-viable if:</p> <p>The Bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the RBI unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern. The difficulties faced by the 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 would include write-off / conversion of non-equity regulatory capital into common shares in combination with or without other measures as considered appropriate by the RBI.</p> <p>The Bank facing financial difficulties and approaching a PONV will be deemed to achieve viability if within a reasonable time in the opinion of RBI, 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 write off of Bonds/ public sector injection of funds are likely to:</p> <ol style="list-style-type: none"> Restore depositors'/investors' confidence; Improve rating /creditworthiness of the Bank and thereby improve its borrowing capacity and liquidity and reduce cost of funds; and Augment the resource base to fund balance sheet growth in the case of fresh injection of funds. <p>The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write-off.</p> <p><i>Treatment of Bonds in the event of Winding-Up:</i></p>
Other Events	<p>Subject to the provisions of The State Bank of India Act, 1955 as amended from time to time</p> <ol style="list-style-type: none"> If the Bank goes into liquidation before the Bonds have been written-down, the Bonds will absorb



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	<p>losses in accordance with the order of Seniority as specified in the Placement Memorandum and as per usual legal provisions governing priority of charges.</p> <p>b) If the Bank goes into liquidation after the Bonds have been written-down, the holders of these instruments will have no claim on the proceeds of liquidation.</p> <p><i>Amalgamation of a banking company: (Section 44 A of Banking Regulation Act, 1949)</i></p> <p>Subject to the provisions of the State Bank of India Act, 1955 and/or Banking Regulation Act, 1949 as amended from time to time</p> <p>(a) If the Bank is amalgamated with any other bank before the Bonds have been written-down, the Bonds will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.</p> <p>(b) If the Bank is amalgamated with any other bank after the Bonds have been written-down temporarily, the amalgamated entity can write-up these Bonds as per its discretion.</p> <p>(c) If the Bank is amalgamated with any other bank after the Bonds have been written-down permanently, these Bonds cannot be written up by the amalgamated entity.</p> <p><i>Scheme of reconstitution or amalgamation of a banking company</i></p> <p>Subject to the provisions of the State Bank of India Act, 1955 and/or Banking Regulation Act, 1949 as amended from time to time:</p> <p>If the relevant authorities decide to reconstitute the Bank or amalgamate the Bank with any other bank under the Section 45 of Banking Regulation Act, 1949, the 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-down of AT1/Tier 2 instruments will be activated. Accordingly, the Bonds may be written-down permanently before amalgamation / reconstitution in accordance with these rules.</p>
Order of claim of Additional Tier 1 instruments	The order of claim of various types of Regulatory capital instruments issued by the Bank and that may be issued in future shall be as under:



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	<p>Additional Tier 1 instruments shall be superior to the claims of investors in equity shares and perpetual non-cumulative preference shares issued by the Bank and subordinate to the claims of all depositors, general creditors and subordinate debt of the Bank other than any subordinate debt qualifying as Additional Tier 1 capital of the Bank. Additional Tier 1 debt instruments will rank pari passu without preference amongst themselves and other debt instruments irrespective of the date of issue classifying as Additional Tier 1 Capital in terms of Basel III Guidelines and shall be on pari-passu ranking with holders of other Additional Tier 1 instruments issued by the Bank.</p> <p>Provided, however, the aforesaid seniority shall vary and shall be subject to change, if so, specified in the RBI Guidelines.</p> <p>However, the claims of the Bondholders shall be subject to the provisions of Coupon Discretion, Loss Absorbency, Write-down on PONV Trigger Event and Other Events mentioned above.</p>
Repurchase/Buy-Back/ Redemption	<p>The outstanding principal amount of the Bonds (e.g., through repurchase or redemption) can be repaid subject to the prior approval of RBI. The Bank shall repurchase/ buy-back / redeem the Bonds only if:</p> <ol style="list-style-type: none"> The Bonds are replaced 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 Bank; or The Bank demonstrates that its capital position is well above the minimum capital requirements after the repurchase/buy-back / redemption. Conditions specified in the RBI Guidelines at such time have been satisfied
Re-capitalization	Nothing contained in this Summary Term Sheet or in any other Transaction Documents shall hinder re-capitalization by the Bank by any manner whatsoever.
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 courts of Mumbai, Maharashtra.



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IN WITNESS WHEREOF the Parties have caused these presents and the duplicate thereof to be executed by their authorised officials on the day, month and year first above written as hereinbefore appearing.

SIGNED AND DELIVERED BY STATE BANK OF INDIA, within named Bank, by the hand of its authorized official General Manager, Shares & Bonds, pursuant to the Resolution of the Central Board of the Bank passed in this behalf on the 18th day of February, 2020.

कुले भारतीय स्टेट बैंक
For State Bank of India

महाप्रबंधक / General Manager
(शेयर एवं बाण्ड / Shares & Bonds)
कारपोरेट केन्द्र मुंबई / Corporate Centre, Mumbai

SIGNED AND DELIVERED BY Axis Trustee Services Limited, the within named Trustee, by the hand of Mr./Ms. Harshik Shah, its

Deputy Manager.

Authorized Signatory

Issuer

Trustee

