IDBI BANK LIMITED

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Summary Term Sheet

Issue of unsecured non-convertible Basel III Compliant Additional Tier 1 bonds (in the nature of debentures) of Rs.10,00,000 each for cash at par amounting to Rs.500 crore with option to retain over-subscription upto Rs.500 crore

1.	**Security Name**	IDBI Omni Additional Tier 1 Bond 2016-17 Series II
2.	**Issuer**	IDBI Bank Limited
3.	**Issue Size and Option to retain over-subscription**	Rs.500 Crores with an option to retain over subscription up to Rs.500 Crores.
4.	**Objects of the Issue / Details of the utilization of the proceeds**	Augmenting Additional Tier 1 Capital (as the term is defined in the **Basel III Guidelines** (“**Additional Tier 1 Capital**” or “AT1 Capital”) and the overall capital of the Issuer to strengthen the Issuer’s capital adequacy and enhance its long-term resources.
5.	**Type of Instrument**	Unsecured, subordinated, non-convertible, perpetual bonds which will qualify as Additional Tier 1 Capital (the “**Bonds**”).
6.	**Nature of Instrument**	The Bonds are neither secured nor covered by a guarantee of the Issuer nor a related entity nor forming any other arrangement that legally or economically enhances the seniority of the claim of the holders of the Bonds (the “**Bondholders**”) vis-a-vis other creditors of the Issuer.
7.	**Seniority**	1. The claims in respect of the Bonds, subject to Condition 8 (*Temporary Principal Write-down*), will rank: (i) superior to the claims of investors in equity shares and perpetual non-cumulative preference shares of the Issuer; (ii) subordinate to the claims of all depositors and general creditors and subordinated debt of the Issuer other than subordinated debt qualifying as Additional Tier 1 Capital of the Issuer; (iii) *pari passu* without preference amongst themselves and other debt instruments

		classifying as Additional Tier 1 Capital in terms of the Basel III Guidelines; and (iv) to the extent permitted by the Basel III Guidelines, *pari passu* with any subordinated obligation eligible for inclusion in Hybrid Tier 1 Capital (as the term is defined in the Basel III Guidelines) . 2. As a consequence of the subordination provisions set out above, if a winding up of the Issuer should occur, the Bondholders may recover less rateably than the holders of deposit liabilities or the holders of other unsubordinated liabilities of the Issuer. 3. Bondholders will not be entitled to receive notice of, attend, or vote at, any meeting of shareholders of the Issuer or participate in the management of the Issuer.
8.	**Priority of Claims on Liquidation**	1. if the Issuer goes into liquidation before any write-down under Condition 41 (*Loss Absorption*), the Bonds will absorb losses in accordance with Condition 7 (*Seniority*); and 2. if the Issuer goes into liquidation either after the Bonds have been temporarily written-down and not yet written up prior to such liquidation or after any permanent Write-Down of Capital Securities pursuant to Condition 41(i) (*Permanent Principal Write-down on PONV Trigger Event*), the holders of the Bonds will have no claim to the proceeds of liquidation in relation to the amount so written down.
9.	**Listing (including name of stock Exchange(s) where it will be listed)**	Proposed on the Wholesale Debt Market (WDM) Segment of NSE / BSE.
10.	**Tenor**	Perpetual
11.	**Convertibility**	Non-convertible
12.	**Face Value**	Rs.10,00,000/- (Rupees Ten Lakh) per Bond.
13.	**Credit Rating**	(i) 'A+/Negative' from ICRA; and (ii) 'IND A+/Negative' from India Ratings.
14.	**Mode of Issue**	Private placement
15.	**Security**	Unsecured

16.	**Coupon Rate**	10.95 percent per annum
17.	**Coupon Reset**	Not Applicable
18.	**Coupon Type**	Fixed
19.	**Coupon Payment Frequency**	Subject to Conditions 24 *(Coupon Limitation)* and Condition 41 *(Loss Absorption)*, coupon will be payable annually in arrear.
20.	**Coupon Payment Dates**	On each anniversary of the Deemed Date of Allotment.
21.	**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. Such interest shall be paid from the date of realization of cheque (s)/demand draft (s) and in case of RTGS/other means of electronic transfer interest shall be paid from the date of receipt of funds to one day prior to the Deemed Date of Allotment. 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.
22.	**Record Date**	Reference date for payment of coupon or of principal which shall be the date falling 15 days prior to the relevant Coupon Payment Date, Issuer Call Date, Tax Call Date or Regulatory Call Date (each as defined later) on which interest is due and payable. In the event the Record Date falls on a day which is not a business day, the next business day will be considered as the Record Date.

23.	**Computation of Interest**	Actual/ Actual
24.	**Coupon Limitation**	(i) The Issuer may elect at its full discretion to cancel (in whole or in part) coupon scheduled to be paid on Coupon Payment Date. (ii) Further, the coupon will be paid out of distributable items. In this context, coupon may be paid out of current year's profits. However, if current year profits are not sufficient, coupon may be paid subject to availability of sufficient revenue reserves (those which are not created for specific purposes by the Issuer) and/or credit balance in profit and loss account, if any. (iii) However, payment of coupon from the revenue reserves is subject to the Issuer meeting minimum regulatory requirements for CET 1, Tier 1 and Total Capital ratios (each as defined and calculated in accordance with the Basel III Guidelines) at all relevant times and subject to the requirements of capital buffer frameworks (i.e. capital conservation buffer, countercyclical capital buffer and Domestic Systemically Important Banks) set out in Basel III Guidelines; (iv) Coupon on the Bonds will be non-cumulative. If coupon is not paid or paid at a rate lesser than the Coupon Rate, the unpaid coupon will not be paid in future years. Non-payment of coupon will not constitute an Event of Default in respect of the Bonds; (v) In the event that 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 calendar days prior to the relevant Coupon Payment Date of that fact and of the amount that shall not be paid.
25	**Dividend Stopper**	In the event that the Bondholders are not paid interest at the Coupon Rate, there shall be no payment of discretionary dividend on equity shares until the coupon payments to the Bondholders are made in accordance with terms hereof. *Provided* that term shall in no manner operate to: a. restrict the ability of the Issuer to make payments on other instruments that are non discretionary in nature b. restrict the payment of discretionary dividend to shareholders for a period that

		extends beyond the date of payment of the requisite coupon to the Bondholders; c. impede the normal operation of the Issuer or any restructuring activity; Provided further that such restriction shall in no way restrict the Issuer's right to cancel distributions/payments on the Bonds or hinder in any manner whatsoever the re-capitalisation of the Issuer.
26.	**Put Option**	Not Applicable
27	**Call Option**	
(i)	**Issuer Call**	The Issuer may at its sole discretion, subject to Condition 29 *(Conditions for Call and Repurchase)* and notification to the Trustee of not less than 21 calendar days prior to the date of exercise of such call option (which notification shall specify the date fixed for exercise of the call option), exercise a call option on the outstanding Bonds ("**Issuer Call**"). The Issuer Call may be exercised at the option of the Issuer no earlier than on the fifth anniversary of the Deemed Date of Allotment i.e. the fifth Coupon Payment Date, or on any Coupon Payment Date thereafter.
(ii)	**Tax Call**	If a Tax Event (*as described below*) has occurred and is continuing, the Issuer may at its sole discretion, subject to Condition 29 *(Conditions for Call and Repurchase)* and notification to the Trustee of not less than 21 calendar days prior to the date of exercise of such call option (which notification shall specify the date fixed for exercise of the call option), exercise a call option on the outstanding Bonds ("**Tax Call**"). [*Provided* that subject to the prior written approval of the RBI, the Issuer shall be permitted to vary the terms of the Bonds.] [*Provided further* that, subject to Condition 29 *(Conditions for Call and Repurchase)* the Issuer may substitute the Bonds with capital instruments that are in accordance with the Basel III Guidelines.] A **Tax Event** shall be deemed to have occurred if, as a result of any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated thereunder) of India or any change in the official application of such laws, regulations 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.
(iii)	**Regulatory Call or Variation**	If a Regulatory Event (*as described below*) has occurred and is continuing, the Issuer may at its sole discretion, subject to Condition 29 *(Conditions for Call and Repurchase)* and notification to the Trustee of not less than 21 calendar days prior to the date of exercise of such call option (which notification shall specify the date fixed for exercise of the call option), exercise a call option on the outstanding Bonds ("**Regulatory Call**"). [*Provided* that subject to the prior written approval of the RBI, the Issuer shall be permitted to vary the terms of the Bonds.] [*Provided further* that, subject to Condition 29 *(Conditions for Call and Repurchase)* the Issuer may substitute the Bonds with capital instruments that are in accordance with the Basel III Guidelines.] A **Regulatory Event** is deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e. the Bonds are excluded from the consolidated Tier I Capital of the Issuer.
(iv)	**Call Notification Time**	21 calendar days prior to the date of exercise of call
28.	**Repurchase/ Redemption/ Buy-back**	The Issuer may, on the receipt of a written request therefor by the Bondholder, subject to Condition 29 (Conditions for Call and Repurchase) having been satisfied and such repayment being otherwise permitted by the Basel III Guidelines, repay the Bonds by way of repurchase, buy-back or redemption. Such Bonds, once repurchased, bought back or redeemed, may be held, reissued, resold, extinguished or surrendered at the option of the Issuer.
29.	**Conditions for call and repurchase**	The Issuer shall not exercise a call option or redeem, buy-back, repurchase, substitute or vary any of the Bonds unless: (i) in the case of exercise of call option or repurchase, buy-back or redemption, either (a) the Bonds are replaced with the same or better quality capital (in the opinion of the RBI), at conditions sustainable for the income capacity of the Issuer; or (b) the Issuer has demonstrated to the satisfaction of the RBI that its capital position is well above (in the opinion of the RBI) the minimum capital requirements (after such call option is exercised or after the redemption,

		repurchase or buy-back, as the case may be); (ii) the prior written approval of the RBI has been obtained; (iii) the Issuer has not created any expectation that such call or variation or repurchase shall be exercised; (iv) at the time of exercise of such option, or of redemption, buy-back, repurchase, substitution or variation, as the case may be, any other pre-conditions specifically made applicable thereto by any RBI Guidelines for the time being in force have been satisfied.
30.	**Depository**	(i) NSDL; and (ii) CDSL.
31.	**Events of Default**	As specified in the bond trust deed to be executed by the Issuer in favour of the Trustee.
32.	**Cross Default**	Not Applicable
33.	**Proposed Listing**	(i) NSE; and/ or (ii) BSE
34.	**Issuance**	Only in dematerialized form
35.	**Trading**	Only in dematerialized form
36.	**Issue Schedule :** **1. Issue Opening Date** **2. Issue Closing Date**	 January 20, 2017 January 20, 2017
37.	**Pay-In-Date**	January 20, 2017
38.	**Deemed Date of Allotment**	January 20, 2017
39.	**Minimum Application and in multiples of Debt securities thereafter**	5 Bonds and in multiples of 1 Bond thereafter
40.	**Settlement**	Payment of interest and repayment of principal shall be made by way of credit through direct credit/ NECS/ RTGS/ NEFT mechanism.
41.	**Loss Absorption:**	
(i)	**Permanent Principal Write-down on PONV Trigger Event**	1. If a PONV Trigger Event (*as described below*) occurs, the Issuer shall: (i) notify the Trustee; (ii) cancel any coupon which is accrued and unpaid on the Bonds as on the write-down date; and (iii) without the need for the consent of Bondholders or the Trustee, write down

		the outstanding principal of the Bonds by such amount as may be prescribed by RBI ("**PONV Write Down Amount**") and subject as is otherwise required by the RBI at the relevant time. The Issuer will affect a write-down within 30 (thirty) days of the PONV Write-Down Amount being determined by the RBI. 2. A Permanent Principal Write-down on PONV Trigger Event may occur on more than one occasion. 3. Once the principal of the Bonds has been written down pursuant to PONV Trigger Event, the PONV Write-Down Amount will not be restored in any circumstances, including where the PONV Trigger Event has ceased to continue. 4. If the Issuer is amalgamated with any other bank pursuant to Section 44 A of the Banking Regulation Act, 1949 ("**the BR Act**") before the Bonds have been written down, the Bonds will become part of the Additional Tier 1 capital of the new bank emerging after the merger. If the Issuer is amalgamated with any other bank after the Bonds have been written down pursuant to a PONV Trigger Event, these cannot be reinstated by the amalgamated bank. If the RBI or other relevant authority decides to reconstitute the Issuer or amalgamate the Issuer with any other bank, pursuant to Section 45 of the BR Act, the Issuer will be deemed as non-viable or approaching non-viability and the PONV Trigger Event will be activated. Accordingly, the Bonds will be permanently written-down in full prior to any reconstitution or amalgamation. **PONV Trigger Event**, in respect of the Issuer or its group, means the earlier to occur of: (i) a decision that a conversion or principal write-down, without which the Issuer or its group (as the case may be) 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 Issuer or its group (as the case may be) would have become non-viable, as determined by the RBI; However, any capital infusion by Government of India into the Issuer as the promoter of the Issuer in the

		normal course of business may not be construed as a PONV trigger. A write-down due to a PONV Trigger Event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. .
(ii) (a)	**Temporary principal Write-down on CET1 Trigger Event** **Temporary Write down**	If a CET1 Trigger Event (as described below) occurs, the Issuer shall: (i) notify the Trustee; (ii) cancel any coupon which is accrued and unpaid to as on the write-down date; and (iii) without the need for the consent of Bondholders or the Trustee, write down the outstanding principal of the Bonds by such amount as the Issuer may in its absolute discretion decide. Provided that, in no event shall such amount of write down be less than the amount required to immediately return the Issuer's Common Equity Tier 1 Ratio (*as defined below*) to above the CET1 Trigger Event Threshold (*as defined below*), nor shall such amount of write down exceed the amount which would be required to be written down to ensure that the Common Equity Tier 1 Ratio is equal to the aggregate of the CET1 Trigger Event Threshold and 2.5 percent (the "**CET1 Write Down Amount**"). A write-down may occur on more than one occasion and (if applicable) the Bonds may be written down following one or more Reinstatements pursuant to Condition 41(ii)(b) *(Reinstatement)*. Once the principal of a Bond has been written down pursuant to this Condition 41(ii)(a) *(Temporary Write down)*, the value of the Bond may only be restored in accordance with Condition 41(ii)(b) *(Reinstatement)*. If the Issuer is amalgamated with any other bank pursuant to Section 44 A the BR Act before the Bonds have been written down, the Bonds will become part of the Additional Tier 1 capital of the new bank emerging after the merger. If the Issuer is amalgamated with any other bank after the Bonds have been temporarily written down pursuant to a Temporary Principal Write-down on CET1 Trigger Event, the amalgamated bank may reinstate these instruments according to its discretion. **CET1 Trigger Event** means that the Issuer's or its group's Common Equity Tier 1 Ratio is: (i) if calculated at any time prior to March 31, 2019, at or below 5.5%; or

		(ii) if calculated at any time from and including March 31, 2019, at or below 6.125%, (the "**CET1 Trigger Event Threshold**"); **Common Equity Tier 1 Ratio** means the Common Equity Tier 1 Capital (as defined and calculated in accordance with the Basel III Guidelines) of the Issuer or its group (as the case may be) expressed as a percentage of the total risk weighted assets (as defined and calculated in accordance with the Basel III Guidelines) of the Issuer or its group (as applicable); The purpose of a write-down on occurrence of the CET1 Trigger Event shall be to shore up the capital level of the Issuer. If the Issuer or its group breaches the CET1 Trigger Event Threshold and equity is replenished through write-down of the Bonds, such replenished amount of equity will be excluded from the total equity of the Issuer for the purpose of determining the proportion of earnings to be paid out as dividend in terms of rules laid down for maintaining the capital conservation buffer (as described in the Basel III Guidelines). However, once the Issuer or its group (as the case may be) has attained a total Common Equity Tier 1 Ratio of 8% without counting the replenished equity capital, from that point onwards, the Issuer may include the replenished equity capital for all purposes.
(b)	**Re-instatement**	Following a write-down pursuant to Condition 41(ii)(a) (*Temporary Write down)*, the outstanding principal amount of the Bonds may be increased up to a maximum of the aggregate of the CET1 Write Down Amounts (a "**Reinstatement**"). Bonds may be subject to more than one Reinstatement. Any Reinstatement is subject to the following conditions: (i) a Reinstatement may only occur on or after the first anniversary of the date on which the Issuer first paid dividends to ordinary shareholders following the most recent occurrence of a CET1 Trigger Event; (ii) the aggregate amount of any Reinstatements on all Tier 1 loss absorbing instruments in any 12-month period must not exceed the lower of: A. the Relevant Percentage of the Annual Dividend; and B. 25% of the Annual Dividend, where: (I) "**Annual Dividend"** means the total dividend declared in respect of the Issuer's ordinary

		share capital during that 12-month period; and (II) "**Relevant Percentage"** means the ratio of (i) the Common Equity Tier 1 Capital (as defined and calculated in accordance with the Basel III Guidelines) of the Issuer created by all write-downs on outstanding Tier 1 loss absorbing instruments ("**Write-Down Generated CET1**") to (ii) total Common Equity Tier 1 Capital (as defined and calculated in accordance with the Basel III Guidelines) of the Issuer minus Write-Down Generated CET1; and (iii) the aggregate amount of any Reinstatements on all Tier 1 loss absorbing instruments, plus the aggregate amount of any coupon amounts paid on any Tier 1 loss absorbing instruments, in any 12-month period cannot exceed the maximum amount that the Issuer can distribute pursuant to capital conservation buffer restrictions contained in the Basel III Guidelines. The Issuer must give notice of any Reinstatement to the Trustee at least 21 Business Days prior to such Reinstatement.
42.	**Order of Claim of AT1 Bonds**	The order of claim of various types of regulatory capital instruments issued by the Bank and that may be issued in future, irrespective of the trigger event, shall be as under: Additional Tier I debt instruments will be superior to the claims of investors in equity shares and perpetual non-cumulative preference shares and subordinate to the claims of all depositors and general creditors and subordinated debt of the Issuer. However, write down / claim of AT 1 debt instruments will be on pari-passu basis amongst themselves irrespective of the date of issue.
43.	**Transaction Documents**	The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue: (i) Letter appointing Trustees to the Bond Holders. (ii) Bond trustee agreement; (iii) Bond trust deed (iv) Rating agreement with Rating agency; (v) Tripartite agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form; (vi) Tripartite agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form; (vii) Letter appointing Registrar and agreement entered into between the Issuer and the Registrar.

		(viii) Listing Agreement with NSE & BSE.
44.	**Conditions Precedent to Subscription to Bonds**	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following: (i) Rating letter(s) from the aforesaid rating agencies not being more than one month old from the Issue Opening Date; (ii) Letter from the Trustees conveying their consent to act as Trustees for the Bondholder(s); (iii) Letter to NSE & BSE for seeking its In-principle approval for listing and trading of Bonds.
45.	**Conditions Subsequent to Subscription to Bonds**	The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Disclosure Document: (i) Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Deemed Date of Allotment (ii) Making listing application to NSE/BSE within 10 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; (In the event of a delay in listing of the Bonds beyond 20 days of the Deemed Date of Allotment, the Issuer will pay to the Bondholder penal interest of 1% per annum over the Coupon Rate commencing on the expiry of 30 days from the Deemed Date of Allotment until the listing of the Bonds.) Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Disclosure Document.
46.	**Business Day Convention**	Should any of the dates, other than the Coupon Payment Date including the Deemed Date of Allotment, Issuer Call Date, Tax Call Date or Regulatory Call Date as defined in this Information Memorandum, fall on day which is not a business day, the immediately preceding business day shall be considered as the effective date. Should the Coupon Payment Date, as defined in this Disclosure Document, fall on day which is not a business day, the immediately next business day shall be considered as the effective date.

47.	**Re-capitalization**	Nothing contained in this term-sheet or in any transaction documents shall hinder re-capitalization by the Issuer

I. OTHER GENERAL TERMS

1.	**Eligible Investors**	a. Mutual Funds; b. Public Financial Institutions as defined under the Companies Act. c. Scheduled Commercial Banks; d. Insurance Companies; e. Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds; f. Co-operative Banks; g. Regional Rural Banks authorized to invest in bonds/ debentures; h. Companies and Bodies Corporate authorized to invest in bonds/ debentures; i. Trusts authorized to invest in bonds/ debentures; and j. Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures, etc. This Issue is restricted only to the above eligible investors. Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the Issue.
2.	**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 the courts of Mumbai, Maharashtra.
3.	**Applicable RBI Guidelines**	The present Issue of Bonds is being made in pursuance of Master Circular on Basel III capital regulations issued vide circular RBI/2015-16/58 DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015, by the RBI setting out the criteria for inclusion of debt capital instruments as Additional Tier-I capital (Annex 4 of the Basel III Guidelines) and minimum requirements to ensure loss absorbency of Additional Tier 1 instruments at pre-specified triggers and of all non-equity regulatory capital instruments at the PONV (Annex 16 of the Basel III Guidelines). In the case of any discrepancy or inconsistency between the terms of the Bonds or any other Transaction Document, and the Basel III Guidelines, the provisions of the Basel III Guidelines shall prevail.

4.	**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.
5.	**Trustees**	SBICAP Trustee Company Ltd.
6.	**Registrar**	M/s.Karvy Computershare Pvt. Ltd.

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