

## Annexure V

### PROVISIONAL TERM SHEET

Draft Term Sheet for the issue of Bonds(as defined below) Fully Paid-Up Basel III Compliant Perpetual Debt Instruments in pursuance of Reserve Bank of India master circular no-BASEL III Capital Regulations, RBI/2015-16/58 DBR.No.BP.BC.1/21.06.201/2015-16 dated July 01, 2015 and Master Circular on Basel III capital regulations clarification issued by RBI vide circular RBI/2015-16/285, DBR.No.BP.BC.71/21.06.201/2015-16 dated January 14, 2016 and RBI Circular RBI/2016-17/222 DBR.BP.BC.No.50/21.06.201/2016-17 Dated February 02, 2017 (BASEL III Guidelines)

1	Security Name	(---)% CANARA BANK Additional Tier I Bond 2019-20 Series I
2	Issuer	Canara Bank (“CB”/ the “Bank”/ the “Issuer”)
3	Issue Size	Rs 500 Cr(Five Hundred Crore)
4	Option to retain oversubscription	Greenshoe option of Rs 1000 crore.
5	Type of Instrument	Non-Convertible, Perpetual, Taxable, Subordinated, Unsecured Basel III Compliant Additional Tier 1 Bonds in the nature of debentures of Face value of Rs 10 Lacs each
6	Nature of Instrument	Unsecured The bonds are neither secured nor covered by a guarantee of the Bank nor related entity or other arrangements that legally or economically enhances the seniority of the claim vis-à-vis other creditors of the Bank.
7	Objects of the Issue	Augmenting Additional Tier I Capital (As per the terms defined in Basel III guidelines) and over all capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines.
8	Utilization of the Proceeds of the Issue	The Bank shall utilize the proceeds of the issue for augmenting Additional Tier 1 Capital and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long term resources in accordance with RBI Guidelines
9	Status of Bonds / Seniority of Claims	<p>The Claims of the Bondholders shall :</p> <ol style="list-style-type: none"> <li>1. be superior to the claims of investors in equity shares and perpetual non-cumulative preference shares issued by the Bank , if any;</li> <li>2. be subordinated to the claims of depositors, general creditors &amp; subordinated debt of the Bank, other than any subordinated debt qualifying as Additional Tier 1 Capital (as defined in the Basel III Guidelines);</li> <li>3. Neither be secured nor covered by a guarantee of the Issuer nor related entity or any other arrangement that legally or economically enhances the seniority of the claim vis-à-vis creditors of the Bank;</li> <li>4. Unless the terms of any subsequent issuance of bonds/debentures (in the nature of AT1 instruments) by the Bank specifies that the claims of such subsequent bond holders are senior or subordinate to the bonds issued under this Disclosure Document or unless the RBI specifies otherwise in its guidelines or regulations, the claims of the Bond holders shall be pari passu with claims of holders of such subsequent debentures/bond issuances of the Bank;</li> <li>5. Rank pari passu without preference amongst themselves.</li> </ol> <p style="text-align: center;">Additional Tier 1 Capital shall have the meaning ascribed to such</p>



		<p>terms under Basel III Guidelines.</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 the disclosure document and the Summary Term sheet.</p> <p>The instrument cannot contribute to liabilities exceeding assets if such a balance sheet test forms part of a requirement to prove insolvency under any law or otherwise.</p>
10	Listing	Proposed on the Wholesale Debt Market (WDM) segment of National Stock Exchange of India Limited ("NSE").
11	Credit Rating	"AA" by CRISIL and India Ratings and Research
12	Mode of Issue	Private Placement.
13	Issuance Mode	Only in dematerialized form
14	Trading Mode	Only in dematerialized form
15	Security	Unsecured
16	Convertibility	Non-Convertible
17	Face Value	Rs.10,00,000/- (Rupees Ten Lakh) per Bond
18	Issue Premium	Nil
19	Issue Discount	Nil
20	Issue Price	At par i.e Rs 10,00,000 (Rupees Ten Lakhs) per Bond.
21	Minimum Application	10 Bonds (Ten Bonds i.e Rs 1 crore) and in multiples of 1 Bond i.e Rs 10 lakhs thereafter.
22	Tenor	Perpetual i.e there is no maturity date and there are no step-ups or other incentives to redeem.
23	Redemption date	Not applicable as the Bonds are perpetual and there shall be no redemption date.
24	Redemption Premium	Nil
25	Redemption Discount	Nil
26	Redemption Amount	<p>Not applicable.</p> <p>However, in case of Redemption on account of 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 / Write Off on account of Loss Absorbency and Other Events as mentioned in the Summary Term Sheet.</p>
27	Coupon Rate	(To be decided) % per annum subject to "Coupon Discretion", "Loss absorbency", and "Other Events" mentioned in the Summary Term Sheet.
28	Coupon Reset	Not Applicable
29	Coupon Type	Fixed
30	Coupon Payment Frequency	Annual subject to "Coupon Discretion" and / or "Loss Absorbency" (as the case may be)
31	Coupon Payment Dates	On the Anniversary of Deemed Date of Allotment each year, subject to RBI regulations (up to Call option date, in case Call option is exercised by the Bank)
32	Computation of Interest/Day count Basis	The Interest for each of the interest periods shall be computed as per Actual/ Actual day count convention (As per SEBI circular Nos. CIR/IMT/DF-18/2013 dated 29.10.2013 and CIR/IMD/DF-1/122/2016



		<p>dated.11.11.2016) on the face value / Principal Outstanding after adjustments and write off on account of “Loss absorbency” and “ Other events” mentioned in the 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.</p>
33	Step up /Step down Coupon rate	Not applicable
34	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 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</p>



		<p>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. However, prior approval of the RBI for appropriation of reserves as above in terms of Circular No. DBOD. BP. BCNo. 31/21.04.018/2006-07 dated 20.09.2006 on Section 17(2) of Banking Regulation Act, 1949 on appropriation from “reserve fund.”</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 systematically 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. 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>
35	Dividend Stopper Clause	<p>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 I Capital(other than to the extent that any such distribution, dividend 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 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, paripassu 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</p>



		<p>and/or cancelled coupon will not be paid in the future years.</p> <p>For avoidance of doubt, the dividend stopper will not:</p> <ol style="list-style-type: none"> <li>a) Stop payment on another instrument where the payments on such an instrument are not fully discretionary;</li> <li>b) Prevent distribution to share holder for a period that extends beyond the point in time at which interest on the bonds is resumed;</li> <li>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</li> <li>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.</li> </ol>
36	Record Date	<p>Reference date/ Record date for payment of coupon which shall be the date falling 15 (fifteen) days prior to</p> <ul style="list-style-type: none"> <li>• the each Coupon Payment Date on which coupon amount is due and payable and</li> <li>• the Call Option Due Date on which the Call Option Price is due and payable, if Call Option is exercised by the Bank.</li> </ul>
37	Interest on Application Money	<p>This shall be paid at the coupon rate (subject to deduction of Income Tax as per 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 Bank's Account upto one day prior to the Deemed Date of Allotment.</p> <p>The Bank shall not be liable to pay interest in case of invalid applications or applications liable to be rejected including application made by a person who is not an eligible Investor.</p> <p>The interest on Application Money will be computed as per Actual/ Actual day count convention. Such interest would be paid on all valid applications, including the refunds. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders. 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.</p> <p>Income Tax at Source (TDS) will be deducted at the applicable rate on interest on Application Money.</p>
38	Put Option	Not Applicable
39	Call Option Price	At par i.e. Rs. 10,00,000 (Rupees Ten lakhs) per Bond
40	Call Notification Time	30 (Thirty) calendar days prior to the date of exercise of Call Option



41	Condition for exercise of call option	<p>The Call Option may be exercised subject to following conditions:</p> <p><b>(i)</b> Such Call Option, if exercised, shall only be after the expiry of 5 (five) years from the Deemed Date of Allotment;</p> <p><b>(ii)</b> To exercise the Call Option, the Bank must receive prior approval of RBI (Department of Banking Regulation);</p> <p><b>(iii)</b> The Bank shall not exercise Call Option unless:</p> <p>a) The Bond is replaced with capital of the same or better quality and the replacement of this capital is done at conditions which are sustainable for the income capacity of the Bank; or</p> <p>b) The Bank demonstrates that its capital position is well above the minimum capital requirements after the call option is exercised.</p>
42	Issuer Call Option	<p>The Issuer may, at its sole discretion, with prior approval of the RBI, and having notified the Debenture Trustee not less than 21 calendar days prior to the date of exercise of Call Option (which notice shall specify the date fixed for exercise of Call Option) may exercise Call Option on the outstanding Bonds.</p> <p>The Call Option, which shall be exercisable at the sole discretion of the Bank, may or may not be exercised on the Fifth anniversary of the Deemed Date of Allotment or any Coupon Payment Date thereafter.</p>
43	Tax Call	<p>If there is any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated there under) in India or any change in the official application of such laws, regulations or rulings (a "Tax Event") like the Issuer will no longer being entitled to claim a deduction in respect of computing its taxation liabilities with respect to coupon on the Bonds, Issuer may, at its option, redeem the Bonds, in whole but not in part, at a redemption price equal to outstanding principal amount subject to adjustment on account of "Loss Absorbency" and other events mentioned in the Term Sheet, together with any accrued but unpaid interest (subject to Coupon Discretion) to (but excluding) the date fixed for exercising call option on such Bonds. Any redemption upon the occurrence of a Tax Event will be subject to the provisions described under "Call Notification Time" and conditions (ii) and (iii) enumerated under "Condition for exercise of Call Option"</p> <p>RBI may permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Call at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the call option is exercised.</p>
44	Regulatory Call	<p>If there is a change in the regulatory classification of the Bonds that occurs on or after the issue date of the Bonds (a "Regulatory Event"), Issuer may, at its option, redeem the Bonds, in whole but not in part, at a redemption price equal to outstanding principal amount subject to adjustment on account of "Loss Absorbency" and Other Events mentioned in the Summary Term Sheet, together with any accrued but</p>



		<p>unpaid interest (subject to Coupon Discretion) 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"</p> <p>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 Call at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the call option is exercised.</p>
45	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>Such bonds may be held, reissued, resold, extinguished or surrendered, at the option of the Issuer.</p>
46	Depository	National Securities Depository Ltd (NSDL) & Central Depository Services (India) Ltd (CDSL)
47	Cross Default	Not Applicable
48	Settlement	<p>The Bank shall make payment of coupon, interest on application money, Call Option Price (in case of exercise of Call Option), repayment of Principal by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ NECS/ RTGS/ NEFT mechanism/ 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.</p> <p>The Bonds shall be taken as discharged on payment of the Call Option Price by the Bank on the Call Option Due Date to the sole/ first Beneficial Owners of the Bonds as given by the Depository to the Bank as on the Record Date. Such payment will be a legal discharge of the liability of the Bank towards the Bondholders and the Bank shall not be liable to pay any interest or compensation from the Call Option Due Date. On such payment being made, the Bank shall inform NSDL/ CDSL/ Depository Participant and accordingly the account of the Beneficial Owners with NSDL/ CDSL/ Depository Participant shall be adjusted.</p>
49	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"> <li>1. Letter appointing M/s SBICAP Trustee Company Ltd as Trustees to the Bond Holders;</li> <li>2. Debenture Trusteeship Agreement/ Bond Trusteeship</li> </ol>



		<p>agreement/Debenture Trust Deed;</p> <ol style="list-style-type: none"> <li>3. Rating letter from Rating Agencies namely CRISIL and India Ratings;</li> <li>4. Letter appointing Registrar and agreement entered into between the Issuer and the Registrar;</li> <li>5. Tripartite agreement between the Issuer, Registrar to the Issue and NSDL for issue of Bonds in dematerialized form;</li> <li>6. Tripartite agreement between the Issuer, Registrar to the Issue and CDSL for issue of Bonds in dematerialized form;</li> <li>7. Application made to NSE for seeking its in-principle approval for listing of bonds;</li> <li>8. Listing Agreement with NSE.</li> <li>9. Disclosure document.</li> </ol>
50	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"> <li>1. Letter from the Trustees conveying their consent to act as Trustees for the Bondholder(s);</li> <li>2. Letter from NSE conveying its In-principle approval for listing and trading of Bonds</li> <li>3. Rating Letters from rating agencies not more than one month old from the date of issuance.</li> </ol>
51	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 Disclosure Document:</p> <ol style="list-style-type: none"> <li>1. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Deemed Date of Allotment,</li> <li>2. Making listing application to NSE within 15 days from the Deemed Date of Allotment of Bonds and seeking listing permission within 20 days from the Deemed Date of Allotment of Bonds in pursuance of SEBI Debt Regulations;</li> <li>3. Besides, the issuer shall perform all the activities, whether mandatory or otherwise, as mentioned elsewhere in this disclosure document.</li> </ol>
52	Recapitalization	The Bonds shall not have any features that hinder re-capitalization, such as provisions which require the Bank to compensate investors if a new instrument is issued at a lower price during a specified time frame
53	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.
54	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.
55	Default interest rate	Not applicable
56	Debenture Redemption Reserve	In pursuance of rule 18 (7) (b) (i) of the Companies (Share Capital and Debentures) Rules, 2014, no DRR is required to be created for debentures issued by banking companies for both public as well as privately placed debentures.





57	<b>Issue Schedule :</b> <b>1. Opening Date*</b> <b>2. Closing Date*</b>	<b>To be decided</b> <b>To be decided</b>
58	<b>Pay-In-Date*</b>	<b>To be decided</b>
59	<b>Deemed Date of Allotment*</b>	<b>To be decided</b>
<p>* The Bank reserves its sole and absolute right to modify (pre-pone/ post-pone) the above issue schedule without giving any reasons or prior notice. In such a case, applicants shall be intimated about the revised time schedule by the Bank. The Bank also reserves the right to keep multiple Date(s) of Allotment at its sole and absolute discretion without any notice. In case if the Issue Closing Date/ Pay in Dates is/are changed (pre-poned/ post-poned), the Deemed Date of Allotment may also be changed (pre-poned/ post-poned) by the Bank at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates may also be changed at the sole and absolute discretion of the Bank.</p>		
<b>Loss absorption features of Additional Tier 1 (AT1) Instruments at the Pre-Specified Trigger and/or PONV</b>		
60	Loss Absorption/ Absorbency	Loss 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 Pre-Specified Trigger Level and at the Point of Non Viability as provided for in Annex 16 of the aforesaid circular.  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)
61	Loss Absorption at Pre-Specified Trigger Level	Pre- If the CET1 of the Bank falls below 6.125% of RWA on or after March 31, 2019 , the same shall be referred to as “ Pre specified Trigger Level” .  A write-off 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



		<p>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.</p> <p>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%).</p> <p>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.</p> <p>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.</p> <p>f) The Bonds which have been written off can be written up (partially or full) at the absolute discretion of the Bank and subject to compliance with RBI instructions (including permission, consent if any).</p>
62.	Loss Absorption at the Point of Non-Viability (PONV)	<p>At the option of the RBI, the Bonds may be 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.</p> <p>As per the extant Basel III Regulations, the PONV Trigger shall be the earlier of:</p> <p>(i) a decision that a full and permanent write-off, without which the Bank would become non-viable, is necessary, as determined by the RBI; and</p> <p>(ii) the decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the relevant authority.</p> <p>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.</p> <p>The Write-off of any common Equity Tier 1 capital shall not be required before the write-off of any non equity (Additional Tier 1 and Tier 2) regulatory capital instruments. The order of write-off of the bonds shall be as specified in the order of seniority as per the Disclosure document and any other regulatory norms as may be stipulated by the RBI from time to time.</p> <p>The Bonds can be written down multiple times in case the Bank hits the</p>



PONV trigger levels subsequent to the first write down. The Bonds which has been written off shall not be written up.

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 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 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.

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 Disclosure Document, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/amendment thereof), whether senior or pari passu or subordinate, and whether a Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds and there is no right available to the Bondholder 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.

The Bank facing financial difficulties and approaching a PONV will be deemed to achieve viability if within a reasonable time in the



		<p>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:</p> <ol style="list-style-type: none"> <li>a) Restore depositors'/ investors' confidence;</li> <li>b) Improve rating/ creditworthiness of the Bank and thereby improve its borrowing capacity and liquidity and reduce cost of funds; and</li> <li>c) Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.</li> </ol> <p>A Trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write off.</p>
63.	Criteria to determine the PONV	RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise, in accordance with applicable laws. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write-off.
64.	Treatment of AT1 Instruments in the event of Winding-Up, Amalgamation, Acquisition, Re-Constitution, etc. of the Bank	<ol style="list-style-type: none"> <li>a) If the Bank goes into liquidation before the AT1 instruments have been written-down, these instruments shall absorb losses in accordance with the order of seniority indicated in the Disclosure Document and as per usual legal provisions governing priority of charges</li> <li>b) If the Bank goes into liquidation after the AT1 instruments have been written-down, the holders of these instruments shall have no claim on the proceeds of liquidation.</li> <li>c) Amalgamation of a banking company: (Section 44 A of BR Act, 1949 as amended from time to time) <ol style="list-style-type: none"> <li>(i) If the Bank is amalgamated with any other bank before the AT1 instruments have been written-down, these instruments will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.</li> <li>(ii) If the Bank is amalgamated with any other bank after the AT1 instruments have been written-down temporarily, the amalgamated entity can write-up these instruments as per its discretion.</li> <li>(iii) If the Bank is amalgamated with any other bank after the non-equity regulatory capital instruments have been written-down permanently, these cannot be written-up by the amalgamated entity.</li> </ol> </li> <li>d) Scheme of reconstitution or amalgamation of a banking company: (Section 45 of BR Act, 1949 as amended from time to time)</li> </ol> <p>If the relevant authorities decide to reconstitute the Bank or amalgamate the Bank with any other bank under the Section 45 of BR Act, 1949, then the Bank will be deemed as non-viable or approaching non-viability and</p>



		both the pre-specified trigger and the trigger at the point of non-viability for write-down of AT1 Instruments will be activated. Accordingly, the Bonds will be fully written-down permanently before amalgamation / reconstitution in accordance with these rules.
65.	Order of claim of AT 1 instruments at the event of Gone concern situation	<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> <ul style="list-style-type: none"> <li>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;</li> <li>b) subordinated to the claims of (i) all depositors; (ii) general creditors; (iii) subordinated debt other than subordinated debt qualifying as Additional Tier 1 capital; (iv) subordinated debt eligible for inclusion in hybrid Tier 1 capital under the then prevailing Basel II guidelines (to the extent permitted under the RBI guidelines); (v) Debt Capital Instruments eligible for inclusion in Tier 2 capital issued and to be issued in future by the Bank; (vi) perpetual cumulative preference shares; (vii) redeemable non-cumulative preference shares; (viii) redeemable cumulative preference shares eligible for inclusion in Tier 2 capital issued and to be issued in future by the Bank.</li> <li>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;</li> <li>d) Claims of holders of perpetual non-cumulative preference shares shall be superior to the claims of holders of equity/ common shares;</li> </ul> <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 Disclosure Document.</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-off, the Bondholders shall have no claim on the proceeds of liquidation.</p>
66	Treatment in Insolvency	The bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy



		and liquidation.
67	Prohibition on Purchase/ Funding of Bonds	Neither the Bank nor its related parties 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.
<b>OTHER GENERAL TERMS</b>		
68	Eligible Investors	<p>The following class of investors are eligible to participate in the offer (being “Eligible Investors”)</p> <ol style="list-style-type: none"> <li>a) Mutual Funds;</li> <li>b) Public Financial Institutions as defined under the Companies Act, 2013</li> <li>c) Scheduled Commercial Banks;</li> <li>d) Insurance Companies;</li> <li>e) Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds;</li> <li>f) Co-operative Banks;</li> <li>g) Regional Rural Banks authorized to invest in bonds / debentures;</li> <li>h) Companies and Bodies Corporate authorized to invest in bonds / debentures;</li> <li>i) Trusts and Societies authorized to invest in bonds / debentures and</li> <li>j) Statutory Corporations / Undertakings established by Central / State legislature authorized to invest in bonds / debentures etc.</li> <li>k) Foreign Portfolio Investors</li> </ol> <p>The following class of investors are not eligible to participate in the offer:</p> <ol style="list-style-type: none"> <li>1) Resident Individual Investors;</li> <li>2) Foreign Nationals ;</li> <li>3) Any related party over which the bank exercises control or significant influence (as defined under the relevant accounting standards;</li> <li>4) Persons resident outside India;</li> <li>5) Venture Capital Funds, Alternative Investment Funds, Overseas Corporate Bodies;</li> <li>6) Partnership Firms formed under applicable laws in India in the name of the partners;</li> <li>7) Hindu Undivided Families through Karta; and</li> <li>8) Person’s ineligible to contract under applicable statutory/ regulatory requirements.</li> </ol> <p>This Issue is restricted only to the above investors. Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the issue.</p> <p>Prior to making any investment in these Bonds, each 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 investor to invest in these Bonds.</p>



		<p>Further, mere receipt of this Disclosure Document (and/or any Transaction Document in relation thereto and/or any draft of the Transaction Documents and/or the Disclosure Document) 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>*Investment by FIIs in these Bonds raised in Indian Rupees shall be within an overall limit of 49% of the issue size subject to the restriction that investment by each FPI shall not exceed 10% of the issue size. Further Investment by FPIs in the bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the RBI, SEBI or any other regulatory authorities on investment in these Bonds.</p> <p>The issuance being a private placement through the Electronic Bidding Platform of NSE , the investors who have bid on their own account or through their arrangers, if any, appointed by Issuer, in the issue through the said platform and in compliance with SEBI circulars on the above subject and NSE EBP operating guidelines are only eligible to apply.</p> <p>Notwithstanding any acceptance of bids by the bank on and /or pursuant to the bidding process, on the electronic book platform, (a) if a person, in the bank’s view, is not an eligible investor, the Bank shall have the right to refuse allotment of Bonds to such person and reject such person’s application; (b) If after applying for subscription to these bonds and / or allotment of bonds to any person, such person(S) 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>
69	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 Bengaluru, Karnataka.
70	Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master circular no. DBR.No.BP.BC.1/21.06.201/2015-16 dated July 01, 2015 issued by the Reserve Bank of India on Basel III Capital Regulations and clarification issued thereof vide circular no. DBR.No.BP.BC.71/21.06.201/2015-16 dated January 14, 2016 and DBR. BP.BC.No.50/21.06.201/2016-17 dated February 02, 2017 (“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. 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, the provisions of the Master Circular shall prevail.



		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.
71	Applicable SEBI Regulations	Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended.
72	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.
73	Events of Default	Not Applicable. It is further clarified that cancellation of discretionary payments shall not be deemed to be an event of default. The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
74	Trustees	<b>SBICAP TRUSTEESHIP COMPANY LTD. (Subject to Permission from Bond Committee)</b>
75	Registrars	<b>Canara Bank Computer Services Limited (CCSL) (Subject to Permission from Bond Committee)</b>
76	Compliance Officer	<b>Company Secretary of the Bank (Subject to Permission from Bond Committee)</b>
77	Roles and Responsibilities of Trustees	<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 Debt Regulations, the Securities and Exchange Board of India (Debentures Trustees) Regulation, 1993, the Debenture Trusteeship Agreement, Disclosure Document 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 &amp; Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 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>
78	Business Day Convention	"Business Day" shall be all days (excluding Sundays and Public Holidays and Saturdays on which the Bank is not open) on which commercial banks are open for business in the city of Bengaluru, Karnataka.





79	Effect of Holiday	<p>If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made by the Bank on the immediately succeeding Business Day along with interest for such additional period. Further, coupon for such additional period so paid, shall be deducted out of the interest payable on the next Coupon Payment Date.</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>												
80	Additional Covenants	<p><b>Delay in Listing:</b> The Issuer shall complete all formalities and seek listing permission within 15 days from the Deemed Date of Allotment. In the event of delay in listing of Bonds beyond 20 days from the Deemed Date of Allotment, the Issuer shall pay penal interest of 1.00% per annum over the Coupon Rate from the expiry of 21 days from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).</p> <p><b>Refusal of Listing:</b> If listing permission is refused before the expiry of the 20 days from the Deemed Date of Allotment, the Issuer shall forthwith repay all monies received from the applicants in pursuance of the Disclosure Document along with penal interest of 1.00% per annum over the Coupon Rate from the expiry of 20 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 20 days from the Deemed Date of Allotment, 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, as prescribed under relevant section of the Companies Act.</p>												
81	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.												
82	Issue Procedure	In pursuance of circular no. CIR/IMD/DF1/48/2016 dated April 21, 2016 issued by SEBI on "Electronic book mechanism for issuance of debt securities on private placement basis" ("EBP Circular") and Frequently Asked Questions issued in relation thereof, the requirement of using electronic book platform ("EBP") is mandatory for debt issues of over Rs. 500 crore, including green shoe option. However EBP route is optional for issues which have a single investor and where the coupon rate is fixed.												
83	Payment Mode	<p>The remittance of application money should be made by electronic transfer of funds through RTGS/NEFT mechanism for credit to an Account as furnished below:</p> <table border="1" data-bbox="587 1778 1481 1995"> <tr> <td><b>Name of the Banker</b></td> <td><b>CANARA BANK</b></td> </tr> <tr> <td><b>Account Name</b></td> <td></td> </tr> <tr> <td><b>Credit into Current A/c No.</b></td> <td><b>To be opened</b></td> </tr> <tr> <td><b>IFSC Code</b></td> <td></td> </tr> <tr> <td><b>Address of the Branch</b></td> <td></td> </tr> <tr> <td><b>Narration</b></td> <td><b>Application money for the Bond issue</b></td> </tr> </table>	<b>Name of the Banker</b>	<b>CANARA BANK</b>	<b>Account Name</b>		<b>Credit into Current A/c No.</b>	<b>To be opened</b>	<b>IFSC Code</b>		<b>Address of the Branch</b>		<b>Narration</b>	<b>Application money for the Bond issue</b>
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