

CC. TERM SHEET:
ISSUE DETAILS

1.	Security Name	7.41% Bank of Baroda Basel III Compliant Tier II Bonds Series XXVII
2.	Series	Series XXVII
3.	Issuer / Bank	Bank of Baroda
4.	Type of Instrument	Unsecured, Subordinated, Listed, Rated, Non-convertible, Fully paid-up, Redeemable, Taxable Basel III compliant Tier II Bonds (the "Bonds") in the nature of debentures of face value Rs.1 crore each.
5.	Nature of Instrument	Unsecured Non-convertible, Taxable, Redeemable, Subordinated, Listed, Fully Paid-up Basel III compliant Tier II Bonds The Bonds are neither secured nor covered by a guarantee of the Bank or related entity or other arrangements that legally or economically enhance the seniority of the claim of the Bondholder vis-à-vis other creditors of the Bank.
6.	Seniority	<p>The claims of the Bondholders in respect of the Bonds shall–</p> <p>(i) be senior to the claims of investors in common equity and instruments eligible for inclusion in Tier 1 Capital of the Bank;</p> <p>(ii) be subordinated to the claims of all depositors, general creditors of the Bank;</p> <p>(iii) neither be secured nor covered by any guarantee of the Issuer or its related entity or other arrangement that legally or economically enhances the seniority of the claim vis -à-vis creditors of the Bank; and</p> <p>(iv) rank pari passu without preference amongst themselves and other Basel III compliant Tier 2 Bonds issued for inclusion as Tier 2 Capital of the Bank.</p> <p>Tier 1 Capital and Tier 2 Capital shall have the meaning ascribed to such terms under RBI Guidelines. Notwithstanding anything to the contrary stipulated herein, the claims of the Bondholders shall be subject to the provisions of "Loss Absorption", "Write-down on PONV Trigger Event", and "Other Events" mentioned in this Key Information Document (the "Key Information Document") read with relevant General Information Document and this Term Sheet.</p>
7.	Issue Size	Aggregate Total Issue size not exceeding 3,500 bonds of Rs. 3,500 Crore with a base issue of 1,000 bonds aggregating to Rs. 1,000 crores with a green shoe option to retain oversubscription upto 2,500 bonds aggregating to Rs. 2,500 crores.
8.	Accepted Amount	Rs. 3500 Crores
9.	Eligible Investors	<p>In terms of SEBI Debt Regulations along with SEBI Operational Circular, only Qualified Institutional Buyers (QIBs) are allowed to participate in the issuance of Tier 2 instruments.</p> <p>As per Regulation 2 (ss) of SEBI (ISSUE OF CAPITAL</p>

AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018 dated September 11, 2018, "Qualified institutional buyer" means:

- 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
- xii.** insurance funds set up and managed by the Department of Posts, India; and
- xiii.** Systemically important non-banking financial companies.

Investment by FPIs in these Bonds raised in Indian Rupees shall be outside the limit for investment in corporate debt instruments, as fixed by the Govt. of India from time to time. However, investment by FIIs in these instruments will be subject to a separate ceiling of USD 500 million. Further, investment by FPIs in these Bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the RBI, SEBI or any other regulatory authorities on investment in these Bonds.

Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the issue.

The issuance being a private placement through the Electronic Bidding Platform of NSE, 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 NSE EBP operating guidelines are only eligible to apply. Any other application shall be at the sole discretion of the Issuer.

Further, notwithstanding anything contained above, only eligible investors who have been addressed through the application form are eligible to apply.

Prior to making any investment in these Bonds, each Eligible Investor should satisfy and assure

		<p>himself/herself/itself that he/she/it is authorized and eligible to invest in these Bonds.</p> <p>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 Key Information Document (and/or any Transaction Document in relation thereto and/or any draft of the Transaction Documents and/or the Key Information 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>Notwithstanding any acceptance of bids by the Bank on and/or pursuant to the bidding process on the Electronic Book Platform, (a) if a person, in the Bank's view, is not an Eligible Investor, the Bank shall have the right to refuse allotment of Bonds to such person and reject such person's application; (b) if after applying for subscription to these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Issuer shall not be responsible in any manner.</p>
10.	Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>Proposed to be listed on Debt Segment of NSE and BSE. The Issuer shall make listing application to BSE and NSE as per the SEBI NCS Master Circular and receive listing approval from BSE and NSE within 3 (three) working days from the Bidding Date.</p> <p>The Designated Stock Exchange for this issue shall be NSE.</p>
11.	Mode of Issue	Private Placement through NSE EBP Platform in dematerialized form.
12.	Credit Rating of the instrument	CRISIL AAA/Stable by CRISIL Ratings IND AAA/Stable by India Ratings
13.	EBP Platform	NSE – EBP
14.	Minimum Subscription	Not applicable
15.	Option to retain oversubscription (Amount)	Bank can retain oversubscription up to Rs. 2,500 Crore over and above the base issue size of Rs. 1,000 crore
16.	Objects of the Issue	Augmenting Tier II Capital (as the term is defined in the Basel III Guidelines) and over all capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources.
17.	In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable
18.	Details of the utilization of the Proceeds	Augmenting Tier II Capital (as the term is defined in the Basel III Guidelines) and over all capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources. The funds being raised by the Bank through this Issue are not meant for financing any particular project. The Bank shall utilize the proceeds of the Issue for its regular business activities. 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(s).
19.	Delay in Listing	<p>Bonds issued pursuant to the issue will be listed within 3 trading days from the issue closing date in terms of SEBI Master Circular.</p> <p>In case of delay in listing of securities within the above timelines, the issuer shall pay a penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing).</p>
20.	Coupon Rate	7.41% p.a. subject to "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" mentioned in this Term Sheet.
21.	Step Up/Step Down Coupon Rate	Not Applicable
22.	Coupon Payment Frequency	Annual
23.	Coupon Payment dates	On the Anniversary of Deemed Date of Allotment every year till redemption of bonds.
24.	Cumulative / non-cumulative, in case of dividend	Non-Cumulative subject to "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" mentioned in this Term Sheet.
25.	Coupon Type	Fixed
26.	Coupon Reset Process	Not Applicable
27.	Day Count Basis	<p>The Coupon for each of the interest periods shall be computed as per Actual / Actual day count convention (as per the SEBI Master Circular) on the face value/principal outstanding after adjustments and write-off on account of "Loss Absorption", "Write-down on PONV Trigger Event" and "Other Events" mentioned in this 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(s) 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 (as per the SEBI Master Circular).</p>
28.	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 is allotted lesser number of Bonds than applied for, the excess amount, if any, paid on application will be refunded</p>

		<p>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.</p>
29.	Default Interest Rate	<p>In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.</p> <p>The Issuer shall make listing application to BSE and/or NSE as per the SEBI NCS Master Circular and receive listing approval Page 148 of 161 from BSE and/or NSE within timelines mentioned in the SEBI NCS Master Circular. In case of delay in listing of the Bonds beyond the timelines mentioned in the SEBI NCS Master Circular, the Issuer shall pay penal interest at the rate of 1% p.a. over the coupon rate for the period of delay to the investor.</p> <p>If the Bank fails to execute the trust deed within the prescribed timelines under the applicable law, the Bank shall also pay interest of 2% p.a. to the investors, over and above the agreed coupon rate, till the execution of the trust deed.</p> <p>However, any non-payment of interest and / or principal on account of RBI Guidelines, Loss Absorbency, Write-down on PONV Trigger Event and Other Events of this Summary Term Sheet, no such default interest shall be payable.</p>
30.	Tenor	Redeemable after 180 months from the Deemed Date of Allotment subject to exercise of call option, Regulatory Call, Tax Call and adjustments and/or write-off on account of "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" as mentioned in this Term Sheet.
31.	Redemption Date	28 th November 2039
32.	Redemption Amount	At par, subject to adjustments and/or write-off on account of "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" as mentioned in this Term Sheet.
33.	Redemption Premium /Discount	Not Applicable.
34.	Issue Price	Rs. 1,00,00,000/- (Rs One Crore only) per Bond
35.	Discount or Premium at which security is issued and the effective yield as a result of such discount/premium	Not Applicable
36.	Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Not Applicable
37.	Call/Put Option	
	<ul style="list-style-type: none"> • Call Option 	Applicable
	<ul style="list-style-type: none"> ○ Issuer Call 	On the 10 th anniversary from Deemed Date of Allotment, or any anniversary thereafter, the Issuer may at its sole discretion, having notified the Trustee not less than 21 calendar days prior to the date of exercise of such Issuer

		<p>Call (which notice shall specify the date fixed for exercise of the Issuer Call (the "Issuer Call Date"), exercise a call on the outstanding Bonds.</p> <p>The Issuer Call, which is discretionary, may or may not be exercised on the 10th anniversary from the Deemed Date of Allotment i.e. the 10th Coupon Payment Date or on any Coupon Payment Date thereafter.</p> <p>The Issuer Call may be exercised subject to the following conditions:</p> <p>(a) Prior approval of RBI (Department of Banking Regulation) will be required for exercising Issuer Call.</p> <p>(b) 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 Issuer. Here, replacement of the capital can be concurrent with but not after the Bonds are called;</p> <p>OR</p> <p>The Issuer demonstrates that its capital position is well above the minimum capital requirements after the Issuer Call is exercised.</p>
	<ul style="list-style-type: none"> ○ Tax Call 	<p>If a Tax Event (as described below) has occurred and continuing, then the Issuer may subject to paragraphs (a) and (b) of "Issuer Call" above, having notified the Trustee not less than 21 calendar days prior to the date of exercise of such call ("Tax Call") which notice shall specify the date fixed for exercise of the Tax Call "Tax Call Date"), exercise a call on the Bonds or substitute the Bonds so that the Bonds have better tax classification subject to adjustment on account of "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" mentioned in this Term Sheet.</p> <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 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.</p> <p>The exercise of Tax Call by the Issuer is subject to the requirements set out in the Basel III 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>
	<ul style="list-style-type: none"> ○ Regulatory Call 	<p>If a Regulatory Event (described below) has occurred and continuing, then the Issuer may subject to paragraphs (a) and (b) of "Issuer Call" 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 so that the Bonds have better regulatory classification subject to adjustment on account of "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" mentioned in this Term Sheet.</p> <p>A Regulatory Event is deemed to have occurred if there is</p>

		<p>a downgrade of the Bonds in regulatory classification i.e. Bonds is excluded from the Tier 2 Capital and Total Capital of the Issuer.</p> <p>The exercise of Regulatory Call by the Issuer is subject to requirements set out in the Basel III Guidelines. 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 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>
38.	Call Option Date	On the 10th anniversary from the Deemed Date of Allotment or any anniversary date thereafter with prior approval RBI approval, subject to Tax Call / Regulatory Call. In case of Tax Call or Regulatory Call, the date may be as specified in the notice to Trustees
39.	Call Option Price	Rs.1,00,00,000/- (Rupees One Crore) per Bond along with interest accrued till one day prior to the Call Option Date subject to adjustments and/ or write-off on account of "Loss Absorption", "Permanent principal write-off on PONV Trigger Event" and "Other Events" mentioned in this Term Sheet
40.	Call Notification Time	21 calendar days prior to the date of exercise of Call option, i.e. Issuer Call, Tax Call or Regulatory Call
41.	Put Option	Not Applicable
42.	Put Option Date	Not Applicable
43.	Put Option Price	Not Applicable
44.	Put Notification Time	Not Applicable
45.	Face Value	Rs 1,00,00,000/- (Rs One Crore only) per Bond
46.	Minimum Application	1 (One) Debenture and in multiples of 1 (One) Debenture thereafter
47.	Issue Schedule (*)	
	a) Name of the EBP	NSE-Electronic Bidding Platform
	b) Issue Timing	11:00 AM to 12:00 PM
	c) Minimum Bid Lot	1 (One) Debenture (of Face value of Rs. One Crore) and in multiples of 1 (One) Debenture thereafter
	d) Issue/Bid Opening Date	27 th November 2024
	e) Issue/Bid Closing Date (T Date)	27 th November 2024
	f) Date of earliest closing of the issue, if any.	Not Applicable
	g) Pay-in date (Settlement Cycle)	28 th November 2024 (T+1)
	h) Deemed date of allotment	28 th November 2024
	i) Manner of Bidding	Closed bidding
	j) Manner of Allotment	Uniform yield
48.	Manner of Settlement	Through NSE Clearing Limited
49.	Issuance mode	Only in dematerialized form
50.	Trading mode	Only in dematerialized form
51.	Settlement mode	Payment of interest and repayment of principal shall be made by way of credit through direct credit/NECS/RTGS/NEFT mechanism or any other permitted method at the discretion of the Issuer. The pay-in of subscription money for the Bonds shall be made as per EBP guidelines through NSE Clearing Ltd.
52.	Repurchase / Buy-back / Redemption	The Bank has a right to repurchase/Buy-Back/ Redeem the securities, subject to RBI Guidelines and in accordance

		with applicable laws.
53.	Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited. (CDSL)
54.	Disclosure of interest / redemption date	Please refer section on Coupon payment dates and redemption date above in the Term sheet of the Issue.
55.	Record Date	Record 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 or principal repayment is due and payable. In the event the Record Date for Coupon Payment Date falls on a day which is not a Business Day, the next Business Day will be considered as the Record Date. In the event the Record Date for principal repayment falls on day which is not a Business Day, the immediately preceding Business Day shall be considered as the Record Date.
56.	All covenants of the issue (including side letters, accelerated payment clause, etc.)	Other than as mentioned in this Term sheet and covenants as per the Debenture Trust Deed (Annexure 10) there are no additional covenants of the issue. 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.
57.	Security	Unsecured
58.	Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	Unsecured
59.	Transaction Documents	The Issuer shall execute the documents including but not limited to the following in connection with the issue: <ul style="list-style-type: none"> i. Letter appointing Axis Trustee Services Limited as Trustee to the Bond Holders. ii. Trustee agreement; iii. Debenture trust deed iv. Rating agreement with CRISIL Ratings and India Ratings & Research Pvt. Ltd.; 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 KFin Technologies Ltd. as Registrar and agreement entered into between the Issuer and the Registrar. viii. Listing Agreement with NSE & BSE Limited. ix. The General Information Document and Key Information Document with the Application form.
60.	Conditions Precedent to subscription of Bonds	The subscription from Investors shall be accepted for allocation and allotment by the Bank subject to the following: <ul style="list-style-type: none"> a) Resolution from the board/ committee of the Issuer approving the Issue and issuance of the Bonds. b) Rating letters from CRISIL Ratings and India Ratings along with the press release from CRISIL Ratings and India Ratings which shall not be older than one year from the date of opening of the issue. c) Letter from the Trustee conveying its consent to act as Trustee for the holder(s) of Bonds. d) Letter from NSE and BSE for In-principle approval

		<p>for listing and trading of Bonds</p> <p>e) Letter from the Registrar and Transfer Agent conveying its consent to act as Registrar and Transfer Agent for the Bondholders.</p> <p>f) Execute the Debenture Trust Deed and Debenture Trustee Agreement with the Debenture Trustee</p> <p>g) And any other documents customary for this transaction</p>
61.	Condition Subsequent to subscription of Bonds	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned below:</p> <p>i. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 business days from the Deemed Date of Allotment</p> <p>ii. Making listing application to NSE and BSE within 3 trading days from the issue closure date of Bonds and seeking listing permission within 3 trading days from the issue closure date of Bonds in pursuance of SEBI Debt Regulations;</p> <p>iii. Payment of stamp duty on the Bonds issued and allotted by the Issuer as per applicable law; and</p> <p>iv. Listing and trading permission from NSE and BSE.</p> <p>In the event of a delay in listing of the Bonds beyond 3 trading days from the issue closure date, the Issuer will pay penal interest of at least 1 % p.a. over the Coupon Rate from the date of allotment till the date of listing of such debt securities to the investor.</p>
62.	Events of Default (including manner of voting / conditions for joining Inter Creditor Agreement)	<p>The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer. It is further clarified that cancellation of discretionary payments or any exercise of Write-down on PONV Trigger Event, Loss Absorption and Other Events specified in this Term Sheet shall not be deemed to be an event of default.</p> <p>Notwithstanding anything contained to the contrary above, any action or exercise of any right or performance of any duty by the Debenture Trustee or the Bondholders in relation to any Events of Default as listed above, shall be subject to the provisions of the RBI Guidelines and and/or the written instructions received from the RBI in this regard, which will have an overriding and binding effect on the Bondholders.</p> <p>The Issuer or the Trustee may call for meeting of Bondholders as per the terms of the Debenture Trust Deed (to be executed). E-voting facility may be provided, if applicable subject to compliance with regulatory guidelines. In case of any decision that requires a special resolution at a meeting of the Bondholders duly convened and held in accordance with provisions contained in Debenture Trust Deed (to be executed) and applicable law, the decision shall be passed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded or e-voting facility is used, by a majority representing not less than three-fourths in value of the votes cast on such poll. Notwithstanding anything contained above, if any regulations/ circular/ guidelines issued by SEBI/RBI or any other relevant regulator require the voting to be held in a</p>

		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 Debenture Trustee Master circular.
63.	Business Day Convention/Effect of Holidays	<p>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 herein, fall on day, which is not a Business Day, the immediately preceding Business Day shall be considered as the effective date.</p> <p>'Business Day' shall be a day on which commercial banks are open for business in the city of Mumbai, Maharashtra and when the money market is functioning in Mumbai. 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 Master Circular.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a 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 without liability for making payment of interest for the delayed period. However, the future Coupon Payment Date(s) would be as per the schedule originally stipulated in this Key Information Document. In other words, the subsequent Coupon Payment Date(s) would not be changed merely because the payment date in respect of one particular Coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Business Day, the redemption amount shall be paid by the Issuer on the immediately preceding Business Day which becomes the new redemption date, along with interest accrued on the debentures 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>
64.	Creation of Recovery Expense Fund (REF)	The Recovery Expense Fund (REF) has been created with NSE Limited in accordance with and SEBI Debenture Trustee Master Circular dated May 16, 2024.
65.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
66.	Provisions related to Cross Default Clause	Not Applicable
67.	Trustee or Bond Trustee	Axis Trustee Services Limited.

68.	Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Debenture Trustee. The Debenture Trustee 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 (Debenture Trustees) Regulations, 1993, the Debenture Trust Deed, the Debenture Trustee Agreement and this Key Information Document and all other related transaction documents, with due care, diligence, and loyalty.
69.	Registrar	KFin Technologies Ltd
70.	Risk factors pertaining to the issue	The Bonds issued are subject to the provisions of “Loss Absorption”, “Permanent principal write-off on PONV Trigger Event”, and “other events” mentioned in this Term Sheet and as mentioned under section on Risk Factor in this Key Information Document and relevant General Information Document.
71.	SEBI Regulations	The Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2021, dated August 09, 2021, and SEBI circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024.
72.	Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master Circular on Basel III Capital Regulations issued vide RBI/2024-25/08 DOR.CAP. REC.4/21.06.201/2024-25 dated April 1, 2024 covering criteria for inclusion of debt capital instruments as Tier II capital (Annex 5) and minimum requirements to ensure Loss Absorbency of instruments at PONV (Annex 15) as amended or replaced from time to time. 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 from time to time.
73.	Governing Law & Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of courts of Mumbai, Maharashtra.
74.	Undertaking for obtaining consent from earlier/prior creditor for creation of Security	Not Applicable. The Bonds are unsecured in nature and hence no permission or consent from any earlier creditor is required for any security creation.
75.	Loss Absorption	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 5 thereof and are subject to certain Loss Absorbency features as described herein and required of Tier 2 Capital instruments at the Point of Non-Viability as provided for in Annex 15 of the aforesaid circular. In the case of any discrepancy or inconsistency between the terms of the Bonds contained in any Transaction Document(s) (including this Key Information Document)

		<p>and the RBI Guidelines, the provisions of the RBI Guidelines shall prevail.</p> <p>The write-down will have the following effects:</p> <p>(a) Reduce the claim of the Bonds in liquidation; (b) Reduce the amount re-paid when a call is exercised; and (c) Partially or fully reduce Coupon payments on the Bonds.</p>
76.	Permanent principal write-off or conversion on PONV Trigger Event	<p>The Bonds, at the option of the Reserve Bank of India, can be permanently written off or converted into common equity upon occurrence of the trigger event, called the Point of Non-Viability Trigger (“PONV Trigger”). If a PONV Trigger (as described below) occurs, the Issuer shall:</p> <p>(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 or convert within thirty days of the PONV Write-Off Amount being determined and agreed with the RBI.</p> <p>PONV Trigger, in respect of the Bank, means the earlier of:</p> <p>(i) a decision that a principal 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 Issuer (as the case may be) would have become non-viable, as determined by the RBI.</p> <p>The PONV Trigger will be evaluated both at consolidated and solo level and breach at either level will trigger write-off.</p> <p>For this purpose, a non-viable bank will be: A 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 a 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 a permanent write-off/conversion in combination with or without other measures as considered appropriate by the RBI.</p> <p>RBI would follow a two-stage approach to determine the non-viability of the Issuer. 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 Issuer’s financial situation is warranted. The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1</p>

		<p>information, would help in determining whether the Issuer is about to become non-viable. These criteria would be evaluated together and not in isolation. Once the PONV is confirmed, the next step would be to decide whether rescue of the Bank would be through write-off alone or write-off in conjunction with a public sector injection of funds.</p> <p>The conversion/write-off of any Common Equity Tier 1 capital shall not be required before the conversion/ write-off of any Non-equity (Additional Tier 1 and Tier 2) regulatory capital instrument. The order of conversion/write-off of the Bonds shall be as specified in the order of seniority as per the Key Information Document and any other regulatory norms as may be stipulated by the RBI from time to time.</p> <p>A write-off may occur on more than one occasion as per the provisions of the RBI Guidelines.</p> <p>Once the principal of the Bonds have been converted/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>A conversion/write-off 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. 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.</p> <p>The Bondholders shall not have any residual claims on the Issuer which are senior to ordinary shares of the Issuer, following a PONV Trigger and when write-off is undertaken.</p> <p>A bank facing financial difficulties and approaching a point of non-viability shall 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 a permanent write-off or public sector injection of funds are likely to:</p> <ul style="list-style-type: none">a. restore confidence of the depositors/ investors;b. improve rating/ creditworthiness of the bank and thereby improving its borrowing capacity and liquidity and reduce cost of funds; andc. augment the resource base to fund balance sheet growth in the case of fresh injection of funds. <p>The Bonds which has been written off shall not be written up.</p> <p>In any case it should be noted that following conversion/writing-off of the Bonds 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 any Bondholder or any other person claiming for or on behalf of or through such holder and all</p>
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		<p>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 Key Information Document, 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 common equity be subject to prior or simultaneous write-off or that the treatment offered to holders of such common equity be also offered to the Bondholders.</p> <p>If the PONV trigger is breached and the Issuer's equity is replenished through conversion/write-off 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 common equity ratio of 8.00% is attained without counting the replenished equity capital, from that point onwards, the Issuer may include the replenished equity capital for all purposes.</p>
77.	Treatment in case of winding up/ Bankruptcy/ Liquidation	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.
78.	Other Events	<p>Treatment of Bonds in the event of Winding-Up: The Bonds 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, if the Bank goes into liquidation after the Bonds have been written-down/converted, the holders of these Bonds will have no claim on the proceeds of liquidation</p> <p>Amalgamation of a banking company: (Section 44 A of Banking Regulation Act, 1949)</p> <p>Subject to the Banking Regulation Act, 1949 as amended from time to time, if the Bank is amalgamated with any other bank after the Bonds have been converted or written down permanently, these Bonds cannot be written up by the amalgamated entity.</p> <p>Scheme of reconstitution or amalgamation of a banking company</p> <p>Subject to the Banking Regulation Act, 1949 as amended from time to time, 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 at the point of non-viability for conversion/write-down of Tier II instruments will be activated. Accordingly, the Bonds may be converted/written down permanently before amalgamation / reconstitution in accordance with these rules.</p>
79.	Prohibition on Purchase/ Funding of Bonds	Neither the Issuer nor a related party over which the Issuer exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Issuer directly or indirectly fund the purchase of the Bonds. The Issuer shall

		also not grant advances against the security of the Bonds issued by it.
80.	Order of claim of Tier II instruments	<p>The order of claim of various types of Regulatory capital instruments issued by the Bank and that may be issued in future shall be as under:</p> <p>Tier II instruments shall be superior to the claims of investors in instruments eligible for inclusion in Tier I Capital and subordinate to the claims of all depositors and general Creditors of the Bank. Tier II debt instruments will rank pari-passu without preference amongst themselves and other debt instruments irrespective of the date of issue classifying as Tier II Capital in terms of Basel III Guidelines. 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 the Key Information Document or unless the RBI specifies otherwise in its guidelines, the claims of the Bond holders shall be pari-passu with claims of holders of such subsequent debentures/bond issuances; and shall be on pari-passu ranking with holders of other Tier II instruments issued by the Bank.</p> <p>However, the claims of the Bondholders shall be subject to the provisions of Loss Absorption, PONV and Other Events mentioned above.</p>
81.	Re-capitalization	Nothing contained in this Key Information Document or any other Transaction Document shall hinder recapitalization by the Issuer
82.	Reporting of non-payment of Coupon	All instances of non-payment of Coupon should 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

** The Bank reserves its sole and absolute right to modify (pre-pone/ postpone) the Issue schedule without giving any reasons or prior notice. In such a case, investors shall be intimated about the revised time schedule by the Issuer. The Issuer also reserves the right to keep multiple Deemed Date(s) of Allotment at its sole and absolute discretion without any notice. Incase if the Issue Closing Date/ Pay in Date is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates and/or Redemption Date may also be changed at the sole and absolute discretion of the Issuer.*

DD. EXPENSES OF THE ISSUE:

The expenses for this Issue inter alia include the fees payable to intermediaries, listing fees and any other expense directly related to the Issue. The Issue expenses and listing fees will be paid by the Bank.

The estimated breakdown of the total expenses along with a break-up for each item of expense, including details of the fees payable (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable*:

Particulars	(₹ in lakhs) excl.taxes	% of issue expense	% of issue size
Lead manager(s) fees	Not applicable	Not applicable	Not applicable
Underwriting commission	Not applicable	Not applicable	Not applicable
Brokerage, selling commission and upload fees	Not applicable	Not applicable	Not applicable

Fees payable to the registrars to the issue	0.15	0.14%	0.00%
Fees payable to the Trustee to the issue	0.05	0.05%	0.00%
Fees payable to the legal advisors	1.25	1.18%	0.00%
Advertising and Marketing expenses	Not applicable	Not applicable	Not applicable
Fees payable to the regulators including stock exchanges	0.70	0.66%	0.00 %
Expenses incurred on printing and distribution of issue stationary	Not applicable	Not applicable	Not applicable
Any other fees, commission, or payments under whatever nomenclature	103.60	97.97%	0.03%
Total	105.75	100.00%	0.03%

* Assuming the Issue is fully subscribed. The expenses are indicative and are subject to change depending on the actual level of subscription to the Issue and the number of Allottees, market conditions and other relevant factors.

Note: Bank has considered only initial and onetime fee payable to various agencies. Annual fees (like Rating surveillance fees, Trustee & RTA Annual fees and other annual reoccurring expenses) are not considered here. The above expenses are excluding TAX & GST compliance.

EE. OTHER TERMS OF OFFER :-

AUTHORITY FOR THE ISSUE

The present issue of Bonds is being made pursuant to the resolution of the Board of Directors of the Bank, passed at its meeting held on 5th July 2024 and Capital Raising Committee meeting held on 28th October 2024 and the delegation provided there under as enclosed with this Key Information Document as Annexure 6.

The Bank can issue the Bonds proposed by it in view of the present approvals and no further internal or external permission/ approval(s) is/ are required by it to undertake the proposed activity.

The Bonds offered are subject to provisions of the Securities Contract Regulation Act, 1956, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the RBI Circulars, the SEBI Debt Regulations, the SEBI Debenture Trustee Regulations, the SEBI LODR Regulations, terms of this Key Information Document, instructions contained in the Application Form and other terms and conditions as may be incorporated in the Transaction Documents. Over and above such terms and conditions, the Bonds shall also be subject to the applicable provisions of the Depositories Act 1996 and the laws as applicable, guidelines, notifications and regulations relating to the allotment and listing of securities issued from time to time by the GOI, RBI, SEBI, concerned Stock Exchange or any other authorities and other documents that may be executed in respect of the Bonds. Any disputes arising out of this issue will be subject to the exclusive jurisdiction of the district courts of city of Mumbai.

AN UNDERTAKING THAT THE ISSUER SHALL USE A COMMON FORM OF TRANSFER

The Bonds shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/ Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Bonds held in electronic form. The

seller should give delivery instructions containing details of the buyer's DP account to his Depository Participant.

The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Bank.

The Bank undertakes that it shall use a common form/ procedure for transfer of Bonds issued under terms of this Key Information Document.

TERMS AND CONDITIONS OF THE ISSUE

This is a confidential Key Information Document setting out the terms and conditions pertaining to issue of Unsecured, Subordinated, Redeemable, Listed, Rated, Non-Convertible, Taxable, Basel III Compliant Tier II Bonds Series XXVII of (Rs 1.00 Crores Each For Cash At Par Aggregate total issue size not exceeding Rs. 3,500 crore, with a base issue size of Rs. 1,000 crore and a Green shoe option to retain oversubscription up to Rs. 2,500 crore, under Private Placement basis to be issued by BANK OF BARODA. Your participation is subject to the completion and submission of Application Form along with application money and acceptance of the offer by the Bank.

TERMS OF PAYMENT

The full face value of the Bonds applied for is to be paid along with the Application Form. Investor(s) need to send in the Application Form and the cheque(s)/ NEFT/ RTGS for the full face value of the Bonds applied for.

Face Value per Bond	Minimum Application for	Amount payable on application per Bond
Rs.1,00,00,000/- (Rupees One Crore Only)	1 bonds and in multiples of 1 bonds thereafter	Rs.1,00,00,000/- (Rupees One Crore Only)

DEEMED DATE OF ALLOTMENT

Interest on Bonds shall accrue to the Bond holder(s) from the Deemed Date of Allotment. All benefits relating to the Bonds will be available to the investors from the Deemed Date of Allotment. The actual allotment of Bonds may take place on a date other than the Deemed Date of Allotment. The Bank reserves the right to keep multiple allotment date(s)/ deemed date(s) of allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed (preponed/ postponed), the Deemed Date of Allotment may also be changed (preponed/ postponed) by the Bank at its sole and absolute discretion.

BASIS OF ALLOCATION / ALLOTMENT

The Issuer reserves its full, unqualified, and absolute right to accept or reject any application, in part or in full, without assigning any reason thereof. The Application Forms that are not complete in all respects are liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- (a) Number of Bonds applied for is less than the minimum application size.
- (b) Application money received not being from the bank account of the person/entity subscribing to the Bonds or from the bank account of the person/ entity whose name appears first in the Application Form, in case of joint holders.
- (c) Bank account details of the Applicants not given.
- (d) Details for issue of Bonds in dematerialized form not given.
- (e) PAN/GIR and IT circle/Ward/District not given.

(f) In case of applications under power of attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted.

In the event, if any Bonds applied for is/ are not allotted in full, the excess application monies of such Bonds will be refunded, as may be permitted.

Allotment against valid applications for the Bonds will be made to Applicants in accordance with applicable SEBI regulations, operational guidelines of the exchanges and all applicable laws. At its sole discretion, the Issuer shall decide the amount of over subscription to be retained over and above the Base Issue size.

The allotment of valid applications received on the EBP shall be done on yield-time priority basis in the following manner:

- (a) allotment would be done first on “yield priority” basis.
- (b) where two or more bids are at the same yield, then the allotment shall be done on “time-priority” basis.
- (c) where two or more bids have the same yield and time, then allotment shall be done on “pro rata” basis.

If the proportionate allotment of Bonds to such Applicants is not a minimum of one Bond or in multiples of one Bond (which is the market lot), the decimal would be rounded off to the next higher whole number if that decimal is 0.5 or higher and to the next lower whole number if the decimal is lower than 0.5. All successful Applicants on the Issue closing date would be allotted the number of Bonds arrived at after such rounding off. It is clarified that the rounding off as specified here will not amount to the Bank exceeding the total Issue size.

MARKET LOT

The market lot will be 1 Bonds of the face value of Rs.1.00 Crore each (Rupees One Crore Only).

TRADING OF BONDS

The marketable lot for the purpose of trading of Bonds shall be 1 (One) Bond of face value of Rs 1 Crores each. Trading of Bonds would be permitted in demat mode only in standard denomination of Rs 1 Crores each and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI. In case of trading in Bonds which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI

REDEMPTION

Redemption Date	28 th November 2039
Redemption Amount	At par along with interest accrued till one day prior to the Redemption Date

DEPOSITORY ARRANGEMENTS

The Bank has appointed KFin Technologies Ltd. Hyderabad as Registrars & Transfer Agent for the present bond issue. The Bank shall make necessary depository arrangements with National Securities Depository Ltd. (NSDL) and Central Depository Services (India) Ltd. (CDSL) for issue and holding of Bond in dematerialized form. In this context the Bank shall sign two tripartite agreements as under:

- Tripartite Agreement between Issuer Bank, RTA and National Securities Depository Ltd. (NSDL) for offering depository option to the investors.

- Tripartite Agreement between Issuer Bank, RTA and Central Depository Services (I) Ltd. (CDSL) for offering depository option to the investors.

Investors can hold the Bonds only in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 as amended from time to time.

LIST OF BENEFICIAL OWNERS

The Bank shall request the Depository to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount on maturity, as the case may be.

LETTER OF ALLOTMENT AND BOND CERTIFICATE

The beneficiary account of the investor(s) with National Securities Depository Limited (NSDL)/ Central Depository Services (India) Limited (CDSL)/ Depository Participant will be given initial credit within timeline specified under SEBI Regulations. The initial credit in the account will be akin to the Letter of Allotment. On completion of all statutory formalities, such credit in the account will be akin to a Bond Certificate.

ISSUE OF BOND CERTIFICATE(S)

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. 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. The Bonds shall be allotted in dematerialized form only.

DISPATCH OF REFUND ORDERS

The Bank shall ensure dispatch of Refund Order(s) by Registered Post only and adequate funds for the purpose shall be made available to the Registrar to the Issue by the Issuer Bank.

JOINT-HOLDERS

Where two or more persons are holders of any Bond(s), they shall be deemed to hold the same as joint tenants with benefits of survivorship.

SHARING OF INFORMATION

The Bank may, at its option, use on its own, as well as exchange, share or part with any financial or other information about the Bond holders available with the Bank, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Bank or its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

MODE OF TRANSFER OF BONDS

Bonds shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/ Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Bonds held in electronic form. The

seller should give delivery instructions containing details of the buyer's DP account to his Depository Participant.

Transfer of Bonds to and from NRIs/ OCBs, in case they seek to hold the Bonds and are eligible to do so, will be governed by the then prevailing guidelines of RBI. 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 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.

SUCCESSION

In the event of the demise of the sole/first holder of the Bond(s) or the last survivor, in case of joint holders for the time being, the Bank shall recognize the executor or administrator of the deceased Bond holder, or the holder of succession certificate or other legal representative as having title to the Bond(s). The Bank shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Bank may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Bond (s) standing in the name of the deceased Bond holder on production of sufficient documentary proof or indemnity.

Where a non-resident Indian becomes entitled to the Bond by way of succession, the following steps have to be complied with:

- Documentary evidence to be submitted to the Legacy Cell of the RBI to the effect that the Bond was acquired by the NRI as part of the legacy left by the deceased holder.
- Proof that the NRI is an Indian National or is of Indian origin.

Such holding by the NRI will be on a non-repatriation basis.

FICTITIOUS APPLICATIONS

Attention of the Applicants is specifically drawn to the provisions of sub-section (1) of section 38 of the Companies Act, 2013 which is reproduced below:

"Any person who—

- (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name.*

Shall be liable for action under section 447."

FUTURE BORROWINGS

The Bank shall be entitled, from time to time, to make further issue of bonds and / or Bonds and other such instruments to the public / members of the Bank / banks / financial institutions / bodies corporate /mutual funds and / or any other person(s) and /or to raise further loans, advances and/or avail of further financial and / or guarantee facilities from all or any of the above without obtaining the approval of the Bondholders and/or the Trustee.

RIGHTS OF BOND HOLDER(S)

The Bond holders will not be entitled to any rights and privileges of shareholders other than those available to them under statutory requirements. The Bonds shall not confer upon the holders the right to receive notice, or to attend and vote at the general meetings of shareholders of the Bank. The principal amount and interest, if any, on the Bonds will be paid to the sole holder only, and in the case of joint holders, to the one whose name stands first in the Register of Bond holders. The Bonds shall be subject to other usual terms and conditions incorporated in the Bond Certificate(s) that will be issued to the Allottee (s) of such Bonds by the Bank and also in the Debenture Trust Agreement / Debenture Trust Deed.

MODIFICATION OF RIGHTS

The rights, privileges, terms and conditions attached to the Bonds may be varied, modified or abrogated with the consent, in writing, of those holders of the Bonds who hold at least three fourth of the outstanding amount of the Bonds or with the sanction accorded pursuant to a resolution passed at a meeting of the Bondholders, provided that nothing in such consent or resolution shall be operative against the Bank where such consent or resolution modifies or varies the terms and conditions of the Bonds, if the same are not acceptable to the Bank.

BONDHOLDER NOT A SHAREHOLDER

The bondholders will not be entitled to any of the rights and privileges available to the shareholders. If, however, any resolution affecting the rights attached to the Bonds is placed before the members of the Bank, such resolution will first be placed before the bondholders through the Trustee for their consideration.

NOTICES

All notices required to be given by the Issuer or by the Trustee to the Bondholders shall be deemed to have been given if sent by ordinary post/ courier to the original sole/ first Allottees of the Bonds and/ or if published in one All India English daily newspaper and one regional language newspaper.

All notices required to be given by the Bondholder(s), including notices referred to under "Payment of Interest" 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.

PAN/GIR NUMBER

All applicants should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle/ Ward/ District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

TAX DEDUCTION 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. Tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, must be lodged at the registered office of the Bank or at such other place as may be notified by the Bank in writing, at least 30 (thirty) calendar working days before the interest payment dates.

Tax exemption certificate/ declaration of non-deduction of tax at source on interest on application money, should be submitted along with the application form. Where any deduction of Income Tax is made at source, the bank shall send to the Bondholder(s) a Certificate of Tax Deduction at Source. Regarding deduction of tax at source and the requisite declaration forms to be submitted, prospective investors are advised to consult their own tax consultant(s).

Tax Deducted at source will be paid to Income tax authorities on accrual or payment whichever is earlier basis.

TAX BENEFITS TO THE BOND HOLDERS OF THE BANK

The holder(s) of the Bonds are advised to consider in their own case, the tax implications in respect of subscription to the Bonds after consulting their own tax advisor/ counsel.

SIGNATURES

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of a Bank or by a Magistrate/ Notary Public under his/her official seal.

ACKNOWLEDGEMENTS

No separate receipts will be issued for the application money. However, the Bankers to the Issue receiving the duly completed Application Form will acknowledge receipt of the application by stamping and returning to the applicant the acknowledgement slip at the bottom of each Application Form.

THE DISCOUNT AT WHICH SUCH OFFER IS MADE AND THE EFFECTIVE PRICE FOR THE INVESTOR AS A RESULT OF SUCH DISCOUNT

The bonds are being issued at face value and not at discount to offer price.

RIGHT TO FURTHER ISSUE UNDER THE ISINs

The Issuer reserves the right to effect multiple issuances under the same ISIN in accordance with Chapter VIII of SEBI Master Circular.

The Issue can be made either by way of creation of a fresh ISIN or by way of issuance under the existing ISIN at premium, par or discount as the case may be in line with the SEBI Master Circular.

RIGHT TO RE-PURCHASE, RE-ISSUE OR CONSOLIDATE THE BONDS

The Issuer will have power, exercisable at its sole and absolute discretion from time to time, to re-purchase a part or all of its Bonds from the secondary markets or otherwise, at any time prior to the Redemption Date, subject to applicable law and in accordance with the applicable guidelines or regulations, if any.

In the event of a part or all of the Issuer's Bonds being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed always to have had, the power to re-issue the Bonds either by re-issuing the same Bonds or by issuing other debentures in their place. The Issuer shall have right to consolidate the Bonds under present series in accordance with applicable law.

Further the Issuer, in respect of such re-purchased or re-deemed Bonds shall have the power, exercisable either for a part or all of those Bonds, to cancel, keep alive, appoint nominee(s) to hold or re-issue at such price and on such terms and conditions as it may deem fit and as permitted under the SEBI Master Circular or by laws or regulations.

UNDERWRITING

The present issue of Bonds is not underwritten.

MINIMUM SUBSCRIPTION

As the current issue of Bonds is being made on Private Placement basis, the requirement of minimum subscription shall not be applicable and therefore the Bank shall not be liable to refund the issue subscription(s)/proceed (s) in the event of the total issue collection falling short of the issue size or certain percentage of the issue size.

FF. CONFIRMATION PERTAINING TO THE USE OF PROCEEDS OF THE ISSUE AS REQUIRED UNDER THE SEBI DEBT REGULATIONS

a) if the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly:

(i) in the purchase of any business; or

(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, Bank shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

A. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and

B. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

Not applicable

b) In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:

i) the names, addresses, descriptions and occupations of the vendors;

ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the Bank is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;

iii) the nature of the title or interest in such property proposed to be acquired by the Bank; and

iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the Bank, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/payable should also be disclosed for each immovable property.

Not applicable

c) If:

- i) the proceeds, or any part of the proceeds, of the Issue are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the Bank of shares in any other body corporate; and
- ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the Bank, a report shall be made by a Chartered Accountant (who shall be named in the Issue Document) upon -
 - A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the Issue Document; and
 - B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not applicable

d) The said report shall:

- I. indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the Bank and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the Bank had at all material times held the shares proposed to be acquired; and
- II. where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Not applicable

(D) THE BROAD LENDING AND BORROWING POLICY INCLUDING SUMMARY OF THE KEY TERMS AND CONDITIONS OF THE TERM LOANS SUCH AS RE-SCHEDULING, PREPAYMENT, PENALTY, DEFAULT; AND WHERE SUCH LENDING OR BORROWING IS BETWEEN THE ISSUER AND ITS SUBSIDIARIES OR ASSOCIATES, MATTERS RELATING TO TERMS AND CONDITIONS OF THE TERM LOANS INCLUDING RE-SCHEDULING, PREPAYMENT, PENALTY, DEFAULT:

The Bank is primarily engaged in the business of borrowing and lending. Accordingly, all its borrowing policies are in accordance with the guidelines and regulations laid down by the RBI from time to time.

(E) DETAILS OF THE AGGREGATE NUMBER OF SECURITIES OF THE BANK AND ITS SUBSIDIARY COMPANIES PURCHASED OR SOLD BY THE PROMOTER GROUP, AND BY THE DIRECTORS OF THE COMPANY WHICH IS A PROMOTER OF THE BANK, AND BY THE DIRECTORS OF THE BANK AND THEIR RELATIVES WITHIN SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THIS KEY INFORMATION DOCUMENT.

NIL

GG. MATERIAL CONTRACTS & AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS OF THE ISSUER

By very nature of its business, the Issuer is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Issuer. However, the contracts referred to in Para A below (not being contracts entered into in the ordinary course of the

business carried on by the Issuer) which are or may be deemed to be material have been entered into by the Issuer. Copies of these contracts together with the copies of documents referred to in Para B may be inspected at the Registered Office of the Issuer between 10.00 a.m. and 2.00 p.m. on any working day until the issue closing date.

a. MATERIAL CONTRACTS:

- (i) Copy of letter appointing Registrar and Transfer Agents and copy of Agreement entered into between the Bank and the Registrar.
- (ii) Copy of letter appointing Trustee to the Bondholders.

b. DOCUMENTS:

- (i) The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time.
- (ii) Board Resolution dated 05.07.2024 authorizing issue of Bonds offered under terms of this Key Information Document.
- (iii) Letter of consent from the Axis Trustee Services Limited for acting as trustee for and on behalf of the holder(s) of the Bonds.
- (iv) Letter of consent from the KFin Technologies Ltd. for acting as Registrars to the Issue.
- (v) Application made to the NSE and BSE for grant of in-principle approval for listing of Bonds.
- (vi) Letter from CRISIL Ratings & India Ratings Conveying the credit rating for the Bonds.
- (vii) Annual Report along with Audited financials and Audit Reports for the last three financial years.
- (viii) Unaudited Limited review financial results for the quarter 30th September 2024.

HH. PROJECT DETAILS: GESTATION PERIOD OF THE PROJECT; EXTENT OF PROGRESS MADE IN THE PROJECT; DEADLINES FOR COMPLETION OF THE PROJECT; THE SUMMARY OF THE PROJECT APPRAISAL REPORT (IF ANY), SCHEDULE OF IMPLEMENTATION OF THE PROJECT

NOT APPLICABLE

II. DISCLOSURES PERTAINING TO WILFUL DEFAULTERS

The issuer or any of the Issuer's director is not declared as a willful defaulter.

JJ. ADDITIONAL DISCLOSURES

(i) THE CHANGE IN CONTROL, IF ANY, IN THE BANK THAT WOULD OCCUR CONSEQUENT TO THE PRIVATE PLACEMENT

There is no change in control pursuant to this Issue.

(ii) PRE-ISSUE AND POST-ISSUE SHAREHOLDING PATTERN OF THE BANK

There is no change in shareholding pattern due to this Issue. Please refer to Annexure 12 of this Key Information Document.

(iii) ISSUE OF SECURITIES ON PRIVATE PLACEMENT/PREFERENTIAL ISSUE/RIGHTS ISSUE DURING THE YEAR

Nil.

(iv) ANY FINANCIAL OR OTHER MATERIAL INTEREST OF THE DIRECTORS, PROMOTERS OR KEY MANAGERIAL PERSONNEL IN THE OFFER AND THE EFFECT OF SUCH INTEREST IN SO FAR AS IT IS DIFFERENT FROM THE INTERESTS OF OTHER PERSONS

There is no financial or other material interest of directors, promoters or key managerial personnel in the Issue.

(v) CONTRIBUTION BEING MADE BY THE PROMOTERS OR DIRECTORS EITHER AS PART OF THE OFFER OR SEPARATELY IN FURTHERANCE OF SUCH OBJECTS

The Issuer has not entered into any agreement with the directors for their contribution as part of the offer or separately in the furtherance of such objects. The issue of the Bonds is made on the electronic book building platform (EBP) of NSE in accordance with SEBI EBP Circular and EBP Guidelines. Only those investors who are eligible as per SEBI Debt Regulations and the RBI Circulars shall be able to bid on the EBP. The allotment of the Bonds shall be made by the EBP and communicated to the Issuer in accordance with EBP Guidelines. As such any contribution made by the Promoters or Directors shall be known only post bidding of the Issue.

(vi) THE DETAILS OF SIGNIFICANT AND MATERIAL ORDERS PASSED BY THE REGULATORS, COURTS AND TRIBUNALS IMPACTING THE GOING CONCERN STATUS OF THE BANK AND ITS FUTURE OPERATIONS

Please refer to the General Information Document.

(vii) RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST THREE FINANCIAL YEARS AND THE CURRENT FINANCIAL YEAR WITH REGARD TO LOANS MADE OR, GUARANTEES GIVEN OR SECURITIES PROVIDED

Please refer to the General Information Document.

(viii) REFERENCE TO THE RELEVANT PAGE NUMBER OF THE AUDIT REPORT WHICH SETS OUT THE DETAILS OF THE RELATED PARTY TRANSACTIONS ENTERED DURING THE THREE FINANCIAL YEARS IMMEDIATELY PRECEDING THE ISSUE OF ISSUE DOCUMENT.

Please refer to the General Information Document.

(ix) SUMMARY OF RESERVATIONS OR QUALIFICATIONS OR ADVERSE REMARKS OF AUDITORS IN THE THREE FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF ISSUE DOCUMENT AND OF THEIR IMPACT ON THE FINANCIAL STATEMENTS AND FINANCIAL POSITION OF THE BANK AND THE CORRECTIVE STEPS TAKEN AND PROPOSED TO BE TAKEN BY THE BANK FOR EACH OF THE SAID RESERVATIONS OR QUALIFICATIONS OR ADVERSE REMARK

Please refer to the General Information Document.

(x) DETAILS OF ANY INQUIRY, INSPECTIONS OR INVESTIGATIONS INITIATED OR CONDUCTED UNDER THE COMPANIES ACT, 2013 OR ANY PREVIOUS COMPANY LAW IN THE LAST THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER IN THE CASE OF BANK AND ALL OF ITS SUBSIDIARIES, AND IF THERE WERE ANY PROSECUTIONS FILED (WHETHER PENDING OR NOT), FINES IMPOSED, COMPOUNDING OF OFFENCES IN THE LAST THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER AND IF SO, SECTION-WISE DETAILS THEREOF FOR THE BANK AND ALL OF ITS SUBSIDIARIES

Please refer to the General Information Document.

(xi) DETAILS OF ACTS OF MATERIAL FRAUDS COMMITTED AGAINST THE BANK IN THE PRECEDING THREE YEARS, IF ANY, AND IF SO, THE ACTION TAKEN BY THE BANK

Details on fraud accounts:

(Rs. In Crores)

Particulars	For the FY ended March, 2022	For the FY ended March, 2023	For the FY ended March, 2024	For the Half Year ended September, 2024
Number of frauds reported during the year*	280	784	12,061	3541
Amounts Involved*	3,990.12	1,780.98	399.38	157.39
Provisions made during the year*	3,724.47	1,180.03	390.33	78.38
Provisions held at end of the year	33,503.02	31,507.75	30,885.81	29613.7

*Includes Advances and others.

The Bank has taken appropriate actions against the cases reported as fraud as per the regulatory guidelines and its internal policies.

(xii) DIVIDENDS DECLARED BY THE BANK IN RESPECT OF THE PAST THREE FINANCIAL YEARS

Please refer to the General Information Document.

(xiii) ANY CHANGE IN ACCOUNTING POLICIES DURING THE LAST THREE YEARS AND THEIR EFFECT ON THE PROFITS AND THE RESERVES OF THE BANK

Please refer to the General Information Document.

(xiv) DETAILS OF ANY LITIGATION OR LEGAL ACTION PENDING OR TAKEN BY ANY MINISTRY, DEPARTMENT OF THE GOVERNMENT OR A STATUTORY AUTHORITY AGAINST ANY PROMOTER OF THE OFFEREE BANK IMMEDIATELY PRECEDING THREE YEARS FROM THE DATE OF THIS KEY INFORMATION DOCUMENT AND ANY DIRECTION ISSUED BY SUCH MINISTRY OR DEPARTMENT OR STATUTORY AUTHORITY UPON CONCLUSION OF SUCH LITIGATION OR LEGAL ACTION

President of India is the Promoter of the Issuer and hence not applicable.

KK. DISCLOSURES ALONG WITH THE LISTING APPLICATION TO THE STOCK EXCHANGE:

- Copy of the Board / Committee Resolution authorizing the borrowing and list of authorized signatories.
- Any other particulars or documents that the Stock Exchange may call for as it deems fit.

LL. DISCLOSURES TO THE TRUSTEE IN ELECTRONIC FORM (SOFTCOPY) AT THE TIME OF ALLOTMENT OF THE DEBENTURES:

- The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time and necessary resolution(s) for the allotment of the Debentures.
- Copy of last three years' audited annual reports.
- Statement containing particulars of, dates of, and parties to all material contracts and agreements.
- Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.

An undertaking to the effect that the Issuer would, till the redemption of the Debentures, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in

the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing Debenture Holders within two working days of their specific request.

MM. DECLARATION

The Bank undertakes that this Key Information Document contains full disclosures in accordance with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Redeemable Preference Shares) Regulations, 2021 issued vide circular no. SEBI/LAD-NRO/GN/2021/39 dated August 9, 2021 read with SEBI circular number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended / modified / supplemented from time to time.

The Bank also confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.

The Bank accepts no responsibility for the statement made otherwise than in the Key Information Document or in the advertisement or in any other material issued by or at the instance of the Bank and that anyone placing reliance on any other source of information would be doing so at his own risk.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Key Information Document.

NN. UNDERTAKING BY THE ISSUER

The Issuer undertakes that:

- i. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The Bonds have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of investors is invited to the statement of 'Risk Factors' under section on Risk Factors of the General Information Document and 'General Risks' on front page.
- ii. The Issuer having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document contains all information with regard to the Issuer and the issue, that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- iii. The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the Key Information Document read with relevant General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the Bonds are listed.
- iv. The Issuer shall submit the Permanent Account Numbers of the Issuer's directors to the stock exchanges on which the bonds are proposed to be listed.

OO. DECLARATION


General Risk:

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section Risk Factors of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

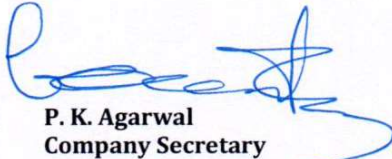
The Issuer confirms that:

- a. the issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the RBI Circulars, the SEBI Debt Regulations, the SEBI Debenture Trustee Regulations, the SEBI LODR Regulations and the rules and regulations made thereunder.
- b. the compliance with the Securities and Exchange Board of India Act, 1992 and the rules/regulations does not imply that payment of dividend or interest or repayment of Bonds, is guaranteed by the Central Government.
- c. the monies received under the offer shall be used only for the purposes and objects indicated in the Key Information Document.
- d. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the Issuer.
- e. The contents of this document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

Signed pursuant to internal authority granted by Board of Directors in its meeting held on 05th July 2024 and Capital Raising Committee meeting held on 28th October 2024.



Sanjay K Grover
Chief General Manager
Treasury & Global Markets
Authorised Signatory



P. K. Agarwal
Company Secretary
Authorised Signatory

DATE: [27th NOVEMBER 2024]

