

IV. Summary Term sheet

Indicative Term Sheet		
1	Issuer	Central Bank of India ("the "Bank"/ the "Issuer")
2	Security Name	Central Bank of India Tier II Bond (Series V)
3	Issue Size	Rs. 500 Crore
3a	Base Issue Size	Rs. 500 Crore.
3b	Green Shoe Option	NA
4	Type of Instrument	Non-Convertible, Taxable, Redeemable Unsecured Basel III compliant Tier 2 Bonds (Series- V) which will qualify as Tier 2 Capital (as the term is defined in the Basel III Guidelines of the Reserve Bank of India) in the nature of Debentures ("Bonds")
5	Objects of the Issue	<p>Augmenting Tier II Capital (as the Term is defined in the Basel III Guidelines) and overall capital of the Issuer for strengthening its capital adequacy and for enhancing its long-term resources.</p> <p>The funds being raised by the Bank through the present Issue are not meant for financing any particular project. Proceeds of the Bonds raised will be utilized for the business of the bank.</p> <p>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 Exchanges.</p>
6	Nature of Instrument	<p>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.</p> <p>Bondholders will not be entitled to receive notice of or attend or vote at any meeting of shareholders of the Issuer or participate in the management of the Issuer.</p>
7	Seniority of Claim	<p>Claims of the Bondholders shall be</p> <p>(i) senior to the claims of investors in instruments eligible for inclusion in Tier 1 capital</p> <p>(ii) subordinate to the claims of all depositors and general creditors of the Bank and</p> <p>(iii) the Bonds shall neither be secured nor covered by a 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.</p> <p>(iv) Unless the terms of any subsequent issuance of bonds/debentures by the Bank specifies that the claim of such subsequent bond holders are senior or subordinate to the Bonds issued under this Disclosure Document or unless the RBI specifies otherwise in its guidelines, the claims of the Bondholders shall be pari passu with claims of holders of such subsequent debentures/bond issuances of the Bank;</p> <p>(v) Pari passu without preference amongst themselves and other subordinate debt classifying as Tier 2 Capital in terms of Basel III Guidelines.</p> <p>Tier I capital and Tier 2 Capital shall have the meaning ascribed to such terms under Basel III Guidelines.</p>



		Notwithstanding anything to the contrary stipulated herein, The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation. And The claims of the bondholders shall be subject to the provisions mentioned in the "Point of Non viability" (PONV) in the term sheet.
8	Issuance Mode	Private Placement in Demat Form through Closed bidding in BSE Electronic Bidding Platform.
9	Convertibility	Non-Convertible
10	Credit Rating	IND AA-/Negative and CRISIL A+/ Stable
11	Mode of Issue	Private Placement
12	Security	Unsecured
13	Manner of Allotment	Uniform
14	Face Value	Rs. 10.00 lakhs per Bond
15	Premium/ Discount on Issue	Nil
16	Issue Price	At par (Rs.10.00 lakhs per Bond)
17	Premium/ Discount on redemption	Nil
18	Maturity	Redeemable after 122 months (10 Year and 2 Months) from the Deemed Date of Allotment
19	Coupon Date	Every anniversary date from the deemed date of allotment
20	Lock-in-Period	Not Applicable
21	Minimum Application	1 (one) Bond and in multiples of 1 Bond thereafter
22	Put Option	None
23	Call Option	<p>The Issuer may at its sole discretion, subject to prior approval of Reserve Bank of India and having notified the Trustee not less than 21 calendar days prior to the date of exercise of such Issuer Call (which notice shall specify the date fixed for exercise of the Issuer Call (the "Issuer Call Date"), may or may not exercise a call (the Issuer call is discretionary) on the outstanding Bonds on or after the 62 months (5 Years and 2 Months) from the Deemed Date of Allotment or on any allotment anniversary Date thereafter. To exercise a call option :</p> <ol style="list-style-type: none"> Bank must receive prior approval of RBI (Department of Banking Regulation); the Bank will not do anything which creates an expectation that the call will be exercised. For example, to preclude such expectation of the instrument being called, the dividend / coupon reset date need not be co-terminus with the call date. Banks may, at their discretion, consider having an appropriate gap between dividend / coupon reset date and call date; and Bank will not exercise a call unless <ol style="list-style-type: none"> Bank has replaced the Bond with capital of the same or better quality and the replacement of this capital is done at conditions which are sustainable for the income capacity of the Issuer; or The Bank demonstrates that its capital position is well above the minimum capital requirements (as per Basel III Guidelines) after the call option is exercised.





		<p>Here, 'minimum capital requirements' refers to Common Equity Tier 1 of 8% of RWAs (including capital conservation buffer of 2.5% of RWAs) and Total Capital of 11.5% of RWAs including any additional capital requirement identified as per Basel III Guidelines.</p> <p>d. any other pre-conditions specified in the Basel III Guidelines at such time have been satisfied.</p> <p>If a Tax Event (as described below) has occurred and continuing, then the Issuer may, subject to the requirements set out in points (a) to (d) in 30 (i) above and having notified the Trustee not less than 21 calendar days prior to the date of exercise of such Tax Call or Variation (which notice shall specify the date fixed for exercise of the Tax Call or Variation "Tax Call Date"), may exercise a call on the Bonds or substitute the Bonds or vary the terms of the Bonds so that the Bonds have better classification.</p> <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>RBI may permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Event at the time of issuance of the Bonds.</p> <p>If a Regulatory Event (as described below) has occurred and continuing, then the Issuer may, subject to the requirements set out in points (a) to (d) in 30 (i) above 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 may permit the Issuer to exercise the Regulatory Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds</p>
24	Call Option Price	At Par i.e. Rs. 10,00,000/- (Rupees Ten Lacs) per Bond.
25	Call Notification Time	21 calendar days prior to the date of exercise of call option.
26	Coupon Rate	9.20% per annum (to be derived through Electronic Bidding Platform of BSE.)
27	Step Up/ Step Down Coupon Rate	None
28	Coupon Payment Frequency	Annual
29	Day count Basis	Actual/Actual
30	Coupon Type	Fixed
	Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not Applicable





32	Default Interest Rate	Not Applicable
33	Listing	Proposed on the Wholesale Debt Market (WDM) segment of Bombay Stock Exchange of India Limited ("BSE")
34	Trustees	IDBI Trusteeship Services Limited
35	Depository	National Securities Depository Limited ("NSDL") / Central Depository Services (India) Limited ("CDSL")
36	Registrars	MCS Share Transfer Agent Limited
37	Settlement Mode	RTGS/ NEFT/Fund Transfer
	Settlement Cycle	T+ 1 (Issuance)
	Repurchase/Buy-back/Redemption	The Issuer may at the, subject to the following conditions having been satisfied and such repayment being otherwise permitted by then prevailing BASEL III Guidelines, repay the principal amount of the Bonds by way of repurchase, buy-back or redemption:
		(a) the prior approval of RBI shall be obtained.
		(b) the Issuer has not assumed or created any market expectations that RBI approval for such repurchase/redemption/buy-back shall be given:
		(c) Issuer:
38	Events of Default	(i) replace the Bond with capital of the same or better quality and the replacement of this Bond is done at the conditions which are sustainable for the income capacity of the Issuer; or
		(ii) demonstrate that it's the capital position is well above the minimum capital requirements after the repurchase/ buy-back/redemption;
39	Business Day Convention	(d) any other pre conditions specified in Basel III Guidelines at such time have been satisfied.
		Default on the part of the Bank to forthwith satisfy all or any part of payments in relation to the Bonds when it becomes due (i.e. making payment of any installment of interest or repayment of principal amount of the Bonds on the respective due dates) except in case of "PONV" mentioned above or due to any regulatory requirements prescribed under Applicable RBI Regulations or by Government of India or by any Statutory Authority, shall constitute an Event of Default for the purpose of the Issue.
39	Business Day Convention	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
		In pursuance of circular no. CIR/IMD/DF-1/122/2016 dated November 11, 2016 issued by SEBI, if any Coupon Payment Date falls on a day that is not a Business Day, the Coupon Payment shall be made by the Bank on the immediately succeeding Business Day and calculation of such coupon payment shall be as per original schedule as if such Coupon Payment Date were a Business Day. Further the future Coupon Payment Dates shall remain intact and shall not be disturbed because of postponement of such coupon payment on account of it falling on a non Business Day.
39	Business Day Convention	If the Issuer Call Date, Tax Call Date or Regulatory Call Date (also being the last Coupon Payment Date, in case if exercised) of the Bonds falls on a day, that is not a Business Day, such Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.
		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.



		Business Day being a day when the Money Market is functioning in Mumbai, Maharashtra, India.
40	Record Date	Reference /Record date for payment of coupon (interest) which shall be the date falling 15 days prior to the relevant Coupon Payment Date, Issuer Call Date, Tax Call Date or Regulatory Call Date (each as defined later) on which interest is due and payable. In the event the Record Date falls on a day which is not a business day, the next business day will be considered as the Record Date.
41	Loss Absorption.	<p>The Bonds shall be subjected to loss absorbency features applicable for non-equity capital instruments vide RBI Master Circular on Basel-III Capital Regulations vide circular No. RBI/2015 -16/ 58 DBR.No.BP.BC.1 /21.06.201/2015-16 dated July 01, 2015 covering criterion for inclusion of debt capital instruments as Tier 2 capital (Annexeure-5) and minimum requirements to ensure loss absorbency of additional Tier-1 instruments as pre-specified trigger and of all non-equity regulatory capital instruments at the Point of Non Viability' (PONV) (Annexeure-16) .</p> <p>Accordingly, the Bonds may at the option of RBI be written off on the occurrence of the trigger event called the 'Point of Non Viability' (PONV). PONV trigger event shall be as defined in the aforesaid RBI Circular and shall be determined by the RBI.</p>
41a	Loss Absorption at Point of Non-Viability (PONV)	<p>1. If a PONV Trigger Event (as described below) occurs, the Issuer shall:</p> <p>(i) notify the Trustee;</p> <p>(ii) cancel any coupon which is accrued and unpaid on the Bonds as on the write-off date; and</p> <p>(iii) Without the need for the consent of Bondholders or the Trustee, write-off of 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.</p> <p>A write-off may occur on more than one occasion.</p> <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>2. Write off for PONV means full and permanent write off.</p> <p>3. These instruments, at the option of the Reserve Bank of India will be written off upon the occurrence of the trigger event, called the 'Point of Non-Viability (PONV) Trigger' stipulated below:</p> <p>(i) <i>The PONV Trigger event is the earlier of:</i></p> <p>a. a decision that a full conversion to common shares or full permanent write-off, without which the Bank would become non-viable, is necessary, as determined by the Reserve Bank of India; and</p> <p>b. the decision to make a public sector injection of capital, or equivalent support, without which the Bank would become non-viable, as determined</p>



	<p>by the relevant authority.</p> <p>The Write-off of any Common Equity Tier 1 capital will not be required before the write-off of these instruments.</p> <p>(ii) Such a decision would invariably imply that the write-off or issuance of any new shares as a result of conversion consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted.</p> <p>(iii) No compensation will be paid to these Instrument holders in case of full and permanent write-off.</p> <p>4. For the purpose of the above , a non-viable bank will be:</p> <p>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 Reserve Bank 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 write-off / conversion of non-equity regulatory capital into common shares in combination with or without other measures as considered appropriate by the Reserve Bank.</p> <p>5. Bank facing financial difficulties and approaching PONV will be deemed to achieve viability if within a reasonable time in the opinion of Reserve Bank, it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including augmentation of equity capital through write-off/conversion/public sector injection of funds are likely to:</p> <p>a. Restore depositors'/investors' confidence;</p> <p>b. Improve rating /creditworthiness of the bank and thereby improve its borrowing capacity and liquidity and reduce cost of funds; and</p> <p>c. Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.</p> <p>6. The amount of non-equity capital to be converted / written-off will be determined by RBI.</p> <p>7. When Bank breaches the PONV trigger and the equity is replenished either through conversion or write-off, such replenished amount of equity will be excluded from the total equity of the bank for the purpose of determining the proportion of earnings to be paid out as dividend in terms of rules laid down for maintaining capital conservation buffer. However, once the bank has attained total Common Equity ratio of 8% without counting the replenished equity capital, that point onwards, the bank may</p>
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	<p>include the replenished equity capital for all purposes.</p> <p>8. Criteria to Determine the PONV</p> <p>When the bank is adjudged by Reserve Bank of India to be approaching the PONV trigger event, or has already reached the PONV, but in the views of RBI:</p> <ol style="list-style-type: none"> there is a possibility that a timely intervention in form of capital support, with or without other supporting interventions, is likely to rescue the bank; and if left unattended, the weaknesses would inflict financial losses on the bank and, thus, cause decline in its common equity level. <p>9. The purpose of write-off and / or conversion of these Instruments will be to shore up the capital level of the Bank.</p> <p>RBI would follow a two-stage approach to determine the non-viability of Bank as under :</p> <p>The Stage 1 assessment would consist of purely objective and quantifiable criteria to indicate that there is a prima facie case of a bank approaching non-viability and, therefore, a closer examination of the bank's financial situation is warranted.</p> <p>The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1 information, would help in determining whether the bank is about to become non-viable. These criteria would be evaluated together and not in isolation.</p> <p>10. Once the PONV is confirmed, the next step would be to decide whether rescue of the bank would be through write-off/conversion alone or write-off/conversion in conjunction with a public sector injection of funds.</p> <p>11. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger conversion / write-off.</p> <p>12. As the capital adequacy is applicable both at solo and consolidated levels, the minority interests in respect of capital instruments issued by subsidiaries of banks including overseas subsidiaries can be included in the consolidated capital of the banking group only if these instruments have pre-specified triggers (in case of AT1 capital instruments) / loss absorbency at the PONV (for all non-common equity capital instruments). In addition, where a bank wishes the instrument issued by its subsidiary to be included in the consolidated group's capital in addition to its solo capital, the terms and conditions of that instrument must specify an additional trigger event.</p> <p><i>This additional trigger event is the earlier of:</i></p>
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		<p>(1) a decision that a conversion or write-off, without which the Bank or the subsidiary would become non-viable, is necessary, as determined by the Reserve Bank of India; and</p> <p>(2) the decision to make a public sector injection of capital, or equivalent support, without which the Bank or the subsidiary would become non-viable, as determined by the Reserve Bank of India. Such a decision would invariably imply that the write-off or issuance of any new shares as a result of conversion consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted.</p> <p>13. In such cases, the subsidiary would obtain its regulator's approval/no-objection for allowing the capital instrument to be converted/written-off at the additional trigger point referred to in paragraph above.</p> <p>14. If Bank goes into liquidation before these Bonds have been written-off, these instruments will absorb losses in accordance with the order of seniority indicated in clause 8 of this term sheet and as per usual legal provisions governing priority of charges.</p> <p>15. If Bank goes into liquidation after these Bonds instruments have been written-off, the holders of these instruments will have no claim on the proceeds of liquidation.</p> <p>(a) Amalgamation of a banking company: (Section 44 A of BR Act, 1949)</p> <p>16. If Bank is amalgamated with any other bank before these Bonds have been written-off, these instruments will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.</p> <p>17. If Bank is amalgamated with any other bank after these instruments have been written-off permanently, these cannot be written-up by the amalgamated entity.</p> <p>(b) Scheme of reconstitution or amalgamation of a banking company: (Section 45 of BR Act, 1949)</p> <p>18. If the relevant authorities decide to reconstitute Bank or amalgamate Bank with any other Bank under the Section 45 of BR Act, 1949, such a Bank will be deemed as non-viable or approaching non-viability and both the pre-specified trigger and the trigger at the point of non-viability write off of these instruments will be activated. Accordingly, these instruments will be fully written-off permanently before amalgamation / reconstitution in accordance with these rules.</p>
41b	Decision to Write Down	The decision of write-down shall be exercised across all investors of these Instruments;
41c	Treatment in Bankruptcy/ Liquidation	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.

42	Eligible Investors	<p>Mutual Funds, Public Financial Institutions as defined under the Companies Act, 2013, Scheduled Commercial Banks, Insurance Companies, Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds, Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures, Companies and Bodies Corporate authorized to invest in bonds/ debentures, Trusts authorized to invest in bonds/ debentures, Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures, etc and as amended time to time.</p> <p>This being a private placement Issue, the eligible investors who have been addressed through this communication directly, are only eligible to apply.</p> <p>The potential investors are required to independently verify their eligibility to subscribe to the bonds on the basis of norms / guidelines / parameters laid by their respective regulatory body including but not limited to RBI, SEBI, IRDA, Government of India, Ministry of Finance, Ministry of Labour etc. and be guided by applicable RBI Guidelines. The Bank shall be under no obligation to verify the eligibility/authority of the investor to invest in these Bonds. Further, mere receipt of this Disclosure Document by a person shall not be construed as any representation by the Bank that such person is authorized to invest in these Bonds or eligible to subscribe to these Bonds. If after applying for subscription to these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Bank shall not be responsible in any manner.</p>
43	Non-Eligible classes of Investors	<p>Minors without a guardian name, Qualified Foreign Investors, Foreign Nationals, Persons resident outside India, Venture Capital Funds, Alternative Investment Funds, Overseas Corporate Bodies, Partnership firms formed under applicable laws in India in the name of the partners, Hindu Undivided Families through Karta, Person ineligible to contract under applicable statutory/ regulatory requirements etc.</p>
44	Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <p>a. Letter appointing Trustee to the Bondholders;</p> <p>b. Debenture Trusteeship Agreement;</p> <p>c. Letter appointing Registrar and Agreement entered into between the Issuer and the Registrar;</p> <p>d. Tripartite Agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form;</p> <p>e. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form</p> <p>d. Rating Rational of India Ratings and CRISIL Ltd.</p> <p>e. Listing Agreement with BSE.</p> <p>f. Disclosure Document</p>
45	Conditions precedent to subscription of Bonds	<p>The subscription from investors shall be accepted for location and allotment by the Issuer subject to the following:</p> <p>i. Rating letter(s) / letters of revalidation of ratings from the aforesaid rating agencies not being more than one month old from the issue opening date;</p> <p>ii. Letter from the Trustees conveying their consent to act as Trustees</p>

		for the Bondholder(s);
		Letter to BSE for seeking its In- principle approval for listing and trading of Bonds.
46	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 elsewhere in this Term Sheet :</p> <ol style="list-style-type: none"> Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Deemed Date of Allotment. Making listing application to BSE within 15 days from the Deemed Date of Allotment of Bonds and seeking listing permission within 20 days from the Deemed Date of Allotment of Bonds in pursuance of SEBI Debt Regulations; Neither the Bank nor any related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor would the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall also not grant advances against the security of the Bonds issued by it. Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Term Sheet. Default in Payment: In the event of delay in the payment of interest amount and/or principal amount on the due date(s), the Issuer shall pay additional interest of 2.00% per annum in addition to the respective Coupon Rate payable on the Debentures, on such amounts due, for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid. Delay in Listing: The Issuer shall complete all the formalities and seek listing permission from stock exchange(s) within 20 (twenty) days from the Deemed Date of Allotment. In the event of delay in listing of Debentures beyond 20 (twenty) days from the Deemed Date of Allotment, the Issuer shall pay penal interest of 1.00% per annum over the respective Coupon Rate from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of Debentures to the Debentureholder(s). Delay in Execution of Trust Deed: If the issuer fails to execute the trust deed within the period specified in the sub-regulation (1) of regulation 15 of SEBI's Issue and Listing of Debt Securities Regulations, 2008 (as amended), issuer shall pay penal interest of 2% (two percent) per annum to the debenture holders, over and





		above the agreed coupon rate, till the execution of the trust deed.
47	Cross Default	Not Applicable
48	Role and Responsibilities of Trustees	<p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the Trust Reposed in the Trustees by the Holder(s) of the Bonds and shall further conduct itself and complied with the provisions of all applicable laws including SEBI (Debenture Trustees) Regulations, 1993 provided that, the provisions of Sec. 20 of the Indian Trusts Act, 1882 shall not be applicable to the Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees), Regulations, 1993, the Bond/Debenture Trusteeship Agreement, Disclosure Document and all other related transaction documents with due care, diligence and loyalty.</p> <p>The Trustees shall be vested with the requisite powers for protecting the interest of Holder(s) of the Bonds. The Trustees shall ensure disclosure of all material events on an ongoing basis</p>
49	Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction on of District Courts of Mumbai, Maharashtra.
50	Applicable RBI Guidelines	<p>The present issue of Bonds is being made in pursuance of Master Circular on Basel III capital regulations issued by RBI vide circular RBI/2015-16/58 DBOD. No. BP. BC. 1/ 21.06.201 /2015-16 dated July 1, 2015 by the RBI covering criteria for inclusion of debt capital instruments as Tier 2 capital (Annex 5) and minimum requirements to ensure loss absorbency of additional Tier 1 instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the PONV (Annex 16) and other related amendments, revisions, if any.</p> <p>The issue of Bonds and the terms and conditions of the Bonds will be subject to the applicable guidelines issued by the Reserve Bank of India from time to time.</p> <p>In the case of any discrepancy or inconsistency between the terms of the Bonds or any other Transaction Document and the Basel III Guidelines, the provisions of the Basel III Guidelines/RBI Guidelines shall prevail.</p>
51	Applicable SEBI Guidelines	<p>securities and exchange board of India (Issue and listing of debt securities) regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended by Securities and Exchange Board of India (issue and listing of debt securities) (amendment) regulations, 2012 issued vide circular no. LAD-NRO/GN/2012-13/19/5392 dated October 12, 2012 and CIR/IMD/DF/18/2013 dated October 29, 2013, Securities and Exchange Board of India (issue and listing of debt securities) (amendment) regulations, 2014 issued vide circular no. LAD-NRO/GN/2013-14/43/207 dated January 31, 2014 and Securities and Exchange Board of India (issue and listing of debt securities) (amendment) regulations, 2015 issued vide circular no. LAD-NRO/GN/2014-15/25/539 dated March 24, 2015 and Securities and Exchange Board of India circular no. CIR/IMD/DF/148/2016 dated April 21, 2016 Securities and Exchange</p>



		Board of India (listing obligations and disclosure requirements) regulations, 2015, issued vide circular no. SEBI/LAD-NRO/GN/2015-16/013 dated September 2 2015, Securities and Exchange Board of India (issue and listing of debt securities) (amendment) regulations, 2016 issued vide circular no SEBI/ LAD-NRO/GN/2016- 17/004. Dated May 25 2016 and SEBI circular no. CIR/IMD/DF-1/122/2016 dated November 11, 2016 ,SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2017 issued vide circular no. No. SEBI/LAD-NRO/GN/2017-18/009 dated June 13, 2017, SEBI (Issue and Listing of Debt Securities) (Second Amendment) Regulations, 2017 issued vide circular no. SEBI/LAD-NRO/GN/2017-18/023 dated DECEMBER 15, 2017, SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2019 dated May 07, 2019 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, each as amended from time to time
52	Reporting of Non-payment of Coupons	All instances of non-payment of coupon should be notified by the bank to the Chief General Managers-in-Charge of Department of Banking Operations and Development and Department of Banking Supervision of the Reserve Bank of India, Mumbai.
53	Re-capitalization	Nothing contained in this term-sheet or in any transaction documents shall hinder recapitalization by the Issuer.
54	Prohibition on Purchase/ Funding of Bonds	Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall also not grant advances against the security of the Bonds issued by it
55	Issue Opening Date	19-03-2020 11.00 AM
56	Issue Closing Date	19-03-2020 12.00 Noon
57	Pay In Date/Date of Allotment	20-03-2020
58	Payment Mode :	The remittance of application money can preferably be made in the following mode :

*the issuer reserves its sole and absolute right to modify(pre-pone/post-pone) the above issue scheduled without giving any reasons or prior notice. In such a case, applicant shall be intimated about the revised time schedule by the Issuer. The Issuer also reserves the right to keep multiple Date(s) of Allotment at its sole and absolute discretion without any notice. In case if he issue Closing Date /Pay in Dates is/are changed (preponed/postponed), the Deemed Date of Allotment may also be changed (pre-poned/post-poned) by the Issuer at its sole and absolute dicretion. 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.

DISCLOSURE OF CASH FLOWS: As per SEBI Circular No. CIR/IMD/DF/18/2013 dated October 29, 2013 read with SEBI Circular no. CIR/IMD/DF-1/122/2016 November 11, 2016	
Company	CENTRAL BANK OF INDIA
Tenure	122 MONTHS
Face Value (per security)	Rs.10,00,000/- per bond (Rs Ten Lakh only)
Date of Allotment	20-03-2020
Redemption	
Coupon Rate	9.20% pa (payable annually from the date of allotment).
Frequency of the interest payment with specified dates	First interest payment on 20-03-2021 and subsequently on 20-03-2022 and so on.
Day count Convention	Actual/Actual



Cash flows assuming call is exercised at the end of 5 year 2 months :

Coupon	9.20%					
Face Value INR	1000000					
Allotment Date	20-03-2020					
Schedule	Date	Day	Actual Proposed Coupon Payment due to holiday convention	Day	Actual No. of Days from Last IP date / allotment date	Amount in Rs.
Allotment Date	20-03-2020					-1000000.00
1st Coupon	20-03-2021	Saturday	22-03-2021	Monday	365	92000.00
2nd Coupon	20-03-2022	Sunday	21-03-2022	Monday	365	92000.00
3rd Coupon	20-03-2023	Monday	20-03-2023	Monday	365	92000.00
4th Coupon	20-03-2024	Wednesday	20-03-2024	Wednesday	366	92000.00
5th Coupon	20-03-2025	Thursday	20-03-2025	Thursday	365	92000.00
Accrued Interest	20-05-2025	Tuesday	20-05-2025	Tuesday	61	15375.34
Principal	20-05-2025	Tuesday	20-05-2025	Tuesday	61	1000000.00

**the dates are subject to change with the change in deemed date of allotment.*

Please note in all coupon interest payment Dates w.r.t. holiday convention, Sunday and 2nd and 4th Saturday is taken as Banking holiday, hence Interest payment will be made on next working day and Call payment will be made on previous working day as and when call, if, option is exercised.

Please note that this cash flow is only for illustrative purposes and Call option may or may not be exercised upon 62 months from deemed date of allotment. As and when call option is exercised it will be subject to provisions as mentioned in term sheet above.

Notes:

** In case of interest payment falling in Leap year, the interest payment(s) will be calculated taking number of days as 366 days for a whole one year period. (Actual/ Actual - as per SEBI Circular no CIR/IMD/DF/18/2013 dated 29th Oct 2013 read with SEBI Circular no. CIR/IMD/DF-1/122/2016 November 11, 2016).*

** If the date of payment of interest happens to be holiday, the Interest payment will be made on the next business day without Interest for the intervening period.*

** If the maturity payment date and interest payment date falls together on a holiday, redemption and accrued interest payment will be made on the previous business day.*

** The interest and/ or principal payment will be made on the best available information on holidays and could further undergo change(s) in case of any scheduled and unscheduled holiday(s) and/or changes in money market settlement day conventions by the Reserve bank of India/ SEBI.*

** Interest payments will be rounded-off to nearest rupee as per the FIMMDA 'Handbook on market practices'.*

** In case the Deemed Date of Allotment is revised (preponed/ postponed) then the Interest Payment Dates may also be revised preponed/ postponed) accordingly by the Bank at its sole & absolute discretion.*

** Payment of interest and repayment of principal shall be made by way of cheque(s)/ demand draft(s)/ RTGS/ NEFT mechanism.*