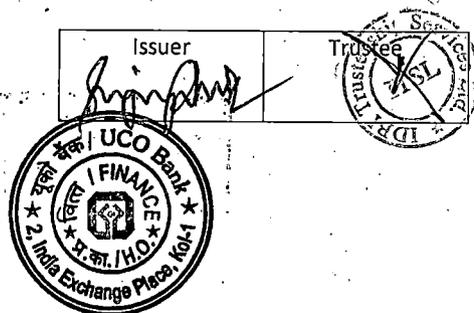


पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 561865

THIS DOCUMENT FORMS PART OF DEBENTURE TRUST DEED DATED 18.03.2023 ENTERED INTO BETWEEN UCO BANK AND IDBI TRUSTEESHIP SERVICES LIMITED IN CONNECTION WITH ISSUANCE OF BASEL III ADDITIONAL TIER I BOND AGGREGATING TO Rs.500 CRORE



(Wherever the context so requires, *the Issuer and the Trustee are collectively referred to as the "Parties" and individually as the "Party".*)

WHEREAS:

A. With a view to augment the Tier I capital (as per the terms defined in Basel III Guidelines), and overall capital base of the Bank for strengthening its capital adequacy and for enhancing its long term resources, in accordance with RBI guidelines, the board of directors of the Bank at its meeting held on 03.01.2023 approved the proposal for raising of Tier I Capital through issuance of Unsecured, Subordinated, Perpetual, Non-Convertible Fully Paid Up, Taxable, Basel III Compliant Additional Tier I Bonds in the nature of Debenture (Series I) Bonds having a face value of INR 1 Crore (Rupees One crore only) per bond at par aggregating to total issue size not exceeding INR 500 crore (Rupees Five crore only) with a base issue size of up to 100 bonds of Rs.100 crore (Rupees One hundred crore) and a green shoe option to retain over subscription upto Rs. 400 crore (Rupees Four hundred crore Only) (hereinafter referred to as the "Bonds") as per Part B of this Debenture Trust Deed and as follows:

1. In relation to the aforesaid, the Bank proposes to issue the Basel III compliant Tier I Bonds (as defined hereinafter) on a private placement basis under the placement memorandum dated 16.03.2023 (the "Placement Memorandum").
2. IDBI Trusteeship 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

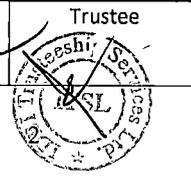
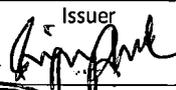
DEFINITIONS AND INTERPRETATIONS

A1. Definitions

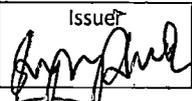
In these presents unless anything is inconsistent to the subject or context therewith, all capitalized terms used but not defined hereunder shall have the meanings assigned to them under the Placement Memorandum. The expressions listed below shall have the following meanings:

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	An entity 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
Bondholder(s)	Any person or entity holding the Bonds and whose name appears in the list of Beneficial Owners provided by the Depositories.
Beneficial	Bondholder(s) holding Bond(s) in dematerialized form (Beneficial Owner of the Bond(s) as

Issuer
Trustee



Owner(s)	defined in clause (a) of sub-section of Section 2 of the Depositories Act, 1996).
Board/ Board of Directors	The Board of Directors or Committee thereof, unless otherwise specified.
Business Days/Working Days	Business days/ working days shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Kolkata, West Bengal are open for business.
CDSL	Central Depository Services Limited
Coupon Interest or	Shall have the meaning ascribed to the term in the Placement Memorandum.
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 or delegated authority 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.
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 Bank	UCO Bank
Majority Bondholders	Shall mean such of the Bondholders who represent not less than ¾ (three fourths) of the aggregate outstanding principal amounts of all Bonds outstanding from time to time.
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	Placement Memorandum dated 16.03.2023 for private placement of the Bonds by UCO Bank.
PONV	The Point of Non-Viability for the Bank as determined by the RBI as per the RBI Guidelines.
Rs. Or INR	Indian Rupee

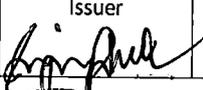






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RBI	Reserve Bank of India
RBI Guidelines or Basel III Guidelines	Master circular no. DOR.CAP.REC.3/21.06.201/2022-23 dated Apr 01, 2022 which consolidates all instructions on the matter of Basel III Capital Regulations ("Master Circular") covering terms and conditions for issue of Perpetual Debt Instruments ("PDIs") for inclusion in Additional Tier 1 Capital (Annex 4 of the Master Circular) and minimum requirements to ensure loss absorbency of Additional Tier 1 instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the point of non-viability (Annex 16 of the Master Circular) as amended or replaced 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 KFin Technologies Ltd
SEBI	The Securities and Exchange Board of India, constituted under the SEBI Act, 1992
SEBI Act	Securities and Exchange Board of India Act, 1992, as amended from time to time
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 NCS Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, issued vide Circular No. SEBI/LAD-NRO/GN/2021/39 dated August 9, 2021, as amended from time to time read with SEBI Operational Circular 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 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 Issue Details in Placement Memorandum/ Part B of this Deed.
The Issue or the Offer or Private Placement	Private Placement of the Bonds at par by UCO Bank as per the terms of the Placement Memorandum.
Tier-I Capital	Shall have the meaning ascribed to such term under the RBI Guidelines
Transaction Documents	Shall have the meaning ascribed to the term under the Placement Memorandum
Trustee	Trustee for the Bondholders in this case being IDBI Trusteeship Services Limited

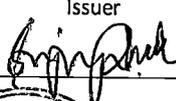
Issuer





A2. Interpretation

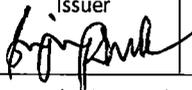
In this Deed, unless the context otherwise requires:

- (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;
- (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;
- (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;

Issuer	Trustee
	



- (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) Interest payable on the Bonds will be calculated on the basis of actual number of days elapsed in a year of 365 (three hundred sixty five) days in a normal year and 366 (three hundred and sixty six) days in a leap year;
- (xxi) Words and abbreviations which have, well known technical or trade/commercial meanings are used in the Deed in accordance with such meanings;
- (xxii) 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;
- (xxiii) 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
- (xxiv) 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 there under or under such re-enactment.

Issuer 	Trustee 
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ARTICLE - I
DESCRIPTION OF BONDS

1.1 AMOUNT OF BONDS

For the purpose of augmenting Tier I capital (As per the terms defined in Basel III guidelines), and overall capital of the Bank, for strengthening its capital adequacy & for enhancing its long-term resources, in accordance with RBI guidelines 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 Unsecured, Subordinated, Perpetual, Non-Convertible Fully Paid Up, Taxable, Basel III Compliant Additional Tier I Bonds in the nature of Debenture of face value of INR 1 Crore each at par aggregating to total issue size not exceeding INR 500 crores (Rupees Five Hundred crore) with a base issue of up to 100 Bonds of Rs.100 crore (Rupees One Hundred Crore) and green shoe option to retain over subscription upto of Rs.400 crore (Rupees Four hundred crore) (hereinafter referred to as the "**Bonds**") on the terms and conditions contained in the Placement Memorandum for private placement issued by the Bank (hereinafter referred to as the "**Placement Memorandum**").

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 Unsecured, Subordinated, Perpetual, Non-Convertible Fully Paid Up, Taxable, Basel III Compliant Additional Tier I Bonds in the nature of Debenture of face value of INR 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 preference amongst themselves and other debt instruments irrespective of the date of issue classifying as Tier I Capital in terms of RBI Guidelines.;
- (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.

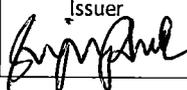
The terms of the Bonds specified in the Placement Memorandum ("**Terms of the Bonds**") shall be binding on the Issuer, the Bondholders and all persons claiming by, through or under any of them. In the event of any conflict between this Deed and the Terms of the Bonds, the Terms of the Bonds shall prevail. 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 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 17.03.2023 (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, IDBI Trustee Service Ltd. (ITSL) has agreed to act as the Trustee for the Bondholders in respect of the Bonds.

Issuer  



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 and when monies paid in excess of the amount of Bonds applied for in the application form.. 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 SEBI Operational Circular.

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 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**

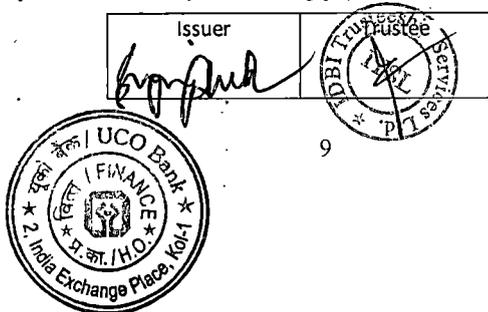
The face value of the Bonds outstanding, after adjustments and write-off on account of "Loss Absorbency", "Write-down on PONV Trigger Event" and "Other Events" as mentioned in the Placement Memorandum, shall carry interest at the coupon rate as mentioned in Part B of this Deed (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable).

Payment of Coupon at fixed rate of interest on the Bonds is subject to the terms of Placement Memorandum, including clauses on Coupon Discretion, Dividend Stopper, Loss Absorption Features, Loss Absorption at Pre-Specified Trigger Level and Write Down on PONV as contained in the Placement Memorandum.

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 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.

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.

If any Coupon Payment Date falls on a day which is not a Working Day (Business days/ working days shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in the Kolkata, West Bengal are open for business), payment of interest will be made on next business day without liability for making payment of interest for the delayed period.



(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 3 working days of the issue Closure Date, 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.

c) **Delay in execution of Debenture Trust Deed**

The Issuer shall execute the Debenture Trust Deed within the timelines prescribed by Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide Circular No. SEBI/LAD-NRO/GN/2021/39 dated August 9, 2021 as amended. In case of a delay in execution of Debenture Trust Deed, the Issuer will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed.

1.5 LOSS ABSORBENCY

1.5.1 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 Tier I instruments at the Point of Non-Viability as provided for in Annex 16 of the aforesaid circular as amended from time to time.

1.5.2 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 event A) Point of Non – Viability ("PONV"). B) Pre-Specified Trigger Level

1.5.3 At the option of the RBI, the Bonds may be permanently written off upon occurrence of a trigger event ('Point of Non-Viability (PONV) Trigger' or PONV Trigger). PONV trigger event shall be as defined in the aforesaid Basel III Guidelines and shall be determined by the RBI.

1.5.4 PONV trigger event shall be earlier of :

- a. A decision that a temporary/ permanent write off is necessary without which the Bank would become non-viable, as determined by the RBI; and



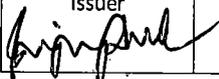
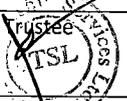
- b. The decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the relevant authority. The write-off consequent upon the trigger event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted.

- 1.5.5 RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise. The amount of non-equity capital to be written off will be determined by RBI.
- 1.5.6 The Write-off of any common Equity Tier I capital shall not be required before the write-off of any non-equity (Additional Tier I and Tier II) regulatory capital instruments. The order of write-off of the bonds shall be as specified in the order of seniority as per the Placement Memorandum and any other regulatory norms as may be stipulated by the RBI from time to time.
- 1.5.7 The Bonds can be written down multiple times in case the Bank hits the PONV trigger levels subsequent to the first write down. The Bonds which has been written off shall not be written up.
- 1.5.8 For these purposes, the Bank may be considered as non-viable if:

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 I 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 of the Bonds, with or without other measures as considered appropriate by the Reserve Bank. In rare situations, the Bank may also become non-viable due to non-financial problems, such as conduct of affairs of the bank in a manner which is detrimental to the interest of depositors, serious corporate governance issues, etc. In such situations raising capital is not considered a part of the solution and therefore, may not attract provisions of RBI Regulations.

1.5.9 In relation to Loss Absorption at PONV Trigger, the following may be noted:

- a. 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.
- b. 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 *paripassu* or subordinate, and whether a Tier I 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.
- c. Such a decision would invariably imply that the write-off consequent upon the trigger event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. As such, the contractual terms and conditions of the Bonds do not provide for any residual claims on the Bank which are senior to ordinary shares of the Bank (or banking group entity where applicable), following a trigger event and when write-off is undertaken.
- d. The Bank facing financial difficulties and approaching a PONV will be deemed to achieve viability if within a reasonable time in the opinion of the 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/ public sector injection of funds are likely to:
- 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.

Issuer 	Trustee 
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- e. A Trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write off.

1.5.10. Loss Absorption at the Pre-specified Trigger - If the Common Equity Tier 1 of the Bank falls below 6.125% of risk weighted assets ("RWA"), each of the trigger levels referred to hereinabove is called the "Pre-Specified Trigger Level"

A write-down of the Bonds may have the following effects:

- i) Reduce the claim of the Bond (up to nil) in liquidation;
- ii) Reduce the amount to be re-paid on the Bond when call is exercised (up to nil);
- iii) Partially or fully reduce Coupon payments on the Bond.

In relation to Loss Absorption at Pre-Specified Trigger Level, the following may be noted:

a) The write-down of any Common Equity Tier 1 capital shall not be required before a write-down of any AT1 Instrument (including the Bonds).

b) The aggregate amount to be written-down for all AT1 Instruments on breaching the Pre-Specified Trigger Level must be at least the amount needed to immediately return the Bank's CET1 ratio to the trigger level (i.e. CET 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.

c) Further, 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 the CET1 ratio to 8% of RWAs (minimum CET1 of 5.5% + capital conservation buffer of 2.5%).

d) 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 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.

e) 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.

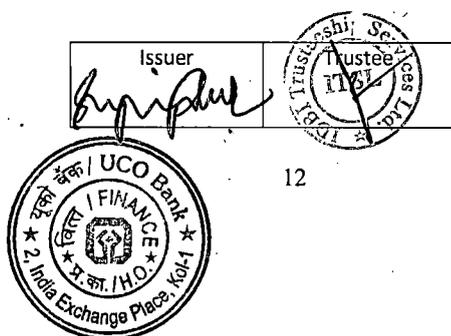
f) The Bonds which have been written down can be written up (partially or fully) at the absolute discretion of the Bank and subject to compliance with RBI instructions (including permission, consent if any).

1.5.11 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 I 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.

1.6. Capitalised terms not defined will have the same meaning ascribed to them under the Placement Memorandum. Further, capitalised terms not defined under the Placement Memorandum will have the same meaning ascribed to them under the RBI Regulations.

1.7 **REDEMPTION DATE**

Not Applicable



1.8 **REDEMPTION AMOUNT**

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 at PONV/Pre-Specified Trigger", "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 at PONV/Pre-Specified Trigger", "Coupon Discretion" and "Other Events" mentioned in this Summary Term Sheet, at the Coupon Rate rounded off to the nearest Rupee.

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**

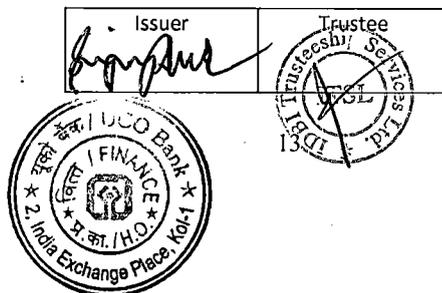
1.10.1 The Bank may, at its sole discretion but subject to the "Condition for exercise of Call Option" as provided under Clause 1.10.2, elect to exercise a call on the Bonds (in whole) on the 5th anniversary from the Deemed Date of Allotment or any anniversary date thereafter (the "Issuer Call Date")

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 5 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 notify the Trustee not less than 21 calendar days prior to the date of exercise of such call (which notice shall specify the date fixed for exercise of the Call).
- (iv) The Bank will not do anything which creates an expectation that the call will be exercised.
- (v) Bank shall not exercise a call unless:
 - a. It replace the called instrument 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 (Replacement issue can be concurrent with but not after the Bond is called); or
 - b. The bank demonstrates that its capital position is well above the minimum capital requirements after the call option is exercised (Minimum refers to the Common Equity ratio of 8% of RWAs (Including capital conservation buffer of 2.5% of RWAs) and Total Capital ratio of 11.5% of RWAs including any additional capital requirements identified as per Basel III Guidelines.

(vi) Any other preconditions specified in the BASEL III guidelines at such time have been satisfied.

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

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.

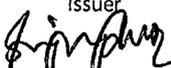
However, the Trustee shall not be obligated to incur any costs and expenses in performance of its duties under this Deed including duties under Article 2(ii) of this Deed.

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/ NACH/RTGS/ NEFT mechanism or any other electronic mode as may be allowed by RBI from time to time, in the name of the sole/ first Beneficial Owners of the Bonds as given by Depository to the Bank as on the Record Date.

Issuer 	Trustee 
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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, Depository Act 1996 and any other applicable laws, amendments 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 **BONDHOLDERS 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. On completion of the all statutory formalities, such credit in the account will be akin to a bond certificate.

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.

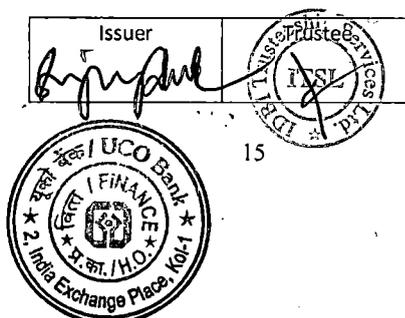
1.19.3 The Bonds shall be allotted in dematerialized form only.

1.20 **LISTING OF BONDS**

The Bonds are proposed to be listed on Wholesale Debt Market (WDM) segment of National Stock Exchange. Listing of the bonds should be completed within T+3 days of issue closure date.

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.

Forward the details of utilization of funds raised through the issue duly certified by the Bank's statutory auditors, to the Trustee at the end of each financial year.

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 NCS 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).

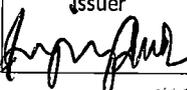
B. In the performance of the duties of the Trustee(as stipulated in Article (iv)(A) above),the Bank shall bear all costs, charges and expenses incidental to such examination and investigation.

C. During the effectiveness of this Deed, the Issuer shall:

(a) Maintain the Register of Bondholders with the Registrar M/s KFin Technologies Ltd.

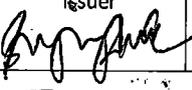
(b) Keep proper books of account as required under applicable laws and keep the said books of account at its Head office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Issuer will ensure that all entries in the same 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;

Issuer 	Trustee 
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- (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;
- (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; and
 - (iii) 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.
 - (iv) And such other information as may be required by Debenture Trustee.
- (g) The Bank shall from the end of each quarter, furnish the compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor of listed entity to Debenture Trustee as stipulated SEBI circular no. SEBI/HO/MIRSD/MIRSD_CRADT/CIR/ P/2022/67 dated May 19, 2022, (including any amendments or restatements thereof).
- (h) The Bank shall provide relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence, the Company shall submit relevant reports/ certification as may required by the Debenture Trustee, within the timelines mentioned in the SEBI circular SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020, SEBI circular no. SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 and SEBI circular No. SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/106 dated August 04, 2022.
- (i) The Bank shall send to the Stock Exchanges for dissemination, while submitting quarterly / annual financial results, under Regulation 52(4) of SEBI LODR, inter-alia the following information (to the extent applicable to the Bank) along with the financial results:
- (i) debt-equity ratio;
 - (ii) net worth;
 - (iii) net profit after tax;
 - (iv) earnings per share;
 - (v) current ratio;
 - (vi) long term debt to working capital;
 - (vii) bad debts to account receivable ratio;
 - (viii) current liability ratio;
 - (ix) total debts to total assets;
 - (x) debtors' turnover; inventory turnover;
 - (xi) operation margin percentage
 - (xii) net profit margin percentage; and
 - (xiii) sector specific equivalent ratios, as applicable.
- (j) As per Regulation 53 of the LODR Regulations, the Company shall submit to the Stock Exchanges and publish on its website the following:
- A. a copy of the annual report sent to the shareholders along with the notice of the annual general meeting, not later than the date of commencement of dispatch to its shareholders; and

Issuer 	Trustee Services Ltd. 
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B. in the event of any changes to the annual report, the revised copy along with the details and explanation for the changes, not later than 48 (forty- eight) hours after the annual general meeting.

(k) As per Regulation 57 (1) of the LODR Regulations, the Company shall submit a certificate to the Stock Exchanges within 1 (one) working day of the interest or dividend or principal becoming due regarding status of payment in case of non-convertible securities.

(l) As per Regulation 57 (4) of the LODR Regulations, the Company shall within 5 (five) working days prior to the beginning of the quarter provide details for all the non-convertible securities for which interest/dividend/principal obligations shall be payable during the quarter.

(m) As per Regulation 57(5) of the LODR Regulations, the Company shall within 7 (seven) working days from the end of the quarter provide:

(i) a certificate confirming the payment of interest/dividend/principal obligations for non-convertible securities which were due in that quarter; and

(ii) the details of all unpaid interest/dividend/principal obligations in relation to non-convertible securities at the end of the quarter.

(n) As per Regulation 52 of the LODR Regulations, the Company shall disclose financial results on a quarterly basis, including assets and liabilities and cash flows in the prescribed formats as mentioned in SEBI circular SEBI/HO/DDHS/CIR/2021/0000000637 dated October 5, 2021.

(o) Any further information which may be required to be submitted to the Stock Exchanges pursuant to LODR Regulations, as amended from time to time.

D. The Company shall provide intimations regarding:

- i) any revision in the rating;
- ii) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;
- iii) all covenants of the Issue (including side letters, accelerated payment clause, etc.).

(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.

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).

In terms of regulation 18.6 of the SEBI NCS Regulations the Bank hereby submits the following Bank account details from which it proposes to pay the interest amount and redemption amount and hereby pre-authorise Trustee to seek interest and debt redemption payment related information from the said bank.

Bank Account Details:-

Name of Bank	UCO BANK
Account No.	01900210009086
Branch address	Kolkata Main Branch, BTM Sarani, Kolkata - 700001
Email address	calcut@ucobank.co.in

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

(vi) **Recovery Expense Funds:**

The Bank has already created the recovery expenses funds of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) with National Stock Exchange of India in terms of the Regulation 15 (1) (h) of the SEBI (DT) Regulation, 2020 and Regulation 11 of SEBINCS Regulations 2021 and SEBI REF Circular dated October 22, 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.

(vii) The Bank shall also furnish to the Trustee a half yearly certificate regarding compliance with all covenants, in respect of listed non-convertible debt securities, by the Statutory auditor, along with half yearly financial results in terms of SEBI (Listing Obligations and Disclosure Requirements)(Third Amendment) Regulations, 2020 dated the October 8, 2020.

(viii) 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) and/or Reserve Bank of India (RBI) in relation to the Bonds, including without limitation the SEBI (Debenture Trustees) Regulation, 1993, SEBI NCS Regulations, SEBI (Listing Obligations and Disclosure Requirements) 2015as amended from time to time and take steps as may be required from time to time.

(ix) **REGISTER OF BONDHOLDERS**

A Register of Bondholders shall be maintained with the Registrar at – KFin Technologies Ltd, Hyderabad 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.

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/Trustees up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefore;

Issuer
Trustee

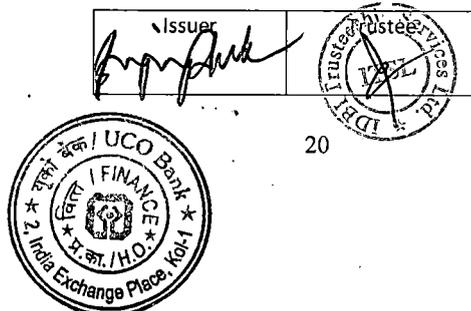


2.4 MISCELLANEOUS

- 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.
- 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.
- 2.4.4 The Bank hereby agrees and consents that the Debenture Trustee shall be entitled to file with an Information Utility (as defined and set up under (Indian) Insolvency and Bankruptcy Code, 2016) all necessary information in relation to the transaction as required under the (Indian) Insolvency and Bankruptcy Code, 2016. The Bank hereby confirms that the Bank will provide all the assistance to the Debenture Holders/ Debenture Trustee as may be required for initial submission of the Form C to the relevant Information Utility registered with Insolvency and Bankruptcy Board of India under the (Indian) Insolvency and Bankruptcy Code, 2016 and also any other help as may be required in the future in similar matters where financial creditor is under obligation to initiate some action.

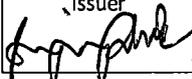
2.5 INDEMNITY

The Bank agrees to indemnify and hold harmless the Debenture Trustee and the Debenture Holders, receiver or attorney appointed by the Debenture Trustee (each an "Indemnified Party") in full at all times against all direct losses, liabilities, actions, proceedings, claims, demands, penalties, damages, costs, expenses disbursements, and other liabilities whatsoever (the "Losses"), including without limitation the costs and expenses of legal advisors and other experts, which may be incurred, suffered or brought against such Indemnified Party as a result or in connection with their appointment or involvement hereunder or the exercise of any of their powers or duties hereunder or the taking of any acts in accordance with the terms of this Deed, subject to the provisions of the SEBI NCS Regulations. Provided further that the debenture trustee shall not be indemnified for the loss or damage caused by its act of negligence or commission or omission as determined by the court of competent jurisdiction.



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.

Issuer 	Trustee 
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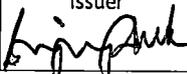
ARTICLE – IV
EVENTS OF DEFAULT AND REMEDIES

- 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 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
- 4.1B It is hereby clarified that, subject to the terms of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 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 Bondholders (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 Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 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. 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; or
 - B. After the Bond have been written-down temporarily: the amalgamated entity can write-up these instruments as per its discretion.
 - C. After the Bonds have been written-down: the Bonds will not 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.
- 4.1E 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.

4.2 **EVENTS OF DEFAULT**

a) **DEFAULT IN PAYMENT**

- (i) Default on the part of the Bank to forthwith satisfy all or any part of payments in relation to the Bonds when it becomes due (i.e. making payment of any instalment of interest or repayment of principal amount of the Bonds on the respective due dates) except in case of PONV, Coupon Discretion or due to any regulatory requirements prescribed under Applicable RBI Regulations or by

Issuer 	Trustee 
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Government of India or by any Statutory Authority, shall constitute an Event of Default for the purpose of the Issue.

- (ii) The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
- (iii) The Bank fails to pay the Coupon amount. 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.
- (iv) 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 to be an event of default and no default interest shall be payable on occurrence of any aforesaid events.

b) 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.

c) 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.

d) 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 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 Bond Holders. 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.

4.3 NOTICES ON THE HAPPENING OF AN EVENT OF DEFAULT

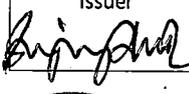
If any event of default or any event which, after the notice, or lapse of time, or both, would constitute an event of default has happened, the Bank shall, forthwith give notice thereof to the Bondholders/Trustee in writing specifying the nature of such event of default, or of such event.

Nominee Director

Subject to the prior approval of the RBI and Department of Financial Services, Ministry of Finance, Government of India in accordance with the RBI Guidelines, and without prejudice to the rights of the Bondholders and the Trustee under this Trust Deed, the Trustee shall have the right to appoint 1 (one) nominee director as per the SEBI (Debenture Trustee) Regulations, 1993, on the board of directors of the Bank (the "Nominee Director") in the event of:

- a. two consecutive defaults in payment of coupon to the Bondholders; or
- b. default in redemption of the Bonds.

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. Subject to the prior approval of the RBI, the Bank shall appoint the Nominee Director forthwith on receiving a nomination notice from the Trustee. The Nominee Director shall be appointed on all key committees of the board of directors of the Bank. The costs for the appointment of such Nominee Director shall be borne by the Bank.

Issuer 	Trustee 
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ARTICLE - V
RIGHTS, POWERS AND DISCRETIONS OF THE TRUSTEE

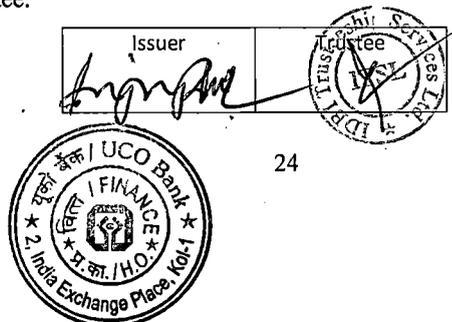
5.1 GENERAL RIGHTS, POWERS AND DISCRETIONS

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) The Trustee shall not be bound to take any steps to ascertain whether any event of default has happened;
- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) 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 NCS Regulations, the SEBI (Debenture Trustees) Regulations, 1993 (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 NCS 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.

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 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 NCS Regulations, the SEBI (Debenture Trustees) Regulations, 1993 (to the extent such laws and regulations are applicable to the Issuer), 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).

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 by 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.

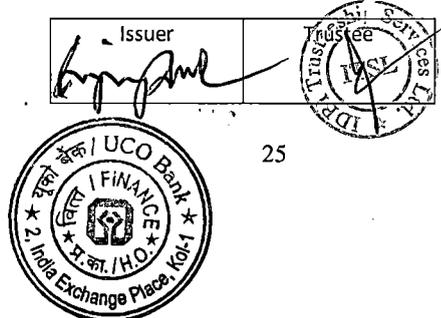
5.4 **TRUSTEE MAY CONTRACT WITH THE BANK**

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 holding not less than three fourths in value of the Bonds 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 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. CL/22-23/DEB/1260 dated March 01, 2023.

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 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.

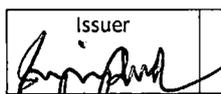
5.7 **TRUST / REALISATION OUT OF COMPENSATION MONEY**

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;

Issuer






- (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.

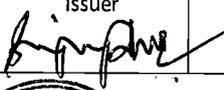
Provided that, if the Trustee is of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Bonds has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice 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.

Issuer  Trustee 



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 Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, 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**

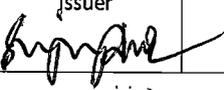
- 7.1 All notices required to be given by the Issuer or by the Trustees to the Bondholders shall be deemed to have been given if sent by ordinary post/ courier /email to the original sole/ first allottees of the Bonds and/ or if published in one English daily newspaper having nation -wide circulation 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:

Attention : Chief Financial Officer
Finance Department
UCO Bank, Head Office, 2 India Exchange Place
3rd Floor, Kolkata-700001
Phone : 033 4455 7227
Email : hosgr.calcutta@ucobank.co.in

Notices to the Trustee:

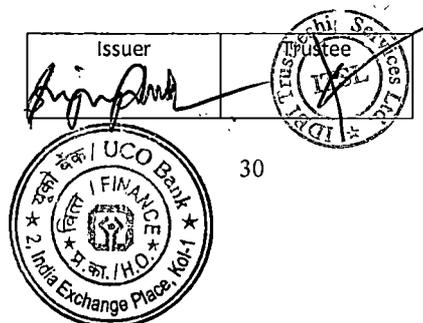
IDBI Trusteeship Services Limited
Address: Universal Insurance Building, Ground Floor,
Sir P M Road, Fort, Mumbai-400 001.
Attention: Mr. Pradeep Hande
Fax Number: 91-22-6631 1776
Email: pradeep.hande@idbitrustee.com; itsl@idbitrustee.com

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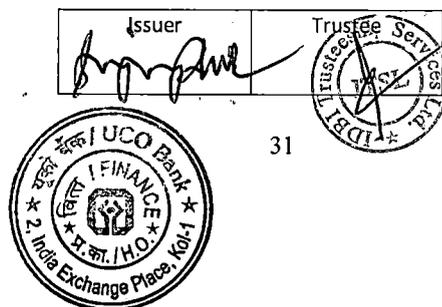


ARTICLE - VIII
DUTIES OF DEBENTURE TRUSTEE

8. In performing its obligations in relation to the Bonds, the Debenture Trustee shall:
- (i) perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the Bondholders, and shall further conduct itself, and comply with the provisions of all Applicable Law, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustee;
 - (ii) carry out its duties and perform its functions as required to discharge its obligations under the terms of the SEBI NCS Regulations, SEBI (Debenture Trustees) Regulations, 1993, SEBI Defaults (Procedure) Circular, the SEBI REF Circular the Debenture Trustee Agreement, SEBI Operational Circular, the Placement memorandum and all other related Transaction Documents, with due care and diligence;
 - (iii) 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 Debenture Trustee to comply with its obligations under the Applicable Laws including for monitoring of the Security Coverage Ratio and the creation and maintenance of Security and Recovery Expense Fund in relation to the Bonds;
 - (iv) issue letters / confirmations / no objection certificate, or any other communication as requested by the Bank in accordance with the Transaction Documents;
 - (v) ascertain and:
 - a. exercise due diligence to the extent required under Applicable Law, to ensure compliance by the Bank, with the provisions of the Act, SEBI (Listing Obligations and Disclosure Requirement), Regulations, 2015, SEBI (Debenture Trustees) Regulations, 1993, this Deed or any other regulations issued by SEBI in the issue and allotment of the Bonds and credit of the Bonds in the demat accounts of the Bondholders;
 - b. Satisfy itself that interest due on the Bonds have been paid to the Bondholders on or before the due dates;
 - c. Satisfy itself that Bondholders have been paid the monies due to them on the date of Redemption of the Bonds.
 - (vi) communicate promptly to the Bondholder(s) defaults, if any, with regard to payment of interest or Redemption of Bonds or occurrence of any other Event of Default which is known to the Trustee along with all information relating to cure periods (if any) and action taken or proposed to be taken by the Trustee therefor;
 - (vii) carry out all its obligations, duties and functions as the Debenture Trustee in accordance with the terms set out in the Transaction Documents and where the same is silent or contrary to any other provision of the Transaction Documents, on the instructions of the Majority Bondholders;
 - (viii) not do any act, deed or thing which is prejudicial or detrimental to the interest of the Bondholders and at all times act in the best interest of the Bondholders;
 - (ix) shall not relinquish its assignment unless and until another Debenture trustee has been appointed in its place;
 - (x) inform SEBI immediately of any breach of this Deed or provision of any Applicable Law, which comes to its knowledge, if required under Applicable Laws;



- (xi) keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any Transaction Documents;
- (xii) convene a meeting of the Bondholders in accordance with Applicable Laws;
- (xiii) Seek the status of payment from the Bank and/or conduct independent assessment (viz., from the Bank, Bondholders, rating agencies etc.) to determine if the Bank fails to intimate the status of payment of the Bonds within 1(one) working day of the Redemption Date. Based on such assessment, the Debenture Trustee shall intimate stock exchange(s) and Depository the status of payment within timelines as may be prescribed under Applicable Law Further, for continuous assessment of default status, the Debenture Trustee shall conduct independent assessment as given above and intimate the status of payment to the stock exchange(s) and Depository within 7th working day of April of each financial year, if the Bank fails to provide the updated status of the payment of the Bonds within the 2nd working day of April of the relevant financial year;
- (xiv) subject to the approval of the Bondholders and the conditions as may be specified by SEBI from time to time, enter into inter-creditor agreements provided under the framework specified by the RBI on behalf of the Bondholders;
- (xv) issue a 'No Objection Certificate (NOC)' to the designated stock exchange for refund of balance in the Recovery Expense Fund to the Bank on repayment of Secured Obligations in full to the satisfaction of the Bondholders. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Bank before issuing such NOC;
- (xvi) keep the information (pertaining to the details of bank account(s)) provided to it pursuant to the SEBI Operational Circular as confidential and shall use the same only to the extent as required under the SEBI Operational Circular; and
- (xvii) perform such acts as may be necessary for the protection of the interest of the Bondholders and do all other acts as may be necessary in order to resolve the grievances of the Bondholders.
- B. Compliance with applicable laws: Debenture trustee shall appoint a compliance officer in terms of SEBI (Debenture Trustee) Regulations 1993, who shall be responsible for monitoring the compliance of the Act, rules and regulations, notifications, guidelines, instructions, etc., issued by the SEBI or the Central Government and for redressal of Bondholders' grievances.
- C. Limitation of liability: Debenture trustee shall be liable for upto the fee received by them for actual and direct losses/damages caused to Bank as determined by a court of law due to breach/ omissions/ non-compliances by them.
- D. Confidentiality & Breach of Confidentiality: Debenture Trustee shall keep all the information and data provided to them by the Bank as confidential and shall use confidential information to the extent required for meeting compliance requirements with SEBI or other regulatory authorities.



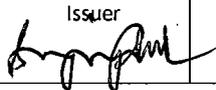
ARTICLE - IX
MISCELLANEOUS

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 Kolkata, West Bengal, India shall have exclusive jurisdiction to decide any disputes or adjudicate on any matter in relation to this Deed.

8.2 OTHER TERMS

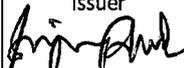
- (i) **Entire Deed:** Except as otherwise agreed to in writing, this Deed represents the entire understanding between the Parties and shall supersede any previous agreement or understanding between the Parties in relation to all or any such matter contained herein.
- (ii) **Severability:** Each provision 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 be 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 two counterparts, each in the like form and both 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:** The Company agrees that this Deed is subject to a stamp duty as applicable and as 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. "This agreement may be executed in

Issuer 	
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any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute a single agreement”

- (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 Investors. It is understood and acknowledged that the Investors 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.

Issuer 	Trustee 
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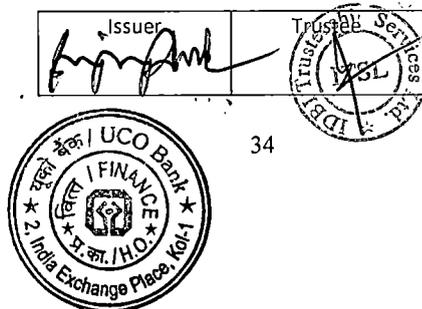
SCHEDULE - I
PROVISIONS FOR THE MEETINGS OF THE BONDHOLDERS

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, convene a meeting of the Bondholders. Any such meeting shall be held at such place in the city where the Head 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.

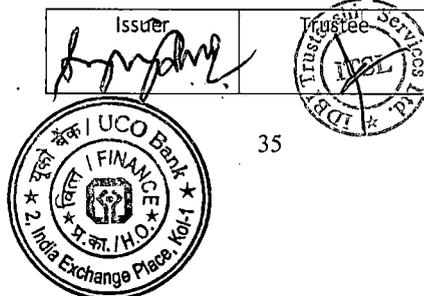
Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Head Office of the Bank, the statement of material facts need not be annexed to the notice as required by that section but it shall be mentioned in the advertisement that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

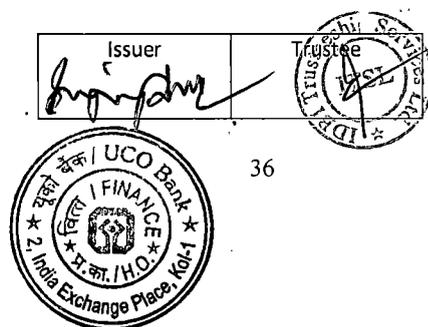


6. Quorum

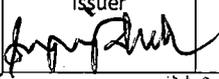
- (i) Five Bondholders, personally present shall be the quorum for the meeting of the Bondholders and the provisions of following sub-clause (ii) shall apply with respect thereto.
- (ii) If, within half an hour from the time appointed for holding a meeting of the Bondholders, a quorum is not present, 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.
- (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 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 Head Office of the Bank not less than four working days 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 Head 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 scrutinize 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.

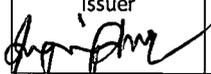


18. The Chairman of a meeting of the Bondholders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
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 duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

Issuer	Trustee
	



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, the negative consent for proceeding with the enforcement of security, 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).

Issuer




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.

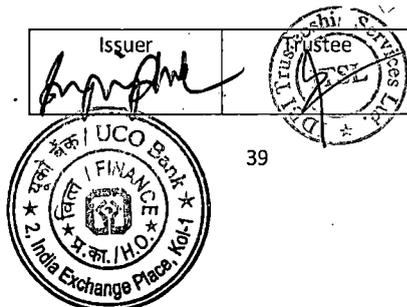
IN WITNESS WHEREOF the authorised signatory of the Successor Trustee have caused these presents to be executed by their authorised officer the day and year first hereinabove written in the manner hereinafter appearing:

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 _____

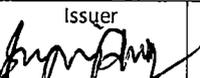
_____, in its capacity as the Issuer,
through its authorized signatory _____



PART B OF THE DEBENTURE TRUST DEED

SUMMARY TERM SHEET

1. Security Name	9.50% UCO Bank Basel III Additional Tier I Bond Series I
2. Issuer	UCO Bank (UCO/ the Bank/ the issuer)
3. Type of Instrument	Unsecured, Subordinated, Perpetual, Non-Convertible Fully Paid Up, Taxable, Basel III Compliant Additional Tier I Bonds in the nature of Debenture of Face value of Rs 1 Crore each
4. Nature of Instrument	<p>Unsecured Subordinated Basel III Compliant Additional Tier 1 Bonds</p> <p>The Bonds are neither secured nor covered by a guarantee of the Bank or related entity or other arrangements that legally or economically enhances the seniority of the claim of the Bondholder vis-à-vis other creditors of the Bank</p> <p>The instrument has certain unique features which, inter-alia, grant the Bank, in consultation with RBI discretion in terms of writing down the principal / interest, to skip interest payments, to make an early recall etc. without commensurate right for investors to legal recourse, even if such actions of the Bank might result in potential loss to investors.</p>
5. Seniority of Claim	<p>The Claims of the bondholders in this instrument shall be:</p> <ol style="list-style-type: none">superior to the claims of investors in equity shares and perpetual non-cumulative preference shares if any, issued by the Bank;subordinated to the claims of all depositors, general creditors & subordinated debt of the Bank, other than any sub-ordinated debt qualifying as Additional Tier 1 Capital (as defined in the BASEL III guidelines)neither be secured nor covered by a guarantee of the Bank or its related entity or other arrangement that legally or economically enhances the seniority of the claim vis -à-vis other creditors of the Bank.Unless the terms of any subsequent issuance of bonds/debentures by the Bank specifies that the claims of such subsequent bond holders are senior or subordinate to the Bonds issued under this Placement Memorandum or unless the RBI specifies otherwise in its guidelines, the claims of the Bondholders shall be pari passu with claims of holders of such subsequent debentures/bond issuances of the Bank;rank pari passu without preference amongst themselves and other subordinated debt classifying as Additional Tier 1 Capital (as defined in the BASEL III guidelines) <p>Additional Tier 1 Capital shall have the meaning ascribed to such terms under Basel III Guidelines.</p> <p>Notwithstanding anything to the contrary stipulated herein, the claims of the Bondholders shall be subject to the provision of coupon discretion, Loss Absorbency, permanent write-off on PONV trigger and other Events mentioned in the Placement</p>

Issuer 	Trustee 
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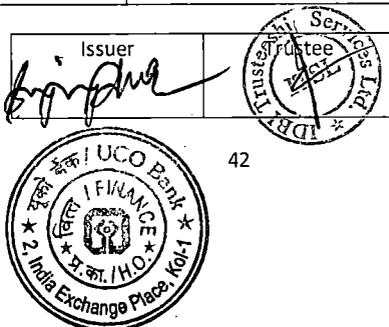
	<p>Memorandum and this Summary Term Sheet.</p> <p>The Bonds shall not contribute to liabilities exceeding assets of the Bank if such a balance sheet test forms part of a requirement to prove insolvency under any law or otherwise.</p>
<p>6. Eligible Investors</p>	<p>Only Qualified Institutional Buyers (“QIBs”) are allowed to participate in the issuance of the Additional Tier I Bonds in terms of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (“SEBI NCS Regulations”) along with the Operational Circular for issue and listing of non-convertible securities, securitized debt instruments, security receipts, municipal debt securities and commercial papers dated 10 August 2021 (“SEBI NCS Operational Circular”),</p> <p>As per Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 2018, “Qualified Institutional Buyer” means:</p> <ol 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 other than individuals, corporate bodies and family offices; iii. a public financial institution; iv. a scheduled commercial bank; v. a multilateral and bilateral development 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 twenty five crore rupees; ix. a pension fund with minimum corpus of twenty five crore rupees; 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; and insurance funds set up and managed by the Department of Posts, India; and xii. Systemically important non-banking financial companies. <p>Investment by foreign portfolio investors (FPIs) in these Bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the Securities and Exchange Board of India (SEBI)/other regulatory authorities on investment in these instruments</p> <p>Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the issue.</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 Operating Guidelines are only eligible to apply. Any other application shall be at the sole discretion of the Issuer.</p>

Issuer

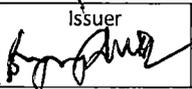
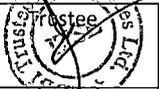




	<p>Further, notwithstanding anything contained above, only eligible investors who have been addressed through the application form are eligible to apply.</p> <p>Prior to making any investment in these Bonds, each Eligible Investor should satisfy and assure himself/herself/itself that he/she/it is authorized 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 the Placement Memorandum (and/or any Transaction Document in relation thereto and/or any draft of the Transaction Documents and/or the Placement Memorandum) by a person shall not be construed as any 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 EBP, (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>
Listing	<p>The Bonds are proposed to be listed on the Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited (NSE). The Issuer shall make listing application to NSE and seek listing approval within 3 working days from the date of closure of issue.</p> <p>The Designated Stock Exchange for this issue shall be NSE.</p>
Credit Rating of the Instrument	<p>AA- (Outlook: Stable) by Acuite Rating AA- (Outlook: Stable) by Infomeric Ratings</p>
Issue Size	Aggregate total issue size not exceeding Rs. 500 crore, with a base issue size of Rs. 100 Crore and a Green shoe option to retain oversubscription up to Rs. 400 Crore.
Options to Retain Oversubscription (Amount)	400 crore
Minimum Application	1 (one) Bond and in multiples of 1 (one) Bond thereafter
Trading lot	1 Bond
Face Value	At par (Rs. 1,00,00,000/- per Bond)
Object of the Issue/ Purpose for which there is requirement of funds	Augmenting Additional Tier I Capital (as per the terms defined in the BASEL III guidelines) and overall capital of the Bank for strengthening its Capital Adequacy and enhancing its long-term resources.
Utilization of the Proceeds of the Issue	The Bank shall utilize the proceeds of the issue for augmenting its Additional Tier I Capital and overall capital of the Bank for strengthening its Capital Adequacy and enhancing its long-term resources. The proceeds of this issue are not meant for financing any particular project.

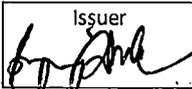


	The Bank undertakes that proceeds of the Issue shall not be used for any purpose which may be in contravention of the regulations/ guidelines/ norms issued by the RBI/SEBI/stock exchange.
Coupon Rate	9.50% per annum subject to "Coupon Discretion", "Loss absorbency", "Write-off on PONV Trigger event" and "Other Events" mentioned in this Summary Term Sheet.
Interest Parameter	Fixed Coupon
Step Up/ Step Down Coupon Rate	Not Applicable. In pursuance of RBI Regulations, the Bonds shall not have any step-ups or other incentives to redeem.
Coupon Payment Frequency	Annual subject to "Coupon Discretion" and / or "Loss Absorbency" (as the case may be)
Coupon Payment Dates	On the Anniversary of Deemed Date of Allotment i.e. 17.03.2023 each year, subject to RBI regulations (up to Call option date, in case Call option is exercised by the Bank)
Coupon Type	Fixed
Coupon Reset	Not Applicable
Cumulative or Non- cumulative	Non-cumulative subject to coupon Discretion, Loss Absorbency (as the case may be)
Day Count Basis (Actual/Actual)	<p>The Interest for each of the interest periods shall be computed as per Actual/ Actual day count convention on the face value/ principal outstanding at the coupon rate rounded-off to the nearest rupee. (As per SEBI NCS Operational Circular dated August 10, 2021 bearing Reference No SEBI/HO/DDHS/P/CIR/2021/613) on the face value /Principal Outstanding after adjustments and write off on account of "Loss absorbency", "Write off on PONV Trigger Event" and "Other events" mentioned in this Summary Term Sheet , at the Coupon rate Rounded off to the Nearest Rupee.</p> <p>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/ Issuer Call date, tax call date or regulatory call date (as defined later) (if exercised).</p> <p>In case of a leap year, if February 29 falls during the tenor of the bonds then the number of days shall be reckoned as 366 days (actual/ actual day count convention) for a whole 1 year period. (As per SEBI NCS Operational Circular dated August 10, 2021 bearing Reference No SEBI/HO/DDHS/P/CIR/2021/613)</p>
Coupon Discretion	<p>a) The Bank shall have full discretion at all times to cancel Coupon either in part or full. 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.</p> <p>b) The Bonds do not carry a 'dividend pusher' feature i.e. if 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>c) Cancellation of Coupon/discretionary payments shall not be an event of default.</p> <p>d) Bank shall have full access to cancelled Coupons/ payments to meet obligations as they fall due.</p> <p>e) Cancellation of Coupon/distributions/payments shall not impose</p>

Issuer  Trustee 



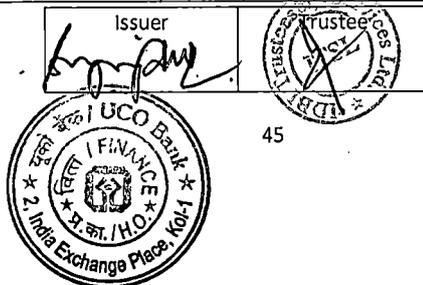
	<p>restrictions on the Bank except in relation to distributions to common stakeholders.</p> <p>f) Coupons, unless cancelled by the bank, shall be paid out of distributable items. In this context, coupon may be paid out of current year profits. However, if current year profits are not sufficient, coupon may be paid subject to availability of:</p> <p>(i) Profit brought forward from previous years and/ or</p> <p>(ii) 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> <p>The accumulated losses and deferred revenue expenditure, if any, shall be netted off from (i) and (ii) to arrive at the available balances for payment of coupon.</p> <p>If the aggregate of (a) profits in the current year; (b) profits brought forward from the previous years and (c) permissible reserves as at (ii) 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 a case, the Banks shall be required to report to the Reserve Bank of India within 21 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 shall be subject to the Bank meeting minimum regulatory requirements for CET1, Tier 1 and Total Capital ratios including the additional capital requirement for Domestic Systemically Important Banks at all times and subject to the restrictions under capital buffer frameworks (i.e. capital conservation buffer, countercyclical capital buffer in terms of paragraph 15 and 17 respectively of the Basel III guidelines).</p> <p>g) The 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> <p>Non-payment of coupon will not constitute an event of default in respect of the bonds.</p> <p>h) If Coupon is paid at a rate lesser than the prescribed rate, the unpaid amount will not be paid in future years, even if adequate profit is available and the level of CRAR conforms to the regulatory minimum.</p> <p>In the event the issuer determines that it shall not make a payment of coupon on the bonds, the issuer shall notify the trustee not less than 21 (twenty one) calendar days prior to the relevant coupon payment date of that fact and of the amount that shall not be paid.</p>
Dividend Stopper Clause	<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 interest is cancelled, then from the date of which such cancellation has first been notified (a "Dividend Stopper Date") the Bank will not:</p> <p>1) Declare or pay any discretionary distribution or dividend or make any other payment on, or directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire its Common Equity Tier 1 Capital (other than to the extent that any such distribution, dividend</p>

Issuer


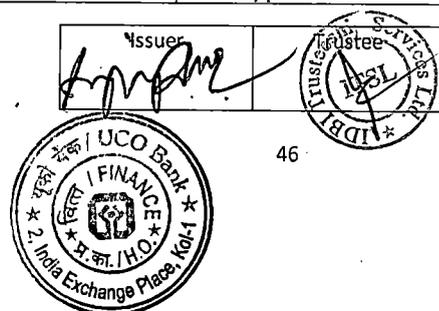
Trustee



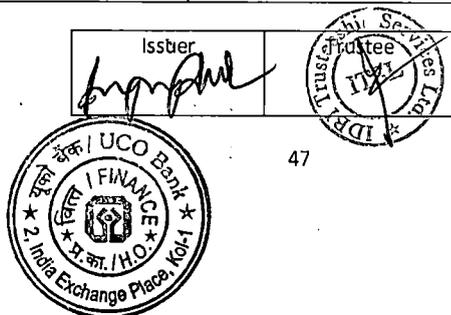

	<p>or other payment is declared before such Dividend Stopper Date or where the terms of the instrument do not at the relevant time enable the bank to cancel or defer such payment); or</p> <p>2) Pay discretionary interest of any other discretionary distribution on, or directly or indirectly redeem, purchase, cancel, reduce or otherwise acquire, any of its instruments or security 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> <p>In each case unless or until 1) The occurrence of next coupon payment date, following the Dividend Stopper Date, on which payment of the coupon amount has resumed and such coupon (payable on such coupon payment date) has been paid in full, or 2) The prior approval of the bond holder has been obtained via an extraordinary resolution (as per the mechanism stipulated in the debenture trust deed). It is hereby clarified that 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 the future years.</p> <p>For avoidance of doubt, the dividend stopper will not:</p> <p>a) Stop payment on another instrument where the payments on such an instrument are not fully discretionary;</p> <p>b) Prevent distribution to share holder for a period that extends beyond the point in time at which interest on the bonds is resumed;</p> <p>c) Impede the normal operation of the bank, including actions in connection with employee share plans or any restructuring activity, including acquisitions and disposals; or</p> <p>d) Impede the full discretion that the bank has, at all times, to cancel the distributions or payments on the bonds nor act in a way that could hinder the recapitalization of the Bank.</p> <p>Dividend stopper clause will be applicable to these bonds and it will stop dividend payments on common shares in the events the holders of these are not paid coupon.</p> <p>In the event the holders of these bonds are not paid coupon, they shall not impede the full discretion that issuer has at all times to cancel distributions/payments on the bonds, nor will they impede/hinder:</p> <p>a) The re-capitalization of the issuer.</p> <p>b) The issuer's right to make payments on other instruments, where the payments on this other instruments were not also fully discretionary.</p> <p>c) The issuer's right to making distributions to share holders for a period that extends beyond the point in time that coupon/ dividends on the bonds are resumed.</p> <p>d) The normal operation of the issuer or any restructuring activity (including acquisitions/disposals)</p> <p>A stopper may act to prohibit actions that are equivalent to the payment of a dividend, such as the bank undertaking discretionary share buybacks, if otherwise permitted.</p>
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 statutory modification or re-enactment as applicable) will be paid to all the applicants on the application money for the Bonds for the period starting from and including the date of realization of application



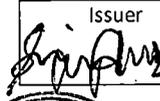
	<p>money in the Issuer's Bank account upto one day prior to the Deemed Date of Allotment.</p> <p>The Interest on application money will be computed as per Actual/Actual Day count convention. Such interest would be paid on all the valid applications including the refunds. For the application amount that has been refunded, the Interest on application money will be paid along with the refund orders and for the application amount against which Bonds have been allotted, the Interest on application money will be paid within ten working days from the Deemed Date of Allotment. Where an Applicant is allotted lesser number of Bonds than applied for, the excess amount paid on application will be refunded to the Applicant along with the interest on refunded money. Income Tax at Source (TDS) will be deducted at the applicable rate on Interest on application money.</p> <p>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>
Default Interest rate	<p>In case of default in payment of Interest and / or principal redemption on the due dates, additional interest at 2% per annum over the Coupon Rate will be payable by the Issuer for the defaulting period.</p> <p>If the Bank fails to execute the trust deed within prescribed timeline from the closure of the issue under the applicable law, the Bank shall pay additional interest at 2% p.a. to the debenture holders, over and above the agreed coupon rate, till the execution of the trust deed.</p> <p>However any non-payment of interest and / or principal on account of RBI guidelines on Basel III capital regulations , Coupon Discretion, Loss absorbency, Write off on PONV Trigger and other events of this Summary term sheet, no such default interest shall be payable.</p>
Tenor	Perpetual i.e. there is no maturity date and there are no step-ups or other incentives to redeem.
Redemption Date	Not applicable as the Bonds are perpetual and there shall be no redemption date.
Mode of Redemption	Not Applicable
Redemption Amount	<p>Not applicable</p> <p>However in case of redemption due to exercise of call option or otherwise in accordance with Basel III 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-off on PONV Trigger event" and Other Events as mentioned in this Summary Term Sheet.</p>
Redemption Premium/discount	Nil
Issue Price	At par i.e. Rs. 1,00,00,000/- (Rupees One Crore) per Bond
Premium / Discount on Issue	Nil
Put Option	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable



Put Notification	Not Applicable
Call Option Price	At Par i.e. Face value amount of Rs.1 crore per Bond plus interest/ coupon accrued from and including the last Coupon Payment Date up to but excluding the Call Option Due Date subject to adjustments and/or write off on account of Loss Absorbency, PONV and other Events mentioned in this Term Sheet
Call Notification Time	21 calendar days prior to the date of exercise of Call option, i.e. Issuer Call, Tax Call or Regulatory Call.
Call option date	On the fifth anniversary from the deemed date of allotment or any anniversary date thereafter with prior approval of RBI subject to Tax call/ Regulatory call. In case of Tax call or Regulatory call, the date may be specified in the notice to debenture trustees.
Condition for exercise of call option	The call option may be exercised subject to the following conditions : 1. Such call option , if exercised, shall only be after the expiry of five years from the deemed date o allotment. 2. Prior approval of RBI (Department of Banking Regulation) will be required for exercising Call option. 3. The called Bonds should be replaced with capital of the same or better quality and the replacement of this Bond shall be done at conditions which are sustainable for the income capacity of the Bank. Here ,replacement of the capital can be concurrent with but not after the bonds are called: OR The Issuer demonstrates its capital position is well above the minimum capital requirements after the Issuer Call option is exercised. Here, minimum refers to Common Equity Tier 1 of 8% of RWAs (including capital conversation buffer of 2.5% of RWAs) and Total Capital of 11.5% of RWAs including any additional capital requirement identified under Pillar 2.
Issuer Call Option	The Issuer, at its sole discretion with prior approval of RBI and having notified the Trustee not less than 21 calendar days prior to the date of exercise of such issuer call on or after fifth anniversary from the Deemed Date of allotment, may exercise call option on the outstanding bond. The Issuer Call, Which is discretionary, may or may not be exercised on fifth anniversary from the Deemed date of allotment i.e. fifth coupon payment date or any coupon payment date thereafter.
Tax Event Call	If the Tax event (as described below) has occurred and continuing then the issuer may having notified the Trustee not less than 21 calendar days prior to the date of exercise of such tax call or variation (Which notice shall specify the date fixed for exercise of the Tax call or Variation "Tax call Date") may exercise a call on the bonds or substitute the Bonds or vary the terms of the Bonds so that the Bonds have better classification.



	<p>A Tax event has occurred if as a result of any change in or amendment to the laws affecting taxation (or regulations or rulings promulgated there under) of India or any change in the official application of such laws, regulation or rulings the issuer will no longer be entitled to claim a deduction in respect of computing its taxation liabilities with respect to coupon on the Bonds</p> <p>The exercise of tax call by the issuer is subject to requirement set out in the Applicable RBI guidelines. RBI will 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</p>
Regulatory Call	<p>If a Regulatory Event (as described below) has occurred and continuing, then the Issuer may, subject to the “conditions for exercise of call option” as mentioned above, having notified the Trustee not less than 21 Calendar days prior to the date of exercise of such Call (“Regulatory Call”) Which notice shall specify the date fixed for exercise of the Regulatory Call (the “Regulatory Call Date”), exercise a call on the Bonds or substitute the Bonds for better regulatory classification or lower the coupon with the same regulatory classification with prior approval of RBI subject to coupon discretion, loss absorbency and other events mentioned in this Summary Term Sheet.</p> <p>A Regulatory Event is deemed to have occurred if there is downgrade of the bonds in regulatory classification i.e. Bonds is excluded from consolidated Tier 1 capital of the Bank.</p> <p>The exercise of Regulatory Call by the Issuer is subject to requirements set out in applicable RBI Guidelines (as defined below). RBI may permit the Issuer to exercise the Regulatory Call only if RBI is convinced that the issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds.</p>
Repurchase / Redemption / Buy- Back	<p>The outstanding Principal amount of the Bonds may be repaid (e.g. through repurchase or redemption) subject to prior approval of RBI. (This repurchase/buy-back/redemption of the principal amount shall be in a situation other than in the event of exercise of call option by the bank.</p> <p>a) The Bank may repurchase/ buy-back/ redeem the Bonds only if:</p> <p>(i) It replaces the Bonds with capital of the same or better quality and the replacement of this capital is done at conditions which are sustainable for the income capacity of the Bank; or</p> <p>(ii) The Bank demonstrates that its capital position is well above the minimum capital requirements after the repurchase/ buy-back/ redemption.</p> <p>b) The issuer has not assumed or created any market expectations that RBI approval for such repurchase/ redemption/ buy-back shall be given.</p> <p>c) Any other preconditions specified in the Basel III guidelines at such time have been satisfied.</p> <p>Such bonds may be held, reissued, resold, extinguished or surrendered, at the option of the Issuer.</p>

Issuer

 Trustee

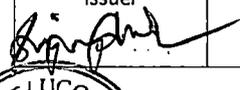


Minimum Application and in multiples of thereafter	1 (one) Bond and in multiples of 1 (one Bond thereafter).	
Issue Schedule	Issue Opening date & time	16.03.2023
	Issue Closing date & time	16.03.2023
	Pay-in-date	17.03.2023
	Deemed date of allotment	17.03.2023
Settlement mode of the Instrument	Payment 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.	
Settlement Cycle	T+1 working day	
Manner of allotment	Uniform Yield/coupon	
Bidding Type	Coupon	
Manner of Bidding	Closed Bidding	
Manner of Settlement	through Clearing Corporation	
Anchor Portion	Nil	
Depository	National Securities Depository Limited (NSDL") Central Depository Services (India) Limited ("CDSL")	
Record Date	<p>15 Calendar days prior to each Coupon Payment date on which coupon is due and payable. In case of exercise of call option due to issuer discretion/tax call/regulatory call, record date shall be 15 calendar days prior to call option due date on which call option is due and payable.</p> <p>In the event the Record Date for coupon payment falls on a day which is not a Business Day, the immediately succeeding Business Day shall be considered as the Record Date. In the event the Record Date for redemption due to exercise of call option, falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Record Date</p>	
Description regarding Security	Unsecured	
Undertaking on creation of security	Not Applicable. Bonds are unsecured in nature and hence no permission from earlier creditor is required	
Transaction Documents	<p>The Bank has executed / shall execute the documents including but not limited to the following in connection with the issue:</p> <ol style="list-style-type: none"> 1. Letter appointing M/s IDBI Trusteeship as Trustees to the Bond Holders; 2. Debenture Trusteeship Agreement 3. Rating letter from Acuite Rating and Infomeric Ratings 4. Letter appointing Registrar and agreement entered into between the Issuer and the Registrar; 5. Tripartite agreement between the Issuer, Registrar to the Issue and NSDL for issue of Bonds in dematerialized form; 6. Tripartite agreement between the Issuer, Registrar to the Issue and CDSL for issue of Bonds in dematerialized form; 7. In-principal Approval from NSE for listing of bonds 8. Listing Agreement with NSE. 9. Placement Memorandum. 	
Conditions Precedent to subscription of Bonds	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer, subject to the following:</p> <ol style="list-style-type: none"> 1. Letter from the Trustees conveying their consent to act as Trustees for the Bondholder(s); 2. Letter from NSE conveying its In-principle approval for listing and trading of Bonds 3. Rating Letters from rating agencies not more than one month old 	

Issuer:  Trustee Services Ltd. 



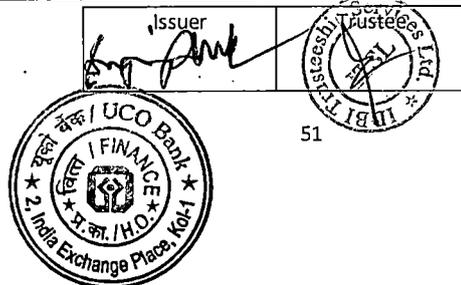
	<p>from the date of issuance.</p> <p>4. Letter from the Registrar conveying its consent to act as registrar to issue.</p> <p>5. Any other document customary for this transaction.</p>
Conditions subsequent to subscription of Bonds	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per terms mentioned in this Placement Memorandum:</p> <p>1. Credit to demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Deemed Date of Allotment</p> <p>2. Making listing application to NSE within 3 working days from the issue closure date (being the date on which bids are accepted on the electronic bidding platform) in pursuance of SEBI NCS Regulations 2021;</p> <p>3. Besides, the issuer shall perform all the activities, whether mandatory or otherwise, as mentioned elsewhere in this Placement Memorandum.</p>
Creation of Recovery Expense Fund	Bank shall create a recovery expense fund in the manner and use it for the purpose as maybe specified by SEBI from time to time.
Conditions of breach of covenants	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) of the Bonds except in case of bankruptcy and liquidation of the Bank.
Cross Default	Not Applicable
Reporting of Non-payment of Coupons	All instances of non-payment of coupon shall be notified by the Bank to the Chief General Managers-in-Charge of Department of Banking Regulation and Department of Banking Supervision of the Reserve Bank of India, Mumbai.
Compliance with Reserve Requirements	The total amount of Bonds issued by the Bank shall not be reckoned as liability for calculation of net demand and time liabilities for the purpose of reserve requirements and, as such, shall not attract CRR / SLR requirements.
Role and Responsibilities of Debenture Trustee	<p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debentures Trustees) Regulation, 1993, the Debenture Trusteeship Agreement, Debenture Trust Deed, Placement Memorandum and all other related transaction documents, with due care, diligence and loyalty.</p> <p>The Issuer shall, till the redemption of Bonds, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information such as Statement of Profit & Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Listing Agreement issued by SEBI as amended. Besides, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustees and the Trustees shall be obliged to share the details so submitted with all "Qualified Institutional Buyers"(QIBs) within two working days of their specific request.</p> <p>The Debenture Trustee shall be vested with the requisite powers for protecting the interest of the Bondholders. The Debenture Trustee shall ensure disclosure of all material events on an ongoing basis.</p>

Issuer 	Trustee 
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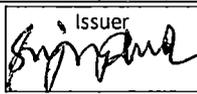
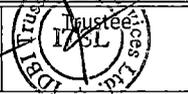
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	<p>The Debenture Trustee shall disclose the information to the Bondholders and the general public by issuing a press release and placing on the websites of the Debenture Trustee, the Bank and NSE in the following events:</p> <p>(a) Non-payment of interest on the Bonds by the Bank (whether in pursuance of RBI Regulations or otherwise);</p> <p>(b) Revision in credit rating assigned to the Bonds.</p>
Risk Factors Pertaining to the Issue	The Bonds issued are subject to the "Coupon Discretion", "Loss Absorbency", "Write-off on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet.
Issuance Mode	Private Placement in Demat form through NSE EBP
Convertibility	Non-Convertible
Trading Mode	In Demat mode only
Mode of Issue	Private Placement through NSE EBP
Security	Unsecured and Subordinated
Lock-in-Period	Not Applicable
Trustees	IDBI Trusteeship Services Ltd
Registrars	KFin Technologies Limited
Compliance officer	Company Secretary of the Bank
Business Day/ Working Day	<p>Business Days/ Working Days shall be all days on which commercial banks are open for business in Kolkata except with reference to Issue Period and Record Date, where Business Days/ Working Days shall mean all days, except Saturdays, Sundays and public holidays, on which commercial banks are open for business in Kolkata.</p> <p>If any interest/principal payment date falls on a day which is not a Business Day then payment of Interest/Principal shall be made in accordance with SEBI operational circular dated 10th August 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613</p>
Effect of holidays	<p>If any coupon payment date falls on a day that is not a business day, the payment shall be made by the issuer on the immediately succeeding business day, which becomes the coupon payment date for that coupon. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment dates 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-business day.</p> <p>If the Call Option Due Date (also being the last Coupon Payment Date, in case call option is exercised) of the Bonds falls on a day that is not a Business Day, the Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day shall be considered as the Record Date.</p>
Loss absorption features of Additional Tier 1 (AT1) Instruments at the Pre-Specified Trigger and/or PONV	
Loss Absorbency	The Bonds may be classified as liabilities for accounting purposes. 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 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 instruments at the Pre-Specified Trigger level and Point of Non-



	<p>Viability as provided for in Annex 16 of the aforesaid circular, as amended or replaced from time to time. In the case of any discrepancy or inconsistency between the terms of the bond contained in any Transaction Document(s) including the Placement Memorandum and the Basel III Guidelines, the provisions of the RBI Basel III Guidelines shall prevail.</p> <p>Accordingly, the Bonds and any claims or demands of any Bondholder or any other person claiming for or on behalf of or through such Bondholder, against the Bank, 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)</p>
<p>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"), the same shall be referred as "Pre-Specified Trigger Level"</p> <p>A write-down of the Bonds may have the following effects:</p> <ul style="list-style-type: none"> i) Reduce the claim of the Bond (up to nil) in liquidation; ii) Reduce the amount to be re-paid on the Bond when call is exercised (up to nil); iii) Partially or fully reduce Coupon payments on the Bond. <p>In relation to Loss Absorption at Pre-Specified Trigger Level, the following may be noted:</p> <ul style="list-style-type: none"> a) The write-down of any Common Equity Tier 1 capital shall not be required before a write-down of any AT1 Instrument (including the Bonds). b) The aggregate amount to be written-down for all AT1 Instruments on breaching the Pre-Specified Trigger Level must be at least the amount needed to immediately return the Bank's CET1 ratio to the trigger level (i.e. CET 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. c) Further, 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 the CET1 ratio to 8% of RWAs (minimum CET1 of 5.5% + capital conservation buffer of 2.5%). d) 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 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. e) 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. f) The Bonds which have been written down can be written up (partially or fully) at the absolute discretion of the Bank and subject to compliance with RBI instructions (including permission, consent if any).
<p>Loss Absorption at the Point of Non-Viability (PONV)</p>	<ul style="list-style-type: none"> a) The Bonds, at the option of the RBI, may be permanently written off upon occurrence of the trigger event, called the Point of Non-Viability

Issuer  Trustee 



Trigger ("PONV Trigger"). PONV trigger event shall be as defined in the aforesaid Basel III Guidelines and shall be determined by the RBI.

b) If a PONV trigger (as described below) occurs, the Bank shall:

i) notify the trustee

ii) cancel any Coupon which is accrued and unpaid on the Bonds as on the write-off date; and

iii. Without the need for the consent of Bondholders or the Trustee, write off the outstanding principal of the Bonds by such amount as may be prescribed by RBI ("PONV Write Off Amount") and as is otherwise required by the RBI at the relevant time. The Issuer will affect a write-off within thirty days of the PONV Write-Off Amount being determined and agreed with the RBI.

c) As per extant guidelines, PONV Trigger event is the earlier of:

i) decision that a permanent write-off, without which the Bank would become non-viable, is necessary, as determined by the RBI; and

ii) the decision to make a public sector injection of capital, or equivalent support, without which the Bank have become non-viable, as determined by relevant authority

d) RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise. The amount of non-equity capital to be written-off will be determined by RBI

e) 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 instruments. The order of write-off of the bonds shall be as specified in the order of seniority as per the Placement Memorandum and any other regulatory norms as may be stipulated by the RBI from time to time.

f) The Bonds can be written down multiple times in case the Bank hits the PONV trigger levels subsequent to the first write down. The Bonds which has been written off shall not be written up.

Such a decision would invariably imply that the write-off 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 a trigger event and when write-off is undertaken.

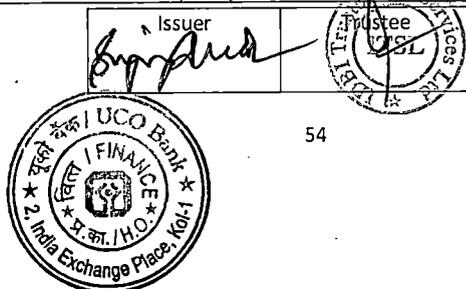
In any case it should be noted that following writing-off of the Bonds and claims and demands as noted above neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to the Bondholder or any other person claiming 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 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 an Additional Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds

Issuer
[Signature]

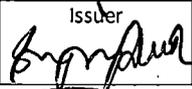
Trustee
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	<p>and there is no right available to the Bondholder hereof or any other person claiming for or on behalf of or through such holder to demand or seek that any other regulatory capital be subject to prior or simultaneous write-off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.</p> <p>g) 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 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>Criteria to determine PONV</p>	<p>a) The above framework under RBI Regulations shall be invoked when the Bank is adjudged by the RBI to be approaching the point of non-viability, or has already reached the point of non-viability, but in the views of RBI :</p> <ol style="list-style-type: none"> there is a possibility that a timely intervention in form of capital support, with or without other supporting interventions, is likely to rescue the Bank; and if left unattended, the weaknesses would inflict financial losses on the Bank and, thus, cause decline in its common equity level. <p>b) The purpose of write-off of non-equity regulatory capital elements will be to shore up the capital level of the Bank. RBI shall follow a two-stage approach to determine the non-viability of the Bank. The Stage 1 assessment would consist of purely objective and quantifiable criteria to indicate that there is a prima facie case of the Bank approaching non-viability and, therefore, a closer examination of the Bank's financial situation is warranted. The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1 information, would help in determining whether the Bank is about to become non-viable. These criteria would be evaluated together and not in isolation.</p> <p>Once the PONV is confirmed, the next step would be to decide whether rescue of the Bank would be through write-off alone or in conjunction with a public sector injection of funds.</p>

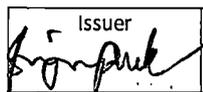


<p>Treatment of AT1 Instruments in the event of Winding-Up, Amalgamation, Acquisition, Re-Constitution, etc. of the Bank ("Other Events")</p>	<p>The Bond will not contribute to liabilities exceeding assets of the Bank if such a balance sheet forms part of a requirement to prove insolvency under any law or otherwise</p> <p>a) If the issuer goes into liquidation before the Bonds have been written-down, these Bonds will absorb losses in accordance with the order of seniority indicated in Placement Memorandum and as per the usual legal provisions governing priority of charges.</p> <p>B) If the Issuer goes into liquidation after the Bonds have been written-down, the holders of these Bonds will have no claim on the proceeds of liquidation.</p> <p>C) Amalgamation of a banking company: (Section 44 A of Banking Regulation Act, 1949)</p> <p>i) 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>ii) If the Bank is amalgamated with any other bank after the Bonds have been written-down permanently, the amalgamated entity can write-up these instruments as per its discretion..</p> <p>D) Scheme of reconstitution or amalgamation of a banking company</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 AT 1 instruments will be activated. Accordingly, AT 1 instruments will be fully converted / written-down permanently before amalgamation / reconstitution in accordance with these rules.</p>
<p>Order of Claim of AT 1 Instruments at the time of Gone Concern situation</p>	<p>The order of claims/ write-down of various types of regulatory capital instruments issued by the Bank or may be issued by the Bank in future shall be in accordance with the order of seniority and as per usual legal provisions governing priority of charges. The claims of Bondholders (investors in Perpetual Debt Instruments for inclusion as Additional Tier 1 Capital) shall be:</p> <p>a) Superior to the claims of investors in equity/ common shares, perpetual non-cumulative preference shares and other regulatory capital instruments eligible for inclusion in Tier 1 capital of the Bank. However, claims of Perpetual Debt Instruments eligible for inclusion in Additional Tier 1 capital shall be on pari-passu basis amongst themselves irrespective of the date, amount or terms of issue;</p> <p>b) Subordinated to the claims of</p> <p>(i) all depositors;</p> <p>(ii) general creditors;</p> <p>(iii) subordinated debt other than subordinated debt qualifying as Additional Tier 1 capital;</p> <p>(iv) subordinated debt eligible for inclusion in hybrid Tier 1 capital under the then prevailing Basel III guidelines (to the extent</p>

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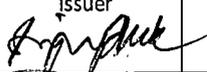


	<p>permitted under the RBI guidelines);</p> <p>(v) Debt Capital Instruments eligible for inclusion in Tier 2 capital issued and to be issued in future by the Bank;</p> <p>(vi) perpetual cumulative preference shares;</p> <p>(vii) redeemable non-cumulative preference shares;</p> <p>(viii) redeemable cumulative preference shares eligible for inclusion in Tier 2 capital issued and to be issued in future by the Bank.</p> <p>c) Neither secured nor covered by a guarantee of the Bank or its related entity or any other arrangement that legally or economically enhances the seniority of the claims of Bondholders vis-à-vis creditors of the Bank;</p> <p>d) Claims of holders of perpetual non-cumulative preference shares shall be superior to the claims of holders of equity/ common shares;</p> <p>Notwithstanding anything to the contrary stipulated herein, the claims of the Bondholders shall be subject to the provisions of Coupon Discretion, Loss Absorbency and Other Events mentioned in this Placement Memorandum.</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> <p>Once the Basel III Compliant Additional Tier 1 instruments are written-down, the Bondholders shall have no claim on the proceeds of liquidation.</p>
Prohibition on Purchase/ Funding of Bonds	Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall also not grant advances against the security of the Bonds issued by it.
Conditions of Breach of Covenants	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) of the Bonds except in case of bankruptcy and liquidation of the Bank.
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Kolkata (West Bengal)
Basis of Allocation/Allotment	The Bank reserves the right to reject any/all applications fully or partially at its sole discretion, without assigning any reason whatsoever.
Re-capitalization	Nothing contained in this term-sheet or any transaction documents shall hinder recapitalization by the issuer.
Events of Default	<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-off 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 Debenture 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</p>

Issuer




	<p>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 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</p> <p>In case of default in payment of Coupon and/or principal redemption on the due dates as per the terms set out under this Placement Memorandum, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. However, it is clarified that any non-payment of interest and / or principal on account of Basel III Guidelines, Coupon Discretion, Loss Absorbency and other events of this Summary Term Sheet, shall not be deemed to be an event of default and no such default interest shall be payable.</p>
Applicable RBI Guidelines	<p>The present issue of Bonds is being made in pursuance of Master circular no. DOR.CAP.REC.3/21.06.201/2022-23 dated Apr 01, 2022 which consolidates all instructions on the matter of Basel III Capital Regulations ("Master Circular") covering terms and conditions for issue of Perpetual Debt Instruments ("PDIs") for inclusion in Additional Tier 1 Capital (Annex 4 of the Master Circular) and minimum requirements to ensure loss absorbency of Additional Tier 1 instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the point of non-viability (Annex 16 of the Master Circular) as amended or replaced from time to time.</p> <p>In the event of any inconsistency in terms of the Bonds as laid down in any of the transaction document(s) and terms of the Master Circular, supremacy of the provisions of the Master Circular over the IM shall prevail.</p> <p>The issue of Bonds and the terms and conditions of the Bonds will be subject to the applicable guidelines issued by the Reserve Bank of India and the Securities and Exchange Board of India (SEBI) from time to time.</p>
Applicable SEBI Regulations	<p>This placement memorandum is prepared in conformity with Securities and Exchange Board of India (Issue And Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI NCS Regulations") issued vide circular no. SEBI/LAD-NRO/GN/2021/39DATED AUGUST 9, 2021 read with sebi circular no SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 as modified/amended/supplemented from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations 2015, each as amended from time-to-time)</p>
Additional Covenants	<p>Delay in Listing: The Bank shall make listing application to NSE within 3 trading days from the closure of the issue of the Bonds. In case of delay in listing of the Bonds beyond 3 trading days from</p>

<p>Issuer</p> 	<p>Trustee</p> 
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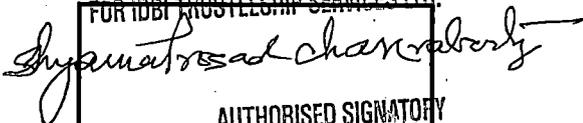

	<p>the Closure of the Issue, the Bank shall pay penal interest at the rate of 1.00% p.a. over the Coupon Rate for the period of delay to the Investor (i.e., from the deemed date of allotment to the date of listing).</p> <p>Refusal in Listing: If listing permission is refused before the expiry of the 3 days from the date of closure of issue, the Issuer shall forthwith repay all monies received from the applicants in pursuance of the Placement Memorandum along with penal interest of 1.00% per annum over the Coupon Rate from the expiry of 4 days from the Deemed Date of Allotment. If such monies are not repaid within 8 days after the Issuer becomes liable to repay it (i.e. from the date of refusal or 4 days from the date of closure of issue, whichever is earlier), then the Issuer and every director of the Issuer who is an officer in default shall, on and from the expiry of 8 days, will be jointly and severally liable to repay the money with interest at the rate of 15 per cent per annum on application money.</p>
<p>Debenture Redemption Reserve</p>	<p>The Ministry of Corporate Affairs, Government of India has vide circular no. 11/02/2012- CL-V(A) dated February 11, 2013, clarified that no Debenture Redemption Reserve is required for debentures issued by Banking Companies for both public as well as well as privately placed debentures. The Bank has appointed a trustee to protect the interest of the Bondholders.</p>

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 the within named
UCO BANK
in its capacity as the Bank
by the hand of
Shri Sujoy Dutta, DGM & CFO
an authorized representative of UCO Bank



SIGNED AND DELIVERED by the within named
IDBI TRUSTEESHIP SERVICES LIMITED in
its capacity as Debenture Trustee by the hand of
Shri Shyama Prosad Chakraborty, Agent &
Constituted Attorney, an authorised signatory of the
IDBI TRUSTEESHIP SERVICES LIMITED

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

