

xvi Summary Term Sheet for the issue of Bonds (as defined below) in terms of Master Circular - Basel III Capital Regulations, RBI/2015-16/58 DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015, as amended from time to time ("Basel III Guidelines").

1.	Security Name	IDBI Omni Tier 2 Bond 2015-16 Series II
2.	Issuer	IDBI Bank Limited
3.	Issue Size	₹700 Crore with green shoe option upto ₹300 crore
4.	Objects of the Issue / Details of the utilization of the proceeds	Augmenting Tier 2 Capital (as the term is defined in the Basel III Guidelines) and over all capital of the Issuer for strengthening its capital adequacy and for enhancing its long-term resources. The Bank shall utilise the proceeds of the Issue for its regular business activities and such other activities as may be permitted under the Memorandum and Articles of Association.
5.	Type of Instrument	Unsecured, subordinated, non-convertible, redeemable bonds which will qualify as Tier 2 Capital (as the term is defined in the Basel III Guidelines) (the " Bonds ").
6.	Nature of Instrument	The Bonds are neither secured nor covered by a guarantee of the Issuer nor related entity or other arrangement that legally or economically enhances the seniority of the claim of the holders of the Bonds (the " Bondholders ") vis-à-vis other creditors of the Issuer.
7.	Seniority	The claims in respect of the Bonds, will rank: (i) superior to the claims of investors in instruments eligible for inclusion in Tier 1 capital; (ii) subordinate to the claims of all depositors, general creditors of the Issuer other than subordinated debt qualifying as Tier 2 Capital (as the term is defined in the Basel III Guidelines) of the Issuer; (iii) is neither secured nor covered by a guarantee of the Issuer or related entity or

15.	Mode of Issue	Private placement.
16.	Security	Unsecured.
17.	Coupon Rate	8.62% p.a.
18.	Coupon Reset	Not Applicable.
19.	Coupon Type	Fixed.
20.	Coupon Frequency Payment	Subject to Condition 39 (Permanent principal write-down on PONV Trigger Event), coupon will be payable annually in arrear.
21.	Coupon Payment Dates	<p>On the anniversary of the Deemed Date of Allotment.</p> <p><i>All instances of non-payment of coupon on relevant Coupon Payment Date will be notified by the Issuer to the Chief General Managers-in-Charge of Department of Banking Regulation and Department of Banking Supervision of the Reserve Bank of India, Mumbai.</i></p>
22.	Interest on application money	<p>Interest at the Coupon Rate (subject to deduction of Income-tax under the provisions of the Income-tax Act 1961, or any 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.</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</p>

(ii)	Regulatory Call or Variation	<p>If a Regulatory Event (as described below) has occurred and continuing, then the Issuer may, subject to Condition 27 (<i>Conditions for call</i>) having been satisfied and having notified the Trustee not less than 21 calendar days prior to the date of exercise of such Regulatory Call or Variation (which notice shall specify the date fixed for exercise of the Regulatory Call or Variation (the "Regulatory 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> <p>A Regulatory Event is deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e. Bonds is excluded from the consolidated Tier 2 Capital of the Issuer.</p> <p>RBI will 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.</p>
(iii)	Call Notification Time	12 calendar days prior to the date of exercise of Call
27.	Conditions for call	<p>The Issuer shall not exercise a call option or substitute or vary any of the Bonds unless:</p> <ul style="list-style-type: none"> (i) in the case of exercise of call option, either <ul style="list-style-type: none"> (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 and such replacement of the capital will be concurrent but not after the exercise of call; 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; (ii) the prior written approval of the RBI shall have been obtained; (iii) the Issuer has not created any expectation that such call or variation shall be exercised; and (iv) any other pre-conditions specified in the Basel III Guidelines at such time have been satisfied.
28.	Depository	(i) National Securities Depository Limited (the

	<p>If a PONV Trigger Event occurs, the Issuer shall:</p> <ul style="list-style-type: none"> (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 down the outstanding principal and any interest which is accrued and unpaid in relation to the Bonds by such amount as may be prescribed by RBI ("PONV Write Off Amount") and subject 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. <p>Once the principal of the Bonds have been written off pursuant to PONV Trigger Event, the PONV Write-Off Amount will not be restored in any circumstances, including where the PONV Trigger Event has ceased to continue.</p> <p>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 corresponding categories of regulatory capital of the new bank emerging after the merger.</p> <p>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.</p> <p>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.</p> <p><i>The write down of the Bonds vis-à-vis other capital instruments which the Issuer has already</i></p>
--	---

	instruments at the event of Gone concern situation	<p>Regulatory capital instruments issued by the Bank and that may be issued in future shall be as under:</p> <p>Tier 2 debt instruments will be superior to the claims of investors eligible for inclusion in Tier 1 capital; and subordinate to the claims of all depositors and general creditors of the bank. However, write down / claim of Tier 2 debt instruments will be on <i>pari-passu</i> basis amongst themselves irrespective of the date of issue.</p> <p>Perpetual non-cumulative preference shares will be superior to the claims of Equity Shares.</p>
42.	Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the issue:</p> <ul style="list-style-type: none"> (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.
43.	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> <ul style="list-style-type: none"> (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.
44.	Conditions subsequent to subscription of Bonds	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned</p>

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	<ul style="list-style-type: none"> 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. k. Any other person eligible to invest under applicable statutory/ regulatory requirements <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>
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 courts of Mumbai, Maharashtra.
3.	Applicable RBI Guidelines	<p>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</p> <p>DBR.No.BP.BC.1/21.06.201/2015-16 dated July</p>