



CANARA BANK

(A Government of India Undertaking)

Constituted under The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970

Date of Incorporation: 19th July 1969; **Head Office & Corporate Office:** 112, J.C. Road, Bengaluru-560 002; **CIN:** NA

Promoter: President of India; **PAN:** AAACC6106G; **Website:** www.canarabank.bank.in

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Compliance Officer & Company Secretary: Shri Santosh Kumar Barik, **Tel:** 080- 22100250; **Email:** hosecretarial@canarabank.com

Key Information Document Dated: 26.02.2026

THIS DOCUMENT CONSTITUTES KEY INFORMATION DOCUMENT RELATING TO THE ISSUE OF BONDS DESCRIBED HEREIN. TERMS USED HEREIN SHALL BE DEEMED TO BE DEFINED AS SUCH FOR THE PURPOSES OF THIS KEY INFORMATION DOCUMENT AS SET FORTH IN THE GENERAL INFORMATION DOCUMENT DATED 24th NOVEMBER 2025 (HEREINAFTER REFERRED TO AS "GENERAL INFORMATION DOCUMENT" OR "GID"). THIS KEY INFORMATION DOCUMENT CONTAINS THE FINAL TERMS OF THE BONDS AND MUST BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT. THIS KEY INFORMATION DOCUMENT (HEREINAFTER REFERRED TO AS "KID") IS IN RELATION TO ISSUE BY CANARA BANK ("ISSUER" OR "BANK") BY WAY OF PRIVATE PLACEMENT OF UPTO 5,000 BONDS OF FACE VALUE RS. 1 CRORE EACH AND COUPON OF 7.24% PAYABLE ANNUALLY IN THE NATURE OF NON-CONVERTIBLE, TAXABLE, SUBORDINATED, FULLY PAID UP, UNSECURED BASEL III COMPLIANT TIER 2 BONDS (IN THE NATURE OF DEBENTURES) (HEREINAFTER REFERRED TO AS THE "BOND") FOR INCLUSION IN TIER 2 CAPITAL OF THE BANK, ("BONDS") AT PAR AGGREGATING TO TOTAL ISSUE SIZE NOT EXCEEDING RS 5,000 CRORE (RUPEES FIVE THOUSAND CRORES). THE OFFER COMPRISES A BASE ISSUE OF 2,000 BONDS AGGREGATING TO RS 2,000 CRORE (RUPEES TWO THOUSAND CRORES) WITH A GREEN SHOE OPTION TO RETAIN OVERSUBSCRIPTION UP TO 3,000 BONDS AGGREGATING TO RS 5,000 CRORES (RUPEES FIVE THOUSAND CRORES).

BACKGROUND

This Key Information Document is neither a prospectus nor a statement in lieu of prospectus. This Key Information Document is prepared in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI NCS Regulations, 2021") as modified and amended from time to time. This Key Information Document is related to the Bonds to be issued by the Issuer on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Bonds. The Issue has been authorized through a resolution passed by the Board of Directors on 12th June 2025.

GENERAL RISK

For taking an investment decision, investors must rely on their examination of the Issue including the risks involved in it. The Bonds are capital instruments and not deposits of the Bank and they cannot be used as collateral for any loan made by the Bank or any of its Subsidiaries or Affiliates.

The Issue has not been recommended or approved by Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this Key Information Document.

CREDIT RATING

The Bonds proposed to be issued by the Bank have been assigned a rating of "Ind AAA/Stable" by India Ratings Limited vide its letter dated 13.02.2026 and "ICRA AAA/Stable" by ICRA Ratings Limited vide its letter dated 11.02.2026.

The above rating(s) are not a recommendation to buy, sell or hold securities and investors should take their own decisions. The rating may be subject to revision or withdrawal at any time by the assigning Rating Agency on the basis of new information. Each rating should be evaluated independent of any other rating. Please refer to the Annexure 1 and 2 for the rating letters and press release by Care Ratings and ICRA Ratings respectively.

- A) <https://www.icra.in/Rating/RatingDetails?CompanyId=25784&CompanyName=Canara%20Bank>
B) <https://www.indiaratings.co.in/pressrelease/81450>

LISTING

The Bonds are proposed to be listed on the Wholesale Debt Market ("WDM") segment of the National Stock Exchange of India Limited ("NSE").

COMPLIANCE CLAUSE OF EBP

This offer is made on the Electronic Book Building Mechanism of NSE in compliance with SEBI NCS Regulations and circulars issued by NSE. A draft of this Key Information Document has been uploaded on the EBP of NSE on 23.02.2026

ELIGIBLE INVESTORS

The offer is made to only those eligible investors who are categorized as "Qualified Institutional Buyers" as per SEBI Debt Regulation. For details, please refer Summary Term Sheet. The current issue is not being underwritten. Neither the issuer nor any of its directors is willful defaulter. For further details, please refer to GID/KID.

ARRANGE R TO THE ISSUE	DEBENTURE TRUSTEE	REGISTRAR TO THE ISSUE	CREDIT RATING AGENCY	CREDIT RATING AGENCY
Page no. 18 to 19	 Beacon Trusteeship Limited 5W, 5th Floor, Metropolitan Building, E Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai 400 051 Contact Person : Mr. Ritobrata Mitra Email : compliance@beacontrustee.co.in Phone: 022- 4606 0278 Website: www.beacontrustee.co.in	 Alankit Assignments Ltd 205/ Alankit House, 4E/2, Jhandewalan Extension, New Delhi 110 055. Email: info@alankit.com Website: www.alankit.com Contact person: Mr. Jagdeep Kumar Singla Email : jksingla@alankit.com T: 011 – 42541234 Fax No. : +91-11-4254 1201	 ICRA Limited B-710, Statesman House, 148, Barakhamba Road, New Delhi-110001 Contact Person : Mr. L Shivakumar Telephone No. : +91.11.23357940-45 Tel No. 022-61693355 Email : shivakumar@icraindia.com Website: www.icra.in	 India Ratings & Research Pvt Ltd A Fitch Group Company Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai 40051 Maharashtra Tel: +91 22 4000 1700 Contact Person : Arunima Basu Email : infogrp@indiaratings.co.in Website: www.indiaratings.co.in

STATUTORY AUDITOR

M/s K Venkatachalam Aiyer & Co. No. 41/3647B, First floor, Blue Bird towers, Providence road, Ernakulam, Kochi – 682018 Contact Person : Mr. Gopal Krishnan Contact No. : 9388600261 Email ID : agopal@kvaier.com Peer Review No. : 019222	M/s Rodi Dabir & Co. 282, Kapish House, 2nd Floor, Opposite Punit Super Bazar, Khare Town, Dharampeth Nagpur - 440010 Contact Person: Mr. Dilip Rodi Contact No. : 9822220106 Email ID : cansca@rodidabir.com Peer Review No. : 022925	ABARNA & ANANTHAN Chartered Accountants No. 521 3rd Main, 6th Block 2nd Phase, BSK 3rd Stage, Bengaluru - 560085 Contact Person: Mr. Ananthan S Contact No. : 9845204003 Email ID : anand@abarna-ananthan.com Peer Review No. : 021698	S R GOYAL & CO Chartered Accountants SRG House, No. 2, M. I. Road, Opp- Ganpati Plaza, Jaipur - 302001 Contact Person: Mr. Ajay Kumar Atolia Contact No. : 9829169260 Email ID : ajay@srgoval.com Peer Review No. : 017750	M C BHANDARI & CO Chartered Accountants NO. 4, Synagogue Street, Suite 205, 2nd Floor Facing Brabourne- -Road, Kolkata - 700001 Contact Person: Mr. Megh Raj Jain Contact No. : 9830268455 Email ID : mail@mcb.net.in Peer Review No. : 022834
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ISSUE SCHEDULE

Bid Open/Bid Close on	Issue Open /Issue Close On	Deemed Date of Allotment	Pay In Date	Redemption Date	Coupon Rate	Coupon Payment Frequency	Redemption Amount
26.02.2026	26.02.2026	27.02.2026	27.02.2026	27.02.2036	7.24%	Annual	At the principle amount of INR 1.00 Crore per NCD

A copy of this document shall not be filed with the Registrar of Companies as the Bank is not incorporated under the Companies Act. The issue of bonds shall be subject to the applicable provisions of SEBI NCS Regulations, SEBI LODR Regulations and other SEBI Guidelines, the terms and conditions of this Key Information Document filed with the Designated Stock Exchange, the Application Form, the Debenture Trust Deed and other Transaction Documents in relation to such Issue. Capitalized terms used here have the meaning ascribed to them in this Key Information Document. The Bank reserves its sole and absolute right to modify (Pre-Pone/Postpone) the above issue schedule without giving any reasons or prior notice. The Bank also reserves its sole and absolute right to change the Deemed Date of Allotment/Pay in date of the above issue without giving any reasons or prior notice.

The Bank reserves the right to pre-pone the Issue earlier from the aforesaid date or post-pone the Issue at its sole and absolute discretion without giving any reasons or prior notice. The Bank also reserves its sole and absolute right to change the Deemed Date of Allotment/Pay in date of the above Issue without giving any reasons or prior notice. In the event of any change in the above issue programme, the Issuer will intimate the investors about the revised Issue programme.

Restricted

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IMPORTANT NOTICES:

Agreements and acknowledgments of investors, including holders and beneficial owners

In respect of these Bonds issued under this Key information document read with the General Information Document, by its acquisition of such Bonds, each holder and beneficial owner acknowledges and agrees inter alia that upon the occurrence of a PONV Trigger Event, all or some of the rights of holders of these Bonds and the receipts relating to them shall be subject to write-off (as defined in the terms and conditions of these Bonds) and the right to receive interest on any portion of face value written-off will cease and all interest amounts that were not due and payable prior to the write-off shall be cancelled.

Restrictions on Marketing and Sales to Investors

Any Bonds issued pursuant to this Key information document read with General Information Document are complex financial instruments and are not suitable or appropriate investment for all investors. Reserve Bank of India, Securities and Exchange Board of India and/or any other regulator / authority may prohibit or publish regulations or guidance on sales of these securities to certain/all categories of investors.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document read with the General Information Document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the Key Information Document read with the General Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated 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.

The Issuer accepts no responsibility for statements made otherwise than in the Key Information Document read with relevant General Information Document ("Issue Document") or in the advertisement or any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at their own risk.

General Information Document for 2025-26 already uploaded on SEBI Dated: 24th November 2025.

DISCLAIMERS

General Disclaimer

This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus and is prepared in accordance with **SEBI NCS Regulations (as defined below in I. Definitions and Abbreviations)** read with **SEBI Master Circular (as defined below in I. Definitions and Abbreviations)**, **SEBI LODR Regulations (as defined below in I. Definitions and Abbreviations)**. The bonds shall meet the terms and conditions to qualify for inclusion as Tier 2 Capital in terms of the **RBI Guidelines (as defined below in I. Definitions and Abbreviations)**, as amended or replaced from time to time.

This Key Information Document does not constitute an offer to public in general to subscribe for or otherwise acquire the Bonds to be issued by Canara Bank ("Issuer"/"Bank"). This Key Information Document is for the exclusive use of the addressee, and it should not be circulated or distributed to third party(ies). It is not and shall not be deemed to constitute an offer or an invitation to the public in general to subscribe to the Bonds issued by the Issuer. This bond issue is made strictly on private placement basis. Apart from Key Information Document, no offer document or prospectus has been prepared in connection with the offering of this bond issue.

The Bonds Issue will be under the electronic book mechanism as required under Chapter VI of SEBI Master Circular read with 'NSE EBP Operating Guidelines (as defined below in I. Definitions and Abbreviations).

The Key Information Document(s) and the contents hereof are restricted for only the identified investors who have been specifically addressed through a communication by the Issuer, and only such identified investors are eligible to apply for the Bonds. All identified investors are required to comply with the relevant regulations/ guidelines applicable to them, including but not limited to the EBP Guidelines for investing in this issue. The contents of Key Information Document(s) and any other information supplied in connection with Key Information Document(s) or the Bonds are intended to be used only by those identified investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.

This Key Information Document(s) is not intended to form the basis of evaluation for the prospective subscribers to whom it is addressed and who are willing and eligible to subscribe to the Bonds issued by Canara Bank. This Key Information Document(s) has been prepared to give general information regarding the Bonds, to parties proposing to invest in this issue of Bonds and it does not purport to contain all the information that any such party may require. Canara Bank believes that the information contained in this Key Information Document(s) is true and correct as on the date hereof.

Canara Bank does not undertake to update this Key Information Document(s) to reflect subsequent events and thus prospective subscribers must confirm about the accuracy and relevancy of any information contained herein with Canara Bank. However, Canara Bank reserves its right for providing the information at its absolute discretion. Canara Bank accepts no responsibility for statements made in any advertisement or any other material and anyone placing reliance on any other source of information would be doing so at his own risk and responsibility. Prospective subscribers must make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in Bonds. It is the responsibility of the prospective subscribers to have obtained all consents, approvals or authorizations required by them to make an offer to subscribe for and purchase the Bonds. It is the responsibility of the prospective subscribers to verify if they have the necessary power and competence to apply for the Bonds under the relevant laws and regulations in force. Prospective subscribers should conduct their own investigation, due diligence and analysis before applying for the Bonds. Nothing in this Key Information Document(s) should be construed as advice or recommendation by the Issuer or by the Arrangers, if any to the Issue, to subscribers to the Bonds. The prospective subscribers also acknowledge that the Arrangers, if any to the Issue, do not owe the subscribers any duty of care in respect of this private placement Offer to subscribe to the Bonds. Prospective subscribers should also consult their own advisors on the implications of application, allotment, sale, holding, ownership and redemption of these Bonds and matters incidental thereto.

This Key Information Document is not intended for distribution. It is meant for the consideration of the person to whom it is addressed and should not be reproduced by the recipient and the contents of this Key Information Document shall be kept utmost confidential. The securities mentioned herein are being issued on private placement Basis and this offer does not constitute a public offer/ invitation. Recipients are not entitled to use any of the information contained in this Key Information Document for any purpose other than in assisting to decide whether or not to participate in the Issue. This document and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from the Bank. This Key Information Document has not been approved and will or may not be reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India.

The Issuer reserves the right to withdraw the private placement of the Bond Issue prior to the Issue closing date(s) in the event of any unforeseen development adversely affecting the economic and regulatory environment occurs or any other force majeure condition including any change in applicable law occurs. In such an event, the Issuer will refund the application money, if any, along with interest payable on such application money, if any.

Disclaimer of the Reserve Bank of India

The Bonds have not been recommended or approved by the Reserve Bank of India (RBI) nor does RBI guarantee the accuracy or adequacy of this Key Information Document. It is to be distinctly understood that this Key Information Document should not, in any way, be deemed or construed that the bonds have been recommended for investment by the RBI. RBI does not take any responsibility either for the financial soundness of the Issuer, or the Bonds being issued by the Issuer or for the correctness of the statements made or opinions expressed in this Key Information Document. The potential investors may make investment decision in respect of the Bonds offered in terms of this Key Information Document solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/repayment of such investment.

Disclaimer in respect of Jurisdiction

This Issue is being made in India to the eligible investors, who shall be specifically approached by the Issuer. The distribution of the Issue Key Information Document or the application forms and the offer, sale, pledge or disposal of the Bonds may be restricted or prohibited by law in certain jurisdictions. Recipients are required to observe such restrictions and this Issue Key information document does not constitute an offer to sell or an invitation to subscribe to Bonds offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka. This Key Information Document does not constitute an offer to sell or an invitation to subscribe to the Bonds herein, in any other jurisdiction and to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. The sale or transfer of these Bonds outside India may require regulatory approvals in India, including without limitation, the approval of the RBI.

Disclaimer of the Issuer

This Key Information Document has been prepared by the Issuer solely to provide general information about the Issuer and setting out the key terms upon which the bonds are being issued, to eligible investors to whom it is addressed and who are willing and eligible to subscribe to the bonds. This Key Information Document does not purport to contain all the information that any eligible investor may require. Further, this Key Information Document has been prepared for information purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

This Key Information Document is not intended to form the basis of evaluation for the prospective subscribers to whom it is addressed and who are willing and eligible to subscribe to the Bonds issued by the Issuer. This Key Information Document has been prepared to give general information regarding the Bonds, to parties proposing to invest in this Issue of Bonds and it does not purport to contain all the information that any such party may require. The issuer believes that the information contained in this Key information document is true and correct as of the date hereof.

The Issuer does not undertake to update the Key Information Document to reflect subsequent events after the date of the Key Information Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. The Issuer accepts no responsibility for statements made in any advertisement or any other material and anyone placing reliance on any other source of information would be doing so at his own risk and responsibility. Prospective subscribers must make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in Bonds. It is the responsibility of the prospective subscriber to have obtained all consents, approvals or authorizations required by them to make an offer to subscribe for, and purchase the Bonds. It is the responsibility of the prospective subscriber to verify if they have necessary power and competence to apply for the Bonds under the relevant laws and regulations in force.

Neither the delivery of this Key Information Document nor any issue of Bonds made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Issuer reserves the right to withdraw the private placement of the Bond Issue prior to the Issue closing date(s) in the event of any unforeseen development adversely affecting the economic and regulatory environment or any other force majeure condition including any change in applicable law. In such an event, the Issuer will refund the application money, if any, along with interest payable on such application money, if any.

Disclaimer of Securities and Exchange Board of India

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT (KEY INFORMATION DOCUMENT) TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT, IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT. THE LEAD MANAGER(S), HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

Disclaimer of the Trustee

Investors should carefully read and note the contents of this Key Information Document along with General information document dated November 24, 2025. Each prospective investor should make its own independent assessment of the merit of the investment in the Bonds and the Issuer Bank. Prospective investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Bonds and should possess the appropriate resources to analyse such investment and suitability of such investment to such investor's particular circumstance. Prospective investors are required to make their own independent evaluation and judgement before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk in investing in such markets. The trustee is not a guarantor and will not be responsible for any non-payment of interest and redemption and/or any loss or claim. The trustee does not undertake to review the financial condition or affairs of the issuer during the life of the arrangements contemplated by this Key information document and does not have any responsibility to advise any investor or prospective investor in the bonds of any information available with or subsequently coming to the attention of the trustee, its agents or advisors except as specifically provided for in the Bond trust deed.

The trustee has not separately verified the information contained in Key information document. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the trustee associated with the Issue shall have no liability in relation to the information contained in this Key information document or any other information provided by the Issuer in connection with the Issue.

Disclaimer of the Stock Exchange

A copy of this Key information document has been submitted to the National Stock Exchange of India Ltd, (herein after referred to as ("NSE"/ "stock exchange") for seeking in-principle approval for listing of the bonds. It is to be distinctly understood that such submission of the Key information document with NSE or hosting the same on its website should not in any way be deemed or construed that the Key information document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key information document; nor does it warrant that this issuer's securities will be listed or continue to be listed on the exchange; nor does it take responsibility for the financial or other soundness of this issuer, its promoters, its management or any scheme or project of the Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the NSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

Disclaimer of the Arranger(s) to the Issue:

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This Key information document is confidential and is made available to potential investors in the Bonds on the understanding that it is confidential. Recipients are not entitled to use any of the information contained in this Key information document for any purpose other than in assisting to decide whether or not to participate in the Bonds. This document and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from the Arranger and the Bank. This Key information document has not been approved and will or may not be reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India. This document may not be all inclusive and may not contain all of the information that the recipient may consider material.

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1. Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein; and
2. Has not relied on the Arranger and/or its affiliates that may be associated with the Bonds in connection with its investigation of the accuracy of such information or its investment decision.

The Arranger: (a) is not acting as trustee or fiduciary for the investors or any other person; and (b) is under no obligation to conduct any "know your customer" or other procedures in relation to any person. The Arranger is not responsible for (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with this Key information document; or (b) the legality, validity, effectiveness, adequacy or enforceability of this Key information document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with this Key information document; or (c) any determination as to whether any information provided or to be provided to any investor is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

Issuer hereby declares that the Issuer has exercised due diligence to ensure complete compliance of applicable disclosure norms in this Key information document. The Arranger: (a) is not acting as trustee or fiduciary for the investors or any other person; and (b) is under no obligation to conduct any "know your customer" or other procedures in relation to any person. The Arranger is not responsible for (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with this Key information document; or (b) the legality, validity, effectiveness, adequacy or enforceability of this Key information document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with this Key information document; or (c) any determination as to whether any information provided or to be provided to any investor is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

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Please note that:

(a) The Arranger and/or their affiliates may, now and/or in the future, have other investment and commercial banking, trust and other relationships with the Issuer and with other persons ("Other Persons");

(b) As a result of those other relationships, the Arranger and/or their affiliates may get information about Other Persons, the Issuer and/or the Issue or that may be relevant to any of them. Despite this, the Arranger and/or their affiliates will not be required to disclose such information, or the fact that it is in possession of such information, to any recipient of this Key information document;

(c) The Arranger and/or their affiliates may, now and in the future, have fiduciary or other relationships under which it, or they, may exercise voting power over securities of various persons. Those securities may, from time to time, include securities of the Issuer; and

(d) The Arranger and/or their affiliates may exercise such voting powers, and otherwise perform its functions in connection with such fiduciary or other relationships, without regard to its relationship to the Issuer and/or the securities.

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ICRA Ratings Limited

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India Ratings Limited

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FORWARD LOOKING STATEMENTS

The Bank has included statements in this Key information document which contain words or phrases such as “will”, “would”, “aim”, “aimed”, “will likely result”, “is likely”, “are likely”, “believe”, “expect”, “expected to”, “will continue”, “will achieve”, “anticipate”, “estimate”, “estimating”, “intend”, “plan”, “contemplate”, “seek to”, “seeking to”, “trying to”, “target”, “propose to”, “future”, “objective”, “goal”, “project”, “should”, “can”, “could”, “may”, “will pursue”, “our judgment” and similar expressions or variations of such expressions, that are “forward-looking statements”. Actual results may differ materially from those suggested by the forward looking statements due to certain risks or uncertainties associated with the Bank’s expectations with respect to, but not limited to, the actual growth in demand for banking and other financial products and services, its ability to successfully implement its strategy, including its use of the Internet and other technology and its rural expansion, its ability to integrate future mergers or acquisitions into its operations, its ability to manage the increased complexity of the risks the Bank faces following its rapid international growth, future levels of impaired loans, its growth and expansion in domestic and overseas markets, the adequacy of its allowance for credit and investment losses, technological changes, investment income, its ability to market new products, cash flow projections, the outcome of any legal, tax or regulatory proceedings in India and in other jurisdictions the Bank is or will become a party to, the future impact or new accounting standards, its ability to implement its dividend policy, the impact of changes in banking regulations and other regulatory changes in India and other jurisdictions on the Bank, including on the assets and liabilities of Bank, a former financial institution not subject to Indian Banking regulations, its ability to roll over its short term funding sources and its exposure to credit, market and liquidity risks. By their nature certain of the market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or impact on net interest income and net income could materially differ from those that have been estimated.

In addition, other factors that could cause actual results to differ materially from those estimated by the forward looking statements contained in this Key information document include, but are not limited to, the monetary and interest rate policies of India and the other markets in which the Bank operates, natural calamities, general economic, financial or political conditions, instability or uncertainty in India, southeast Asia or any other country, caused by any factor including terrorist attacks in India or elsewhere, military armament or social unrest in any part of India, inflation, deflation, unanticipated turbulence in interest rates, changes or volatility in the value of the rupee, instability in the subprime credit market and liquidity levels in the foreign exchange rates, equity prices or other market rates or prices, the performance of the financial markets in general, changes in domestic and foreign laws, regulations and taxes, changes in the competitive and pricing environment in India, and general or regional changes in asset valuations.

ISSUE SCHEDULE:

Particulars	Date
Issue Open Date	26-02-2026
Issue Closing Date	26-02-2026
Pay In Date	27-02-2026
Deemed Date of Allotment	27-02-2026

I. DEFINITIONS AND ABBREVIATIONS

Allotment/Allot/ Allotted	The issue and allotment of the Bonds to the successful Applicants in the Issue.
Allottee	A successful Applicant to whom the Bonds are allotted pursuant to the Issue, either in full or in part.
ALM	Asset Liability Management
Applicant/ Investor	A person who makes an offer to subscribe the Bonds pursuant to the terms of this Key Information Document and the Application Form.
Application Form	The form in terms of which the Applicant shall make an offer to subscribe to the Bonds and which will be considered as the application for allotment of Bonds in the Issue.
ASBA	Application Supported by Blocked Amount
ANBC	Adjusted Net Bank Credit
Tier 2 Instrument	The Capital Instruments issued by the Bank forming part of its Tier 2 Capital (as stipulated in the RBI Guidelines).
AUM	Asset Under Management
Bondholder(s)	Any person or entity holding the Bonds and whose name appears in the list of Beneficial Owners provided by the Depositories.
Beneficial Owner(s)	Bondholder(s) holding Bond(s) in dematerialized form (Beneficial Owner of the Bond(s) as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996).
Board/ Board of Directors	The Board of Directors of Canara Bank or a committee constituted thereof, unless otherwise specified.
Bond(s)	As detailed in the Key Information Document
BPS	Basis points
CAR	Capital Adequacy Ratio.
CBSL	Canara Bank Securities Limited
CDSL	Central Depository Services (India) Limited.
CEO	Chief Executive Officer
CFL	Canbank Factors Limited.
CFO	Chief Financial Officer
CFHL	Can Fin Homes Limited.
CIN	Corporate Identity Number
CP	Commercial Paper
CRAMC	Canara Robeco Asset Management Company Limited.
CRAR	Capital to Risk weighted Assets Ratio.
CSR	Corporate Social Responsibility.
CVCFL	Canbank Venture Capital Fund Limited.
Companies Act	The Companies Act, 1956 as amended (without reference to the sections thereof that have ceased to have effect upon notification of sections of the Companies Act, 2013) read with applicable provisions of the Companies Act, 2013, to the extent notified and in effect.
Debenture Trustee Regulations	Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time.

Deemed Date of Allotment	The cut-off date declared by the Bank from which all benefits under the Bonds including interest on the Bonds shall be available to the Bondholder(s). The actual allotment of Bonds (i.e. approval from the Board of Directors or a Committee thereof) may take place on a date other than the Deemed Date of Allotment.
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996, as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant	A depository participant as defined under Depositories Act.
DIN	Director Identification Number
General Information Document	General Information Document dated 24.11.2025 submitted to the NSE.
DP	Depository Participant as defined under the Depositories Act.
DRR	Bond/ Debenture Redemption Reserve.
EBP	Electronic Book Provider
ECGC	Export Credit & Guarantee Corporation of India.
ECS	Electronic Clearing Service
EGM	Extraordinary General Meeting
FIIs	Financial Institutions.
Financial Year/ FY	Period of twelve months ending March 31, of that particular year.
FPI	Foreign Portfolio Investor
GDP	Gross Domestic Product
GIR	General Index Registration Number
GOI	Government of India/ Central Government.
IBA	Indian Bank Association
IPO	Initial Public Offering.
ISIN	International Securities Identification Number
Issue	Issue of unsecured, subordinated, non-convertible, fully paid up, taxable, Basel III compliant Tier 2 Capital-Series I of the Bank, in the nature of debentures of face value Rs.1,00,00,000 (Rupees One Crore only) each at par aggregating up to Rs.5000,00,00,000 (Rupees Five Thousand Crores only) with a base issue size of Rs.2000,00,00,000 (Rupees Two Thousand Crores only) and a green shoe option to retain oversubscription up to Rs.3000,00,00,000 (Rupees Three Thousand Crores only) by the Bank through private placement route under the terms of this Key Information Document.
Issuer/ Bank	Canara Bank, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 and having its Head Office at 112, J. C. Road, Bengaluru – 560 002.
IT Act	The Income Tax Act, 1961, as amended from time to time.
Key Information Document	This key information document dated 17/02/2026 in relation to the private placement of Unsecured, Subordinated, Non-Convertible, Fully Paid up, Taxable, Basel III compliant Tier 2 Capital-Series I of the Bank, in the nature of debentures of face value Rs.1,00,00,000 (Rupees One Crore only) each at par aggregating up to Rs.5000,00,00,000 (Rupees Five Thousand Crores only) with a base issue size of Rs.2000,00,00,000 (Rupees Two Thousand Crores only) and a green shoe option to retain oversubscription up to Rs.3000,00,00,000 (Rupees Three Thousand Crores only) by the Issuer through private placement route
JV	Joint Venture
KYC	Know Your Client

LEI	Legal Entity Identifier
Listing Agreement	Listing Agreement entered into/to be entered into by the Issuer with the NSE, in relation to the listing of the Bonds, as per the format issued by Securities and Exchange Board of India in its circular dated October 13, 2015 (bearing reference CIR/CFD/CMD/6/2015) read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations (Listing Regulations), as amended from time to time.
MD & CEO	Managing Director and Chief Executive Officer of the Issuer.
MF	Mutual Fund
MSME	Micro Small and Medium Enterprises
NBFC	Non-Banking Finance Company
NCD	Non-Convertible Debentures
NCLT	National Company Law Tribunal
NCRPS	Non-Convertible Redeemable Preference Shares
NCS	Non-convertible Securities
NECS	National Electronic Clearing Service.
NEFT	National Electronic Funds Transfer.
NPA	Non-performing asset.
NPCI	National Payments Corporation of India
NRI	Non-Resident Indian.
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited, being the stock exchange on which the Bonds are proposed to be listed.
NSE EBP Operating Guidelines	Operational Guidelines for NSE Electronic Bidding Platform issued by NSE vide their Notice No. Circular No: 05/2025 dated 14 August, 2025 and any amendments thereto.
Operational Guidelines	SEBI Master Circular and the NSE EBP Operating Guidelines read together.
PAN	Permanent Account Number.
PCPS	Perpetual Cumulative Preference Shares
PDI	Perpetual Debt Instrument
PM	Placement Memorandum
PONV	Point of Non-Viability.
PONV Trigger	<p>The Bonds are issued subject to RBI Guidelines on PONV as amended from time to time (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent), and at the option of the RBI, can be permanently written-off upon the occurrence of the trigger event, called “Point of Non-Viability Trigger” (“PONV Trigger”).</p> <p>If a PONV Trigger (as described below) occurs, the Issuer shall:</p> <ul style="list-style-type: none"> (a) Notify the Trustee, (b) Cancel any Coupon which is accrued and unpaid on the bonds as on the write off date; and (c) 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 subject as is otherwise required by the RBI at the relevant time. The issuer will affect a write off within 30 days of the PONV write off amount being determined and agreed with the RBI.

	<p>The PONV Trigger event shall be the earlier of:</p> <ol style="list-style-type: none"> A decision that a conversion (Conversion means full conversion to common shares) or write-off (Write off means fully and permanently write-off), without which the Bank would become nonviable, is necessary, as determined by the Reserve Bank of India; and The decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the relevant authority. <p>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. As such, the contractual terms and conditions of an instrument shall not provide for any residual claims on 64 the issuer which are senior to ordinary shares of the bank (or banking group entity where applicable), following a trigger event and when conversion or write-off is undertaken.</p> <p>For this purpose, the Bank will be considered non-viable if: The Bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the Reserve Bank of India unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern. The difficulties faced by the Bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 Capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures would include write-off / 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>In rare situations, a bank may also become non-viable due to non-financial problems, such as conduct of affairs of the bank in a manner which is detrimental to the interest of depositors, serious corporate governance issues, etc. In such situation's raising capital is not considered a part of the solution and therefore, may not attract provisions of this framework.</p> <p>The Bank facing financial difficulties and approaching a PONV will be deemed to achieve viability if within a reasonable time in the opinion of RBI, it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including augmentation of equity capital through write-off/conversion/public sector injection of funds are likely to:</p> <ol style="list-style-type: none"> Restore confidence of the depositors/ investors; Improve rating/ creditworthiness of the bank and thereby improving its borrowing capacity and liquidity and reduce cost of funds; and Augment the resource base to fund balance sheet growth in the case of fresh injection of funds. <p>The amount to be converted/written-off will be determined by RBI. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level may trigger write-off.</p>
QIB	Qualified Institutional Buyer
Record Date	Reference date for payment of interest/ repayment of principal.
Rs./INR/ ₹	Indian National Rupee
RBI	Reserve Bank of India
RBI Guidelines	The term Basel III Regulations or RBI Guidelines in the Key Information Document, the Term Sheet and the notes to the Term Sheet refers to the Reserve Bank of India (Commercial Banks- Prudential Norms on Capital Adequacy) Directions, 2025RBI/DOR/2025-26/151DOR.CAP.REC.70/21-01-002/2025-26 dated November 28, 2025, as amended from time to time
RCPS	Redeemable Cumulative Preference Shares
RNCPS	Redeemable Non-Cumulative Preference Shares

RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
Registrar	Registrar to the Issue, in this case being Alankit Assignments Limited
SCORES	SEBI Complaints Redress System
SCSB	Self-Certified Syndicate Bank
SEBI	The Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.
SEBI NCS Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide notification no. SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021 as amended from time to time.
SEBI LODR Regulations / SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
SEBI Master Circular	SEBI's Master Circular no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated October 15, 2025, as updated from time to time.
TDS	Tax Deducted at Source
Trustee/ Bond Trustee/ Debenture Trustee	Trustee for the Bondholders in this case being Beacon Trusteeship Limited
USD/ US\$/ \$	United States Dollar
WDM	Wholesale Debt Market
y-o-y	Year over year

A.Issuer Information:

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Name and Address of the Issuer





Name of the Issuer	Canara Bank
Head Office	No. 112, J C Road, Bengaluru – 560002 Tel No.: 080 2210 0250, Fax No.: 080 2224 8831 Website: www.canarabank.com Integrated Treasury Wing, Canara Bank Building, 6th Floor, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. Tel No.: 022 2672 5038, Fax No.: 022 2672 5250 E-mail: tidmum@canarabank.com
Compliance Officer for the Issue	Shri Santosh Kumar Barik Company Secretary, Secretarial Department, Head Office, 112, J.C. Road, Bengaluru - 560 002 Phone: 080- 2210 0250 Fax 080- 2224 8831 E-mail: hosecretarial@canarabank.com
Chief Financial Officer of the Issuer	Shri Amit Mittal Chief General Manager & Chief Financial Officer Canara Bank Head Office, Bengaluru – 560 002 Tel: 080 - 22130274 E Mail: fmwing@canarabank.com

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Trustees to the Bondholders	 BEACON TRUSTEESHIP Beacon Trusteeship Limited 5W, 5th Floor, Metropolitan Building, E Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai 400 051 Contact Person: Mr. Ritobrata Mitra Phone: 022- 4606 0278 Website: www.beacontrustee.co.in
Registrar to the Issue	 Alankit Health & Wealth, We Manage Both Alankit Assignments Ltd 205/ Alankit House, 4E/2, Jhandewalan Extension New Delhi 110 055. Email: info@alankit.com Website: www.alankit.com Contact person: Mr. Jagdeep Kumar Singla T: 011 – 42541234 Fax No. : +91-11-4254 1201
Credit Rating Agencies	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">  ICRA Mr. L. Shivakumar ICRA Ratings Limited B-710, Statesman House, 148, Barakhamba Road, New Delhi- 110001 Telephone No: +9111-23357940-45 Email : shivakumar@icraindia.com Tel No. 022-61693355 Website: www.icra.in </div> <div style="width: 48%;">  India Ratings & Research A Fitch Group Company India Ratings & Research Pvt Ltd A Fitch Group Company Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai 40051 Contact Person: Anurima Basu Email : infogrp@indiaratings.co.in Tel: +91 22 4000 1700 Website: www.indiaratings.co.in </div> </div>
Legal Counsel for the present issue of Tier 2 Bonds	 cyril amarchand mangaldas ahead of the curve Mr. Gaurav Gupte Cyril Amarchand Mangaldas 5 th Floor, Peninsula Chambers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013 E mail: gaurav.gupte@cyrilshroff.com Contact No. 022 2496 4455 Website: www.cyrilshroff.com
Auditor for the Issue	 Abarna & Ananthan CHARTERED ACCOUNTANTS Abarna & Ananthan, Chartered Accountants, 521, 3 rd Main Road, 2 nd Phase 6 th Block, Banashankari 3 rd Stage, Banashankari, Bengaluru, Karnataka- 560085 Contact Person :Mohan Rao (Partner) Email:mohanrao@aaca1987.co.in Contact No.: 9850617453 Website : www.abarna-ananthan.com

Name and Addresses of the Arrangers:

Sr No.	Arrangers to the Issue	
1.	Name of the Arranger	Nuvama Wealth Management Limited
	Logo	
	Address	Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra, 400051
	Website URL	www.nuvamawealth.com
	Email Id	prakash.sharma@nuvama.com
	Telephone Number	91 9820827116
	Contact Person	Mr. Prakash Sharma
2.	Name of the Arranger	ICICI Bank Limited
	Logo	
	Address	ICICI Bank Limited, ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400 051
	Website URL	www.icici.bank.in
	Email Id	gmgfixedincome@icici.bank.in
	Telephone Number	022 4008 8980
	Contact Person	Mr Sanket Jain
3.	Name of the Arranger	PNB Gilts Limited
	Logo	
	Address	2nd Floor, PNB Pragati BKC, G Block, Bandra East, Mumbai 400 054
	Website URL	www.pnbgilts.com
	Email Id	mumbai.sales@pnbgilts.com
	Telephone Number	022-65175013
	Contact Person	Mr. Hitesh Kalyani Deshpande
4.	Name of the Arranger	HDFC Bank Limited
	Logo	
	Address	HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013 Corporate Address: HDFC Bank, Sandoz House, Shiv Sagar, Dr. Annie Besant Road, Worli, Mumbai - 400 018
	Website URL	www.hdfcbank.com
	Email Id	gaurav.shah2@hdfcbank.com; niranjan.kawatkar@hdfcbank.com; trots.investments@hdfcbank.com
	Telephone Number	022 66521006 / 022 66521455
	Contact Person	Mr Gaurav Shah

5.	Name of the Arranger	Trust Investment Advisors Private Limited
	Logo	
	Address	109/110, 1st Floor, Balarama, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.
	Website URL	www.trustgroup.in
	Email Id	mbd.trust@trustgroup.in, trust.origination@trustgroup.in
	Telephone Number	022 4084 500
	Contact Person	Mr. Sanjeev Jain

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Risk Factors

General Risks

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 issue document (General Information Document read with relevant 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.

Investors should carefully consider the risks described below, together with the risks described in the other sections of this Key Information Document before making any investment decision relating to the Bonds. In making an investment decision, each investor must rely on its own examination of the Bank and the terms of the Bonds. The risks described below are not the only ones that may affect the Bonds. Additional risks not currently known to the Bank or that the Bank currently deems immaterial may also impair the Bank's business operations. The occurrence of any of the following events could have a material adverse effect on the Bank's business including the quality of its assets, its liquidity, its financial performance, its ability to implement its strategy and its ability to repay the interest or principal on the Bond in a timely fashion or at all.

Before making an investment decision, prospective investors should carefully consider all of the information contained in this Key Information Document, including the financial statements included in this Key Information Document.

Restricted

The risk factors set out in Section 'Risk Factors' of the relevant General Information Document shall be deemed to be incorporated in this Key Information Document and shall apply mutatis mutandis as if it were set out in full herein.

Risks Relating to the Bank's Business

Please refer to the General Information Document.

Risk Relating to the Bonds

Risk factors pertaining to the Issue:

The Bonds are essentially non-equity regulatory instruments, forming part of a Bank's capital, governed by Reserve Bank of India (RBI) guidelines and issued under the issuance and listing framework given under the SEBI NCS Regulations. These instruments have certain unique features which, inter-alia, grant the Issuer (in consultation with RBI) a discretion in terms of writing down the principal / interest, to skip Coupon payments, to make an early recall etc. without commensurate right for investors to legal recourse, even if such actions of the issuer might result in potential loss to investors.

The Bonds are subject to loss absorption features as more particularly described in Summary Term Sheet herein and required of Tier 2 instruments at PONV as provided for in Part E of Chapter III of the RBI Guidelines.

Any default in compliance with the material covenants under the outstanding debt instruments or deposits or borrowings (such as default in payment of interest, default in redemption or repayment, default in payment of penal interest) may have a negative impact on the repayment capability of the Bank and / or performance of the Bank's material obligations under the Transaction Documents (as used in the Summary Term Sheet)

All Bonds being offered under this Key Information Document are unsecured, subordinated and the RBI prescribes certain restrictions in relation to the terms of these Bonds.

All Bonds being issued under this Key Information Document are unsecured in nature. The claims of the Bondholders shall (i) be superior to the claims of investors in equity shares and perpetual non-cumulative preference shares issued by the Bank; (ii) be subordinated to the claims of all depositors, general creditors and subordinated debt of the Bank other than any subordinated debt qualifying as Tier 2 Capital; (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; (iv) 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 this Key Information 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; (v) rank pari passu without preference amongst themselves and other Tier 2 Bonds issued for inclusion in Tier 2 Capital. The Bonds are not redeemable at the option of the Bondholders or without the prior consent of RBI.

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 RBI Guidelines including in compliance with the requirements of Part D of Chapter III 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 Part E of Chapter III of the RBI Guidelines as amended from time to time.

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 any exercise of Write-down on PONV Trigger Event, Loss Absorption and Other Events shall not be deemed to be an event of default.

Restricted

For further details, please refer to Summary Term Sheet in this Key Information Document.

The Bonds may be subject to write off on the occurrence of a PONV Trigger Event

The RBI Guidelines prescribed by RBI include a requirement that the Bonds may be written-off, in whole or in part, upon the occurrence of a Point of Non-Viability ('PONV') Trigger Event.

The RBI Guidelines include a requirement for these Bonds to be conversion/written off upon the occurrence of a PONV Trigger Event (the "PONV rule"). The PONV rule may be met contractually (by the inclusion of appropriate provisions in the terms and conditions of the instrument) or by the existence of laws in a jurisdiction that give relevant authorities appropriate powers. The PONV rule has been implemented as a requirement for appropriate provisions to be included in the terms and conditions of the instrument. A "PONV Trigger Event" under the RBI Guidelines means, in respect of the Bank, the earlier of: (a) a decision that a write-down, without which the Bank would become non-viable, is necessary, as determined by the RBI; and (b) the decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the RBI.

The Bonds may be converted/permanently written-down on the occurrence of such PONV Trigger Event (see Section titled 'Summary Term Sheet' under Key Information Document). In the event of conversion/write-down, investors may lose the entire amount of their investment in the Bonds. In the event that a PONV Trigger Event occurs, all or some of the rights of holders of the Bonds and the receipts and Coupon relating to them shall be subject to such write-down. This may not result in the same outcome for Bondholder(s) as would have occurred upon the occurrence of any winding-up proceedings of the Bank.

The Bonds can be written off in case the Bank hits the PONV Trigger. The Bonds which have been written off (full and permanent write-off) shall not be written up.

Furthermore, upon the occurrence of conversion/write-down of these Bonds, the right to receive interest on any portion of a nominal amount written-down or converted will cease and all interest amounts that were not due and payable prior to the write-down shall be cancelled. Consequently, Bondholder(s) will not be entitled to receive any interest that has accrued on such portion of a nominal amount of these Bonds written down. In the case of a conversion/write-down in respect of a PONV Trigger Event only, any such writedown or converted will be permanent and the Bondholder(s) will, upon the occurrence of such write-down, not receive any shares or other participation rights of the Bank or be entitled to any other participation in the upside potential of any equity or debt securities issued by the Bank, or be entitled to any subsequent write-up or any other compensation in the event of a recovery of the Bank.

It will be difficult to predict when, if at all, a principal write-down of these Bonds will occur. The RBI has provided limited guidance as to how it would determine non-viability. Under the RBI Guidelines, non-viability could result from the Bank's financial and other difficulties likely to result in financial losses and affect its ability to continue as a going concern. Non-viability may be declared if the resultant augmentation of equity is likely to restore depositors' and investors' confidence or improve the rating and creditworthiness of the Bank. However, it is possible that the RBI's position on these matters may change over time. Non-viability may be significantly impacted by a number of factors, including factors which affect the business, operation and financial condition of the Bank. For instance, systemic and non-systemic macroeconomic, environmental and operational factors, domestically or globally, may affect the viability of the Bank. Accordingly, trading behaviour in respect of these Bonds may not follow the trading behaviour associated with other types of securities. Potential investors in the Bonds should consider the risk that a holder may lose all of its investment, including the principal amount plus any accrued interest, if such regulatory loss absorption measures are acted upon.

Furthermore, there can be no assurance that RBI will not propose further amendments to the RBI Guidelines or that the relevant authorities will not impose requirements on banks that are more onerous than those contained in the RBI Guidelines. There can be no assurance that SEBI will not impose further restriction on these Bonds. Further changes in law and guidelines after the date hereof may affect the rights of holders of the Bonds as well as the market value of the Bonds.

In addition to these Bonds, the Bank has issued bonds in the nature of Additional Tier 1 instruments which has additional feature of write-down upon the occurrence of a CET1 Trigger Event. If the Common Equity Tier 1 of the Bank falls below 6.125% of RWA, accrued interest on these bonds will be cancelled and the outstanding nominal amount of the Bonds may be reduced (see Term Sheet). Holders may lose all or some of their investment as a result of a write down.

A write-off of the Bonds may have the following effects:

- a) Reduce the claim of the Bond (Up to nil) in liquidation;
- b) Reduce the amount to be re-paid on the Bond when call is exercised (Up to nil);
- c) Partially or fully reduce Coupon payments on the Bond.

The conversion/write-down 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 Bank shall have full discretion to determine the amount of AT1 Instruments to be written down or converted. Conversion/r Write-down can be undertaken on multiple occasions subject to the provisions of the RBI Guidelines. There can be no assurance that the Issuer will, or will be able to, exercise its discretion to reinstate any principal amount of bonds which has been written-down.

The market price of the Bonds is expected to be affected by fluctuations in the Bank's and/or the Bank's Common Equity Tier 1 Capital Ratio. Any indication that the Bank's /Bank's Common Equity Tier 1 Capital Ratio is trending towards 6.125% or the Bank may exercise any of the rights under Additional Tier 1 instruments i.e. cancellation of coupon or write-down, as the case may be, may have an adverse effect on the market price of these Bonds. The level of the Bank's Common Equity Tier 1 Capital Ratio may significantly affect the trading price of the Bonds.

Bondholders may lose all or some of their investment as a result of a Write-Down. During the period of any Write-Down, interest will accrue on the outstanding face value of the Bonds, which shall be lower than their issued face value.

Upon the occurrence of a PONV Trigger Event, clearance and settlement of the Non-Convertible Securities may be suspended and there may be a delay in updating the records of the relevant clearing system to reflect the amount written-down.

Following the PONV Trigger Event, all clearance and settlement of the Bonds may be suspended. As a result, Bondholder(s) may not be able to settle the transfer of any of these Bonds during the suspension period and any sale or other transfer of these Bonds that a Bondholder may have initiated prior to the commencement of the suspension period that is scheduled to settle during the suspension period may be rejected by the relevant clearing system and may not be settled within the relevant clearing systems. The update process of the relevant clearing system may only be completed after the date on which the write-down is scheduled. Notwithstanding such delay, holders of the Bonds may lose the entire value of their investment in the Bonds on the date on which the write-down occurs. No assurance can be given as to the period of time required by the relevant clearing system to complete the update of their records or the availability of procedures in the relevant clearing systems to effect any write-off.

Investors will have limited rights under Bonds

Bondholder(s) will not be entitled to receive notice of, or attend or vote at, any meeting of shareholders of the Bank or participate in the management of the Bank. In the event of a default in payment on Bonds, investors will have no right to accelerate payments on the Bonds except as mentioned in the Section titled 'Summary Term Sheet' under Key Information Document.

These Bonds have no right to call for redemption of the Bonds except on maturity.

These Bonds are redeemable after a fixed maturity unless the Bank elects to redeem these Bonds to the extent allowed under the applicable RBI Guidelines and in accordance with the Term Sheet of this Key Information Document. In addition, holders of these Bonds have no right to call for the redemption of these Bonds. Although the Bank may redeem the Bonds at its option on the Call Option Date or at any time following the occurrence of certain tax and regulatory events, there are limitations on redemption of these Bonds, including obtaining the prior written approval of the RBI and satisfaction of any conditions that the RBI and other relevant authorities may impose at the time of such approval.

There is no assurance that the holders of these Bonds will be able to reinvest the amount received upon redemption at a rate that will provide the same rate of return as their investment in these Bonds. Potential investors should consider re-investment risk in light of other investments available at that time.

The Bank has issued Additional Tier 1 instruments where coupon on the Bonds are not cumulative. Coupons may be cancelled at the Bank's discretion and must not be paid in certain circumstances in respect of such bonds.

Coupon on Additional Tier 1 instruments are discretionary and non-cumulative. The Bank may elect at its full discretion not to pay and, in the circumstances outlined below, may not pay, all or some of the interest falling due on such bonds on any Coupon Payment Date. Any coupon not so paid on any such Coupon Payment Date shall be cancelled and shall no longer be due and payable by the Bank.

The Bank may only pay coupon on the Additional Tier 1 Bonds to the extent that such payment of coupon is permitted to be paid under the RBI Guidelines. Where the current year's profits are not sufficient and such payment needs to be made out of revenue reserves, such payments are subject to the Bank meeting its minimum regulatory capital requirements at all times including the requirements of capital buffer frameworks (i.e. capital conservation buffer, countercyclical capital buffer and Domestic Systemically Important buffers) as set out in the RBI Guidelines. A failure to meet these requirements will result in a mandatory cancellation of coupon payments.

In addition, if the Bank's total Common Equity Tier 1 capital does not exceed the amount required to fulfil its capital buffer requirement (including the capital conservation buffer and any countercyclical capital buffer), the Bank will be required to conserve a percentage of its earnings (including through cancellation of coupon payments on these Bonds).

Any actual or anticipated cancellation of coupon on Additional Tier 1 bonds will likely have an adverse effect on the market price of these Bonds.

Decisions may be made on behalf of all Bondholders that may be adverse to the interests of individual Bondholders

The terms and conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders, including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

There is no assurance that the Bonds to be issued under this Key Information Document will not be downgraded

The Rating agencies have rated the Bonds to be issued under this Key information document. In the event of deterioration of the financial health of the Issuer or due to other reasons, the rating of the Bonds to be issued under this Key information document may be downgraded. In such a scenario, Bond holders may incur losses on their investment.

There is no assurance that the Bonds issued pursuant to this Issue will be listed on Stock Exchanges in a timely manner, or at all.

In accordance with Indian law and practice, permissions for listing and trading of the Bonds issued pursuant to this Issue will not be granted until after the Bonds have been issued and allotted. Approval for listing and trading will require all relevant documents to be submitted and carrying out of necessary procedures with the stock exchanges. There could be a failure or delay in listing the Bonds on the Stock Exchanges for reasons unforeseen. Though there have been no instances of refusal of listing of any security of the issuer in the last three financial years and current financial year, there can be no assurance that there would not be a failure or refusal or delay in listing the Bonds on the Stock Exchanges.

There may be no active market for the Bonds on the platform of the Stock Exchanges. As a result, the liquidity and market prices of the Bonds may fail to develop and may accordingly be adversely affected.

Any issue of Bonds carried out hereunder will be a new Issue of Bonds and the Bonds have no established trading market. There is no assurance that a trading market for the Bonds will exist and no assurance as to the liquidity of any trading market. Although an application will be made to list the Bonds on the NSE and/or BSE, there can be no assurance that an active market for the Bonds will develop, and if such a market were to develop, there is no obligation on us to maintain such a market. The liquidity and market prices of the Bonds can be expected to vary with changes in market and economic conditions, Bank's financial condition and prospects and other factors that generally influence market price of such instruments. Such fluctuations may significantly affect the liquidity and market price of the Bonds, which may trade at a discount to the price at which you purchase the Bonds.

The Bonds are not guaranteed by the Government of India

The Bonds are not the obligations of, or guaranteed by, the Government. Although the Government own majority of the Bank's issued share capital as of the date of this Key Information Document, the Government is not providing a guarantee in respect of the Bonds. In addition, the Government is under no obligation to maintain the solvency of the Bank. Therefore, investors should not rely on the Government ensuring that the Bank fulfils its obligations under the Bonds.

We are not required to and will not create or maintain a Debenture Redemption Reserve (DRR) for the Bonds issued under this Key Information Document.

As per the Ministry of Companies Affairs GOI Notification dt.31.03.2014 and Companies (Share Capital and Debentures) Rules 2014 no debenture redemption reserve is required for debentures issued by Banking Companies for both public as well as privately placed debentures.

This Key Information Document includes unaudited financial information, which has been subjected to limited review, in relation to the Bank. Reliance on such information should, accordingly, be limited.

This Key Information includes the Unaudited/ Limited Review Financial Results, for the financial quarter ended on December 31, 2025. Any financial results published in the future may not be consistent with past performance. Accordingly, prospective investors should rely on their independent examination of our financial position and results of operations, and should not place undue reliance on, or base their investment decision solely on the financial information included in this Key Information Document.

Key Operational and Financial Parameters in columnar format for the last three audited years is mentioned here below

For key operational and financial information parameters up to 30.09.2025 and for the last three audited years please refer to the General Information Document.

a. Standalone

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

Parameters	(Rs in crores)
	As on 31.12.25 (Reviewed)
Net Worth	1,01,472.54
Total Debt: of which	-
Non-Current Maturities of Long Term Borrowings	-
Short Term Borrowing	-
Current Maturities of Long Term Borrowings	-
Net Fixed Assets	10,341.84
Non-Current Assets	-
Cash and Cash Equivalents	2,02,424.25
Current Investments	-
Current Assets	-
Current Liabilities	-
Assets Under Management	NA
Off Balance Sheet Assets	NA

Parameters	As on 31.12.25
	(Reviewed)
Interest Income	31,982
Interest Expense	22,729
Provisioning & Write-offs	3,964
PAT	5,155
Gross NPA (%)	2.08
Net NPA (%)	0.45
Tier 1 Capital Adequacy Ratio (%)	14.60
Tier 2 Capital Adequacy Ratio (%)	1.90

b. Consolidated

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

(Rs in crores)

Parameters	As on 31.12.25
	(Reviewed)
Net Worth	1,05,561.92
Total Debt: of which	-
Non-Current Maturities of Long Term Borrowings	-
Short Term Borrowing	-
Current Maturities of Long Term Borrowings	-
Net Fixed Assets	10,368.22
Non Current Assets	-
Cash and Cash Equivalents	2,02,514.38
Current Investments	-
Current Assets	-
Current Liabilities	-
Assets Under Management	NA
Off Balance Sheet Assets	NA
Interest Income	30,937.71
Interest Expense	22,708.79
Provisioning & Write-offs	3,927.61

Parameters	As on 31.12.25
	(Reviewed)
PAT	5,253.67
Gross NPA (%)	2.08
Net NPA (%)	0.45
Tier 1 Capital Adequacy Ratio (%)	14.63
Tier 2 Capital Adequacy Ratio (%)	1.90

c. **Gross Debt Equity Ratio of the Issuer**

(Rs in crores)

Particulars	Pre-Issue (As on DEC 31, 2025)	Post Issue of Bonds of Rs. 5000 Crore
Total long-term debt *	53,119.25	58,119.25
Total long-term debt	53,119.25	58,119.25
Shareholders' funds **	1,01,472.54	1,01,472.54
Share capital	1,814.13	1,814.13
Reserve & surplus (excluding fct revaluation reserve)	1,04,945.34	1,04,945.34
Net Worth**	1,01,472.54	1,01,472.54
Gross Debt/ Equity Ratio	0.52	0.57

* Excludes Refinance (Domestic) and Borrowings from Banks (overseas)

** Includes Share Capital plus Reserve (Excluding Revaluation Reserve & FCT Reserve) Minus Intangible Assets i.e. Deferred Tax Assets. **Restricted**

d. Details of any other contingent liabilities of the Issuer based on the last audited financial statements including amount and nature of liability

The details of contingent liabilities of the Issuer on a standalone basis as on 31.12.2025 is as follows:

Sr. No.	Particulars	(Rs in crore)
1	Claims against the bank not acknowledged as debts.	20,896.98
2	Liability for partly paid investments.	0.44
3	Guarantees given on behalf of constituents –	-
	a) in India	66,403.51
	b) Outside India	179.26
4	Liability on account of outstanding forward exchange contracts & currency options	4,38,001.90
5	Acceptances, endorsements and other obligations.	19,772.57
6	Other items for which the bank is contingently liable/capital commitments.	10,290.00
	TOTAL	5,55,544.66

The details of contingent liabilities of the issuer on a consolidated basis as on 31.12.2025 is as follows:

Sr. No.	Nature of Liability	(Rs in crore)
1	Claims against the bank not acknowledged as debts	20,896.98
2	Liability for partly paid investments/ Venture Funds	0.44
3	Liability on account of outstanding forward exchange contracts	4,38,001.90
4	Guarantees given on behalf of constituents	-
	(a) In India	66,403.51
	(b) Outside India	179.26
5	Acceptances, endorsements and other obligations	19,772.57
6	Other items for which the bank is contingently liable Bill of Exchange Rediscounted	10,290.00
	TOTAL	5,55,544.66

Project Cost and Means of Financing, in case of funding of new projects

The funds being raised by the Bank through present issue of Bonds are not meant for financing any particular project. The Bank shall utilize the proceeds of the Issue for its regular business activities and other associated business objectives such as discharging existing debt obligations which were generally undertaken for business operations. The Bank has to shore up its Capital base to match the growth in Assets and maintain level of CAR higher than the minimum level prescribed by RBI.

Subsidiaries/Associates/Joint Ventures of the Bank as on 31.12.2025 is as follows:

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

SL No	NAME OF THE COMPANY	CIN NUMBER	LEI NUMBER	Nature of Relationship
1	Canara HSBC Life Insurance Company Ltd	L66010DL2007PLC248825	213800FTUDKX8V8DYP74	Associate
2	Canara Robeco Asset Management Co Ltd	L65990MH1993PLC071003	335800MMCMT4ZYJMM121	Associate

I. DETAILS PERTAINING TO THE ISSUER

i. Overview and brief summary of the business activities of the Issuer

Please refer to the General Information Document

ii. Corporate Structure:

Please refer to the General Information Document

iii. Brief summary of the business activities of the subsidiaries of the Issuer:

Please refer to the General Information Document

iv. Details of the branches or units where Issuer carries on its business activities, if any:

Please refer to the General Information Document

II. BRIEF HISTORY SINCE INCORPORATION WITH DETAILS OF ACTIVITIES INCLUDING REORGANISATION, RECONSTRUCTION OR AMALGAMATION, CHANGES IN CAPITAL STRUCTURE, (AUTHORIZED, ISSUED AND SUBSCRIBED) AND BORROWINGS, IF ANY.

Please refer to the General Information Document

Capital Structure of the Bank

i. Details of Share Capital as at the last quarter end on December 31, 2025

(Rs in crores)

Particulars		Amount
1.	SHARE CAPITAL	
a.	Authorized Equity Share Capital	
	1500,00,00,000 Equity Shares of Rs.2/- each	3,000.00
b.	Issued & Subscribed Equity Share Capital	
	9,07,06,51,260 Equity Shares of Rs.2/- each fully paid up	1814.13
c.	Paid-up Equity Share Capital	
	9,07,06,51,260 Equity Shares of Rs.2/- each fully paid up	1814.13
	Add: Amount of Equity Shares forfeited	
	Total Paid-up Equity Share Capital	1814.13
2.	SHARE PREMIUM ACCOUNT	13,919.01

The Issue will not have any impact on the paid-up capital.

ii. Changes in the capital structure till for the preceding three financial years and current financial year:

Please refer to the General Information Document.

iii. Equity Share Capital History for the preceding three years and the current financial year

Please refer to the General Information Document.

iv. Details of any acquisition or amalgamation with any entity in the preceding one year

Please refer to the General Information Document.

v. Details of any Reorganization or Reconstruction in the last one year

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

Type of Event	Date of Announcement	Date of Completion	Details
Formation of Digital Accessibility Section and aligned directly under Technology Services Wing.	26.09.2025	26.09.2025	MD&CEO (Vide note No: MD CEO:138: KRD:2025 F-301) orders dated 21.10.2025 permitted Formation of Digital Accessibility Section and aligned directly under Technology Services Wing. To seek permission to: <ul style="list-style-type: none">Create new section by name "Digital Accessibility" Section and aligned directly under Technology Services Wing. Update the functions of Technology Services Wing.
Reorganisation and updation of functions of Associate Party Products Vertical, Strategy, Resources and Government Services Wing.	06.11.2025	06.11.2025	MD&CEO (Vide note No: MD CEO:148: KRD:2025 F-301) orders dated 18.11.2025 permitted for Reorganisation and updation of functions of Associate Party Products Vertical, Strategy, Resources and Government Services Wing. To seek permission to: <ul style="list-style-type: none">Create new sections by name "Bancassurance – Life Insurance Section", "Bancassurance – General and Health Insurance Section" and "Mutual Fund Section" under Associate Party Products Vertical - Strategy, Resources and Government Services Wing by carving out all the existing functions of "Associate Partners functions, Associate Business functions, Mutual Fund Business functions and Insurance Business

			<p>Analytics from Bancassurance Section.</p> <ul style="list-style-type: none"> • Dissolve “Bancassurance Section” after carving out all the existing functions under Associate Party Products Vertical - Strategy, Resources and Government Services Wing. • Rename the existing Section “Marketing and Operations” Section as “Insurance Compliance and Complaints” Section under Associate Party Products Vertical - Strategy, Resources and Government Services Wing <p>Update the functions of Associate Party Products Vertical - Strategy, Resources and Government Services Wing.</p>
Reorganization of Strategy and Data Analytics Vertical - Strategy, Resources and Government Services Wing.	04.12.2025	04.12.2025	<p>MD&CEO (Vide note No: MD CEO:157: KRD:2025 F-301) orders dated 04.12.2025 permitted for Reorganization of Strategy and Data Analytics Vertical - Strategy, Resources and Government Services Wing.</p> <p>To seek permission to:</p> <ul style="list-style-type: none"> • Create a new Sections by name “Artificial Intelligence Section” and “Digital Personal Data Protection (DPDP) Section” and align under Strategy and Data analytics Vertical - Strategy, Resources and Government Services Wing with immediate effect. • Permit an Executive preferably in the rank of Deputy General Manager (DGM) to oversee both the above proposed sections.

			update the functions of proposed Artificial Intelligence Section and Digital Personal Data Protection (DPDP) Section under Strategy and Data analytics Vertical.
Shifting of function from Credit Analysis Section - Risk Management Wing to Sanction Review Report Section, Credit Administration Vertical - Credit Administration and Recovery Wing.	30.12.2025	30.12.2025	<p>MD&CEO (Vide note No: MD CEO:164: KRD:2025 F-301) orders dated 30.12.2025 permitted for Shifting of function from Credit Analysis Section - Risk Management Wing to Sanction Review Report Section, Credit Administration Vertical - Credit Administration and Recovery Wing.</p> <p>To seek permission to modify the existing function “Adhoc, Oral Sanctions – Subsequently disapproved” under Risk Management and subsequently shift the following function from Credit Analysis Section - Risk Management Wing to Sanction Review Report Section, Credit Administration Vertical - Credit Administration and Recovery Wing.</p> <p>“Placing information note to Audit Committee of the Board (ACB) on the following.</p> <ul style="list-style-type: none"> Sanctions made beyond the delegated powers which are subsequently approved / disapproved by the higher authority. <p>Limits sanctioned without proper assessment which while reviewing subsequently, the competent authority felt that proposals are not assessed properly.”</p>

Restricted

A. DETAILS OF SHAREHOLDING OF THE BANK AS ON 31/12/2025

i. Shareholding pattern of the Bank as on December 31, 2025

Sr. No.	Particulars	Total No. of Equity Shareholders	No. of Equity Shares	Total Shareholding as % of total no of equity shares
1	PRESIDENT OF INDIA	1	5,70,85,48,390	62.93
2	FOREIGN PORTFOLIO - CORP	823	1,32,45,55,117	14.60
3	RESIDENT INDIVIDUALS	14,55,045	91,91,11,329	10.13
4	INSURANCE COMPANIES	5	41,20,72,231	4.54
5	MUTUAL FUNDS	34	39,65,35,760	4.37
6	QUALIFIED INSTITUTIONAL BUYER	17	8,04,56,375	0.89
7	BODIES CORPORATES	3,218	6,58,39,530.00	0.73
8	ALTERNATIVE INVESTMENT FUND	39	5,43,75,901.00	0.60
9	EMPLOYEES	31,829	5,30,53,944.00	0.58
10	BANKS	18	67,51,212.00	0.07
11	H U F	25,058	17142399	0.19
12	NON-RESIDENT INDIANS	7,369	1,59,70,262.00	0.18
13	NON-RESIDENT INDIAN NON REPATRIABLE	7,163	93,97,951.00	0.10
14	NBFC	12	84,081.00	0.00
15	TRUSTS	43	2818751	0.03
16	CLEARING MEMBERS	15	23,40,137.00	0.03
17	INDIAN FINANCIAL INSTITUTIONS	1	4,52,000.00	0.00
18	FOREIGN INSTITUTIONAL INVESTOR	1	11,31,135.00	0.01
19	FOREIGN NATIONALS	1	470.00	0.00
20	KEY MANAGEMENT PERSONNEL	0	0	0.00
21	DIRECTORS AND THEIR RELATIVES	6	14,285.00	0.00
22	DIRECTORS	0	0	0
	Total	15,30,698.00	9,07,06,51,260.00	100.00

Notes: The promoters have not pledged or encumbered their shareholding in the Bank

ii. List of top 10 holders of equity shares of the Bank as on December 31, 2025

Sl. No.	Name of Shareholder	Total number of Equity Shares held	Number of Equity Shares held in demat form	Total shareholding as a percentage of total number of Equity Shares
1.	PRESIDENT OF INDIA	5,70,85,48,390	5,70,85,48,390	62.93
2.	LIFE INSURANCE CORPORATION OF INDIA	41,37,47,468	41,37,47,468	4.56
3.	REKHA JHUNJHUNWALA	13,99,18,000	13,99,18,000	1.54
4.	VISHAL GUPTA	9,00,00,000	9,00,00,000	0.99
5.	NIPPON LIFE INDIA TRUSTEE LTD-A/C NIPPON INDIA ETFNIFTY PSU BANK BEES	6,51,25,508	6,51,25,508	0.72
6.	KOTAK NIFTY PSU BANK ETF	5,88,43,592	5,88,43,592	0.65
7.	REKHA JHUNJHUNWALA	5,50,01,000	5,50,01,000	0.61
8.	SBI MULTICAP FUND	5,29,80,764	5,29,80,764	0.58
9.	NPS TRUST- A/C ICICI PRUDENTIAL PENSION FUND SCHEM	3,93,88,887	3,93,88,887	0.43
10.	JUPITER INDIA FUND	3,58,24,091	3,58,24,091	0.39
Total		6,65,93,77,700	6,65,93,77,700	73.40

Restricted

A. DETAILS REGARDING THE DIRECTORS OF THE BANK

1. Details of Current Directors of the Bank as on 31.12.2025:

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

Sl. No.	Name, Designation and DIN	Age (in Years)	Address	Date of Appointment	Details of other Directorship/s
1	Shri Sunil Kumar Chugh Executive Director DIN: 08309168	56	Canara Bank, Head Office 112, J.C.Road Bengaluru- 560 002	24.11.2025	Nil
2	Shri. Balakrishna Raghavendra Rao Shareholder Director DIN: 08508501	62	Flat 403, Sahiti Srividya Ambrosia, Street No- 1, Patrika Nagar, Madhapur, Hyderabad, Telangana - 500081	13.09.2025 Restricted	1. DHAKSHA UNMANNED SYSTEMS PRIVATE LIMITED 2. BARODA BNP PARIBAS TRUSTEE INDIA PRIVATE LIMITED 3.NACL INDUSTRIES LIMITED

None of the current directors are appearing in the RBI defaulter list and/ or ECGC default list.

iii. Details of change in directors in the last three years and the current financial year (01.04.2022 to 31.12.2025)

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

Sl. No	Name	Designation	DIN	Date of Appointment	Date of Cessation	Date of Resignation, if applicable	Remarks
1.	Shri K Satyanarayana Raju	Managing Director & CEO	08607009	07.02.2023	31.12.2025	Not Applicable	Superannuated on 31.12.2025
2.	Shri Vijay Srirangan	Non-Executive Chairman	01813891	07.11.2022	06.11.2025	Not Applicable	Tenure on the board ended on 06.11.2025

iv. Details of directors' remuneration and such particulars of the nature and extent of their interest in the Bank (during the current financial year and preceding three years)

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated:

S.No	Particulars	Current Financial year (up to 31.12.2025)
<i>a) Remuneration payable or paid to a director by the Issuer, its subsidiary or associate company</i>		
1	Shri. Vijay Srirangan	17,55,000.00
2	Ms. Nalini Padmanabhan	27,25,000.00
3	Shri. Dibakar Prasad Harichandan	-
4	Shri. V R Iyer	-
5	Shri. Bimal Prasad Sharma	13,25,000.00
6	Shri. Karunakara Shetty	-
7	Ms. Abha Singh Yadhuvanshi	22,85,000.00
8	Shri Hemant Buch	6,75,000.00
9	Shri Gunjeet Singh Pannu	11,60,000.00
10	Shri Balakrishna Raghavendra Rao	8,70,000.00
<i>b) Shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis</i>		
1.	Shri. Vijay Srirangan	Ceased as Non-Executive Chairman on 06 th November 2025
2.	Shri. Bhavendra Kumar	100
3.	Shri. S K Majumdar	6685
4.	Ms. Abha Singh Yaduvanshi	5500
5.	Ms. Nalini Padmanabhan	500
6.	Shri. Gunjeet Singh Pannu	1000
7.	Shri B Raghvendra Rao	500
8.	Shri Debashish Mukherjee	Ceased as Director on 31 st May, 2025
9.	Shri Hemant Buch	Ceased as Director on 01 st July, 2025
10.	Shri Bimal Sharma	Ceased as Director on 26 th July, 2025
11.	Shri Karunakara Shetty	Ceased as Director on 29 th November, 2024
<i>c) Appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company</i>		
	Nil	
<i>d) Particulars of the nature and extent of interest, if any, of every director:</i>		
	in the promotion of the Issuer	NIL
	in any immovable property acquired by the Issuer in the two years preceding the date of the General Information Document or any immovable property proposed to be acquired by it; or	NIL

	where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the Issuer shall be disclosed.	NIL

- i. Contributions being made by the directors as part of the offer or separately in furtherance of such objects.
Nil
- ii. 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 the directors, key managerial personnel or senior management in the offer, except in their respective official capacity as an employee or director of the Issuer. The Promoter of the Issuer is President of India and hence the disclosure in this section is not applicable.

B. DETAILS REGARDING THE AUDITORS OF THE BANK.

- i. Details of the Statutory auditors of the Issuer. Restricted

Please refer to the General Information Document.

- ii. Details of changes in statutory auditors of the Issuer in the last three financial years and current financial year

Please refer to the General Information Document.

C. DETAILS OF BORROWINGS OF THE BANK AS ON 31.12.2025

- ii. Details of outstanding secured loan facilities as on 31.12.2025

Please refer to the General Information document

- iii. Details of Deposits as on 31.12.2025:

Sr No	Particulars	Amount (Rs. crores)
A	Demand Deposits	
i	From Banks	176.04
ii	From Others	54,517.12
B	Savings Bank Deposits	3,57,743.04
C	Term Deposits	
i	From Banks	1,22,789.80
ii	From Others	9,85,778.50
	Total	15,21,004.50

Deposits of Branches in India	13,96,781.46
Deposits of Branches outside India	1,24,223.04
Total	15,21,004.50

- iv. The details of contingent liabilities of the issuer on a standalone basis as on 31.12.2025 is as follows:

(₹ in Crore)

SCHEDULE 12 - CONTINGENT LIABILITIES			
			31.12.2025
I. CLAIMS AGAINST THE BANK NOT			20,896.98
ACKNOWLEDGED AS DEBTS			
II. LIABILITY FOR PARTLY PAID INVESTMENTS			0.44
III. LIABILITY ON ACCOUNT OF OUTSTANDING			
FORWARD EXCHANGE CONTRACTS			43,8001.90
IV. GUARANTEES GIVEN ON BEHALF OF			66,582.77
CONSTITUENTS			
a. IN INDIA			66,403.51
b. OUTSIDE INDIA			179.26
V. ACCEPTANCES, ENDORSEMENTS AND			19,772.57
OTHER OBLIGATIONS			
VI. OTHER ITEMS FOR WHICH THE BANK IS			10,290.00
CONTINGENTLY LIABLE			
a. BILLS OF EXCHANGE REDISCOUNTED			
b. OTHERS			10,290.00
TOTAL			5,55,544.67

v. Details of unsecured loan facilities / deposit as on December 31, 2025

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated

Lender's Name	Type of Facility	Amount Sanctioned (Rs. In crore)	Principal Amount Outstanding as on 31.12.2025 (Rs. In crore)	Repayment Date/Schedule
From Banks	Demand Deposits	Not Applicable	176.04	On Demand
	Term Deposits	Not Applicable	1,23,047.15	On Maturity
From Others	Demand Deposits	Not Applicable	54,523.58	On Demand
	Term Deposits	Not Applicable	9,85,778.50	On Maturity
Depositors	Saving Banks Deposits	Not Applicable	3,57,743.04	On Demand
Reserve Bank of India	Borrowings	Not Applicable	25,000.00	On Demand
Others	Borrowings	Not Applicable	24,239.33	On Demand
*Other Institutions & Agencies	Borrowings	Not Applicable	26,267.24	On Demand
Outside India	Borrowings	Not Applicable	19,276.55	-
Banks/ Institutions	Bills Payable#	Not Applicable	2,696.25	-

*Excluding borrowings of ₹ 50,423.00 crore i.e. Unsecured redeemable Bonds

Bills Payable as per Other Liabilities

v. Details of outstanding non-convertible-debentures issued by the Bank as on December 31, 2025

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated

Debenture Series	ISIN	Tenor/ Period of Maturity (in months)	Coupon	Amount in Crores	Date of Allotment	Redemption Date/ Schedule	Credit Rating as on 31.12.2025	Secured/ Unsecured	Security
BASEL III Tier 2 SERIES II - 2015-16	INE476 A08043	120.00	8.40	900.00	07-Jan- 2016	07-Jan-2026	AAA/Stable by CRISIL, ICRA (AAA)/Stable & IND AAA/Stable	Unsecured	Not applicable
BASEL III AT I S-IV FY 2020-21	INE476 A08118	Perpetual	8.30	120.00	02-Feb- 2021	Perpetual/02- Feb-2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021- 22 SR III	INE476 A08159	Perpetual	8.07	1,000.00	04-Mar- 2022	Perpetual/04. Mar.2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III Tier 2 2016- 17	INE476 A08050	120.00	8.40	3,000.00	27-Apr- 2016	27-Apr-2026	AAA/Stable by CRISIL, ICRA (AAA) /Stable & IND AAA/Stable	Unsecured	Not applicable
BASEL III AT I 2022- 23 Series I	INE476 A08167	Perpetual	8.24	2,000.00	19-Jul- 2022	Perpetual/19. 07.2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable

BASEL III Tier 2 Series I	INE476 A08175	120.00	7.48	2,000.00	26-Aug- 2022	26-Aug- 2032/26-Aug- 2027	AAA/Stable by IND & ICRA (AAA)/Stable	Unsecured	Not applicable
BASEL III TIER I Series II	INE476 A08183	Perpetual	7.99	2,000.00	15-Sep- 2022	Perpetual/15- 09-2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021 S1	INE476 A08126	Perpetual	8.40	1,500.00	25-Oct- 2021	Perpetual/25. Oct.2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021- 22 SR II	INE476 A08134	Perpetual	8.05	1,500.00	02-Dec- 2021	Perpetual/02- DEC-2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III Tier 2 S 1	INE476 A08142	180.00	7.09	2,500.00	24-Dec-21	24-DEC- 2036/24- DEC-2031	AAA/Stable by IND & CARE (AAA)/Stable	Unsecured	Not applicable
LTB 2023 - 1	INE476 A08191	120.00	7.54	5,000.00	27-Sep-23	27-Sep-33	CARE AAA/Stable by CARE & IND AAA/Stable by India Ratings	Unsecured	Not applicable
LTB 2023 - 2	INE476 A08209	120.00	7.68	5,000.00	29-Nov-23	29-Nov-33	CARE AAA/Stable by CARE & IND AAA/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2023- 24 Series I	INE476 A08217	Perpetual	8.40	1,403.00	11-Dec-23	Perpetual/11. DEC.2028	CRISIL AA+/Stable by CRISIL & ICRA AA+/Stable by ICRA Limited	Unsecured	Not applicable
BASEL III AT I 2023- 24 Series II	INE476 A08225	Perpetual	8.40	2,000.00	14-Feb-24	Perpetual/14- Feb-2029	CRISIL AA+/Stable by CRISIL & ICRA AA+/Stable by ICRA Limited	Unsecured	Not applicable

CB LTB 2034	INE476 A08233	120.00	7.40	10,000.0 0	19-Jul-24	19-Jul-34	"CRISIL AAA Stable" by CRISIL and "CARE AAA/Stable" by CARE.	Unsecured	Not applicable
BASEL III AT I 2024- 25 Series I	INE476 A08241	Perpetual	8.27	3,000.00	29-Aug-24	Perpetual/29- AUG-2029	"IND AA+/Stable" by India Rating & Research Limited & "ICRA AA+/Stable" by ICRA Limited	Unsecured	Not applicable
BASEL III Tier 2 2024- 25 Series I	INE476 A08258	120.00	7.46	4,000.00	18-Mar-25	18-MAR- 2035/18- MAR-2030	"CRISIL AAA Stable" by CRISIL and "CARE AAA/Stable" by CARE.	Unsecured	Not applicable
BASEL III AT I 2025- 26 Series I	INE476 A08266	Perpetual	7.55	3,500.00	2-Dec-25	Perpetual/02- DEC-2030	"ICRA AA+/Stable" by ICRA Ratings Ltd and "CARE AA+/Stable" by Care Ratings Ltd"	Unsecured	Not applicable
BASEL III Tier 2 SERIES II - 2015-16	INE476 A08043	120.00	8.40	900.00	07-Jan- 2016	07-Jan-2026	AAA/Stable by CRISIL, ICRA (AAA)/Stable & IND AAA/Stable	Unsecured	Not applicable
BASEL III AT I S-IV FY 2020-21	INE476 A08118	Perpetual	8.30	120.00	02-Feb- 2021	Perpetual/02- Feb-2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021- 22 SR III	INE476 A08159	Perpetual	8.07	1,000.00	04-Mar- 2022	Perpetual/04. Mar.2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III Tier 2 2016- 17	INE476 A08050	120.00	8.40	3,000.00	27-Apr- 2016	27-Apr-2026	AAA/Stable by CRISIL, ICRA (AAA) /Stable & IND AAA/Stable	Unsecured	Not applicable
BASEL III AT I 2022- 23 Series I	INE476 A08167	Perpetual	8.24	2,000.00	19-Jul- 2022	Perpetual/19. 07.2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable

BASEL III Tier 2 Series I	INE476 A08175	120.00	7.48	2,000.00	26-Aug-2022	26-Aug-2032/26-Aug-2027	AAA/Stable by IND & ICRA (AAA)/Stable	Unsecured	Not applicable
BASEL III TIER I Series II	INE476 A08183	Perpetual	7.99	2,000.00	15-Sep-2022	Perpetual/15-09-2027	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021 S1	INE476 A08126	Perpetual	8.40	1,500.00	25-Oct-2021	Perpetual/25-Oct-2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2021-22 SR II	INE476 A08134	Perpetual	8.05	1,500.00	02-Dec-2021	Perpetual/02-DEC-2026	CRISIL AA+/Stable by CRISIL & IND AA +/Stable by India Ratings	Unsecured	Not applicable
BASEL III Tier 2 S 1	INE476 A08142	180.00	7.09	2,500.00	24-Dec-21	24-DEC-2036/24-DEC-2031	AAA/Stable by IND & CARE (AAA)/Stable	Unsecured	Not applicable
LTB 2023 - 1	INE476 A08191	120.00	7.54	5,000.00	27-Sep-23	27-Sep-33	CARE AAA/Stable by CARE & IND AAA/Stable by India Ratings	Unsecured	Not applicable
LTB 2023 - 2	INE476 A08209	120.00	7.68	5,000.00	29-Nov-23	29-Nov-33	CARE AAA/Stable by CARE & IND AAA/Stable by India Ratings	Unsecured	Not applicable
BASEL III AT I 2023-24 Series I	INE476 A08217	Perpetual	8.40	1,403.00	11-Dec-23	Perpetual/11-DEC.2028	CRISIL AA+/Stable by CRISIL & ICRA AA+/Stable by ICRA Limited	Unsecured	Not applicable
BASEL III AT I 2023-24 Series II	INE476 A08225	Perpetual	8.40	2,000.00	14-Feb-24	Perpetual/14-Feb-2029	CRISIL AA+/Stable by CRISIL & ICRA AA+/Stable by ICRA Limited	Unsecured	Not applicable
CB LTB 2034	INE476 A08233	120.00	7.40	10,000.00	19-Jul-24	19-Jul-34	"CRISIL AAA Stable" by CRISIL and "CARE AAA/Stable" by CARE.	Unsecured	Not applicable

BASEL III AT I 2024- 25 Series I	INE476 A08241	Perpetual	8.27	3,000.00	29-Aug-24	Perpetual/29- AUG-2029	"IND AA+/Stable" by India Rating & Research Limited & "ICRA AA+/Stable" by ICRA Limited	Unsecured	Not applicable
BASEL III Tier 2 2024- 25 Series I	INE476 A08258	120.00	7.46	4,000.00	18-Mar-25	18-MAR- 2035/18- MAR-2030	"CRISIL AAA Stable" by CRISIL and "CARE AAA/Stable" by CARE.	Unsecured	Not applicable
BASEL III AT I 2025- 26 Series I	INE476 A08266	Perpetual	7.55	3,500.00	2-Dec-25	Perpetual/02- DEC-2030	"ICRA AA+/Stable" by ICRA Ratings Ltd and "CARE AA+/Stable" by Care Ratings Ltd"	Unsecured	Not applicable

vi. Certificate of Deposits issued by the Issuer as on 31st December 2025

The certificate of deposits issue by the Issued as on December 31, 2025 is aggregating up to ₹ 51,900 Cr.

vii. Details of other borrowings (if any, including hybrid debt like FCCB, optionally convertible debentures/preference shares):
NIL

viii. List of top 10 bond holders as on 31.12.2025:

SL	DPID/CLIENTID	NAME OF THE HOLDER	Holdings	Rs in Crore
1	IN30134820176093	LIFE INSURANCE CORPORATION OF INDIA	588388	6763
2	IN30152430047971	CBT-EPF-05-F-DM	451746	6246
3	IN30152430040191	CBT-EPF-05-E-DM	338640	4128.9
4	IN30016710166198	COAL MINES PROVIDENT FUND ORGANISATION	17987	2332.4
5	IN30152430040183	CBT-EPF-11-E-DM	175250	2000
6	IN30016710170164	NPS TRUST- A/C SBI PENSION FUND SCHEME - STATE GOVT	78303	1578
7	IN30378610006749	STATE BANK OF INDIA EMPLOYEES PENSION FUND	40860	1260
8	IN30134820176108	LIFE INSURANCE CORPORATION OF INDIA - P & GS FUND	1200	1200
9	IN30152430047971	CBT-EPF-05-F-DM	5340	1155
10	IN30378610006749	STATE BANK OF INDIA EMPLOYEES PENSION FUND	3850	1006

ix. The amount of corporate guarantee or letter of comfort issued by the Issuer along with details of the counterparty (viz. Name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued:

Amount of Corporate guarantee issued by the Issuer outstanding as on 31.12.2025:

SI NO.	NAME OF THE COUNTER PARTY	NATURE OF THE COUNTERPARTY	TYPE OF COUNTERPARTY	GUARANTEE/ LOC ISSUED	SANCTIONED AMOUNT (AMOUNT IN CRORES)
1	CANBANK VENTURE CAPITAL FUNDS LTD	FINANCIAL INSTITUTION	SUBSIDIARY	GUARANTEE	0.50
2	CANBANK FACOTRS LTD	FINANCIAL INSTITUTION	SUBSIDIARY	GUARANTEE	4.05
3	KARNATAKA GRAMEENA BANK	FINANCIAL INSTITUTION	SUBSIDIARY	LOC	800.00
TOTAL					804.55

x. Details of Commercial Paper issuances as at the end of the last quarter:

Series of N C S	ISI N	Ten or/ Period of Maturity	Coupon	Amount outstanding	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured / unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
Nil										

xi. List of top ten holders of commercial paper in terms of value (in cumulative basis):

S. No .	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
Nil				

xii.Details of other borrowings (if any, including hybrid debt like FCCB, optionally convertible debentures/preference shares):

Name of Party (in case of facility)/ Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding	Date of Repayment/ Schedule	Credit Rating	Secured/ Unsecured	Security
Nil							

xiii.Details of all defaults/ delays in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Issuer, in the past five years

- The main constituents of the Issuer's borrowings are generally in the form of deposits, loans from Reserve Bank of India, other banks and institutions, bonds, certificate of deposits etc.
- The Issuer has been servicing all its principal and interest liabilities on time and there has been no instance of delay or default since inception.
- The Issuer has neither defaulted in repayment/ redemption of any of its borrowings nor affected any kind of roll over against any of its borrowings in the past.
- The Issuer has not defaulted in any of its payment obligations arising out of any corporate guarantee issued by it to any counter party including its joint entities, group companies etc in the past.

xiv.Details of any Outstanding Borrowings taken/ Debt Securities issued for consideration other than cash at premium or at discount or in pursuance of an Option

The Issuer confirms that other than and to the extent mentioned elsewhere in this General Information Document, it has not issued any debt securities or agreed to issue any debt securities or availed any borrowings for a consideration other than cash, whether in whole or in part or at a premium or discount or in pursuance of an option since inception.

D. DETAILS OF PROMOTERS OF THE BANK

i.Details of promoter holding as on December 31, 2025

S. No.	Name of Shareholders	Total number of equity shares	Number of shares held in demat form	Total shareholding as % of total No of equity share	No of equity shares pledged	% of equity shares pledged with respect to shares owned
1.	President of India	5,70,85,48,390	5,70,85,48,390	62.93	Nil	Not Applicable

- A complete profile of all the promoters, including their name, date of birth, age, educational qualifications, experience in the business or employment, positions/posts held in the past, directorships held, other ventures of each promoter, special achievements, their business and financial activities, photograph:

The Promoter of the Issuer is President of India. Hence the above details are not applicable.

- ii. A declaration confirming that the permanent account number, Aadhaar number, driving license number, bank account number(s), passport number and personal addresses of the promoters and permanent account number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft Issue Document:

The Promoter of the Issuer is President of India. Hence the above details are not applicable, and no declaration is filed with the stock exchanges on which the Bonds are proposed to be listed. The permanent account number of directors have been submitted to the stock-exchange on which the Bonds are proposed to be listed at the time of filing of in-principal approval for listing.

Restricted

E. Abridged Version of the Audited Standalone & Consolidated Financial Information of the Issuer for the last Three Years

i. Standalone Statement of Profit & Loss

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated

(₹ in Crore)

Sr No	Parameters	As on 31.12.2025
		(Reviewed)
I	Income	
a.	Interest Earned	31,981.60
b.	Other Income	7,899.36
	Total Income	39,880.96
II	EXPENDITURE	
a.	Interest Expended	22,729.28
b.	Operating Expenses	8,032.21
c.	Provisions and Contingencies	3,964.36
	Total Expenditure	34,725.85
III	PROFIT FOR THE YEAR	5,155.11
	Profit brought forward	Restricted
IV	APPROPRIATIONS	
	Transfer to Statutory Reserves	-
	Transfer to Revenue & Other Reserves	-
	Transfer to Investment Reserve Account	-
	Transfer to Investment Fluctuation Reserve	-
	Transfer from/to Special Reserves-Currency Swap	-
	Transfer to Special reserve U/s 31(1) (viii) of Income tax Act, 1961	-
	Transfer to Capital Reserve	-
	Proposed Dividend	-
	Tax on Dividend	-
	Balance Carried over to Balance Sheet	5,155.11
	TOTAL	5,155.11
	Earnings Per Share (Basic & Diluted) (in Rs.)	5.68

Key Information Document
 (Confidential & for Private Circulation Only)

ii. Consolidated Statement of Profit & Loss

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated

(₹ in Crore)

Sr No	Parameters	As on 31.12.2025
		(Reviewed)
I	Income	
a.	Interest Earned	30,937.71
b.	Other Income	2,151.65
	Total Income	33,089.36
II	EXPENDITURE	
a.	Interest Expended	22,708.79
b.	Operating Expenses	1,584.48
c.	Provisions and Contingencies	3,927.61
	Total Expenditure	28,220.88
	Share of Earnings/(Loss) in Associates	305.89
	Consolidated Net Profit/(Loss) for the Year before deducting	5,174.37
	Minorities Interest	
	Less: Minorities Interest	(79.30)
III	PROFIT FOR THE YEAR attributable to the Group	5,253.67
	Profit brought forward	
	TOTAL	5,253.67
IV	APPROPRIATIONS	
	Transfer to Statutory Reserves	-
	Transfer to Revenue & Other Reserves	-
	Transfer to Investment Reserve Account	-
	Transfer to Investment Fluctuation Reserve	-
	Transfer from/to Special Reserves-Currency Swap	-
	Transfer to Special reserve U/s 31(1) (viii) of Income tax Act, 1961	-
	Transfer to Capital Reserve	-
	Proposed Dividend	-
	Tax on Dividend	-
	Balance Carried over to Balance Sheet	5,253.67
	TOTAL	5,253.67
	Earnings Per Share (Basic & Diluted) (in Rs.)	5.79

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iii. Standalone Balance Sheet

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated.

(₹ in Crore)

Sr no	Parameters	As on 31.12.2025 (Reviewed)
I	CAPITAL & LIABILITIES	
a.	Capital	1,814.13
b.	Reserves & Surplus	1,11,425.09
c.	Deposits	15,21,268.31
d.	Borrowings	1,47,902.37
e.	Other Liabilities and Provisions	39,946.87
	Total	18,22,356.77
II	ASSETS	
a.	Cash & Balances with Reserve Bank of India	49,715.83
b.	Balances with Banks and Money at Call & Short Notice	1,52,708.42
c.	Investments	3,94,736.39
d.	Advances	11,72,815.69
e.	Fixed Assets	10,341.84
f.	Other Assets	42,038.60
	Total	18,22,356.77

Restricted

iv. Consolidated Balance Sheet

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated

(₹ in Crore)

Sr No	Parameters	As on 31.12.2025 (Reviewed)
I	CAPITAL & LIABILITIES	
a.	Capital	1,814.13
b.	Reserves & Surplus	1,15,553.70
c.	Minority Interest	72.02
d.	Deposits	15,21,004.50
e.	Borrowings	1,47,902.37
f.	Other Liabilities and Provisions	40,024.86
	Total	18,26,371.58
II	ASSETS	
a.	Cash & Balances with R B of India	49,715.84
b.	Balances with Banks and Money at Call & Short Notice	1,52,798.54

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Sr No	Parameters	As on 31.12.2025 (Reviewed)
c.	Investments	3,98,514.72
d.	Advances	11,72,816.18
e.	Fixed Assets	10,368.22
f.	Other Assets	42,158.08
	Total	18,26,371.58

v. Standalone Cash Flow Statement

Please refer to the General Information Document

vi. Consolidated Cash Flow Statement

Please refer to the General Information Document.

vii. Auditors' Qualifications

Financial Year	Auditors' Qualifications
2024-25	NIL
2023-24	NIL
2022-23	NIL

Restricted

viii. Review of Standalone Financial Information of the Issuer as of December 31, 2025

In furtherance to the details provided in the General Information Document up to 30.09.2025, the following details have been updated.

(₹ in Crore)

Sr. No.	Particulars	As on 31.12.2025 (Reviewed)
1.	Interest Earned (a+b+c+d)	94,528.32
a)	Interest/ discount on advances/ bills	69,296.22
b)	Income from Investments	18,803.28
c)	Interest on balances with Reserve Bank of India and other Inter Bank Funds	4,515.45
d)	Others	1,913.37
2.	Other Income	22,013.68

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Sr. No.	Particulars	As on 31.12.2025 (Reviewed)
3.	Total Income (1+2)	1,16,542.00
4.	Interest Expended	67,126.05
5.	Operating Expenses (i)+(ii)+(iii)	23,154.76
(i)	Employees Cost	14,522.36
(ii)	Rent, Taxes and Lighting	913.94
(iii)	Other Operating Expenses	7,718.46
6.	Total Expenditure (4)+(5) (excluding Provisions and Contingencies)	90,280.81
7.	Operating Profit before provisions & contingencies (3-6)	26,261.19
8.	Provisions (other than tax) and Contingencies	7,120.09
9.	Exceptional Items	-
10.	Profit (+)/ Loss (-) from Ordinary Activities before Tax (7-8-9)	19,141.10
11.	Tax Expense- Current Year	4,460.00
12.	Profit (+)/ Loss (-) from Ordinary Activities after Tax (10-11)	14,681.10
13.	Extraordinary Items (net of tax expense)	-
14.	Net Profit (+)/ Loss (-) for the period (12-13)	14,681.10
15.	Paid-up Equity Share Capital (Face Value of each share- Rs.10/-)	1,814.13
16.	Reserves excluding revaluation reserves	1,04,994.70

Restricted

- ix. Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Bank

President of India is the Promoter of the Issuer and hence the details of litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue are not applicable.

- x. Details of default and non-payment of statutory dues the preceding three financial years and current financial year.

There is no default and non-payment of statutory dues.

- xi. Details of pending litigation involving the Issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares

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As on 31.12.2025, there are 2964 material civil litigations against the Issuer which involves an aggregate amount of Rs 10168.72 Cr. A summary of outstanding litigations is attached as Annexure-VIII

xii. Details of pending proceedings initiated against the Issuer for economic offences, if any

Unless otherwise mentioned in the General Information Document and this Key Information Document(s), the Bank is not aware of pending proceedings against the Bank for economic offences.

xiii. Consent of directors, auditors, bankers to issue, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, registrar to the issue, and lenders (if required, as per the terms of the agreement) and experts.

S.No.	Name	Date of Consent
1.	Board of Directors	12 th June 2025
2.	Auditors	09 th Feb 2026
3.	Banks to the Issue	NA
4.	Trustee	06 th February 2026
5.	Legal Advisor	17 th Feb 2026
6.	Solicitor/ Advocate	NA
7.	Registrar to the Issue	04 th February 2026
8.	Experts	NA
9.	Lead Managers to the Issue	NA

xiv. Confirmation on statements by experts

This Key Information Document does not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given his written consent to the issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of the Key Information Document to the Registrar (as applicable) for registration.

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xv. Other Details

a. DRR Creation

As per the Ministry of Companies Affairs GOI Notification dt.31.03.2014 and Companies (Share Capital and Debentures) Rules 2014 no debenture redemption reserve is required for debentures issued by Banking Companies for both public as well as privately placed debentures. The Bank has appointed a trustee to protect the interest of the Bondholders.

b. Issue/instrument specific regulation

RBI Guidelines and SEBI NCS Regulations. The definitions, abbreviations or terms wherever used shall have the same meaning as defined in the RBI circulars applicable to the issue of these bonds.

c. Delay in allotment of securities

The allotment of securities shall be made within the timelines stipulated under SEBI Master Circular.

d. Default in payment

In case of default (including delay) in payment of interest and/or redemption of principal on the due dates for Bonds, additional interest of 2 % over and above the Coupon Rate shall be payable by the Bank for the defaulting period

e. Delay in listing

In case of delay in listing of the debt securities 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.

f. Delay In Execution of Debenture Trustee

In Case of delay in execution of the “Debenture Trust Deed” i.e after the date of listing, the issuer will pay penal interest of at least 2% over the Coupon Rate from the date of Listing till the date of execution of Debenture Trust Deed of such debt securities to the Investor.

- xvi. 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:

Please refer to the General Information Document.

- xvii. 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

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by the directors of the bank and their relatives within six months immediately preceding the date of this general information document.

Nil

- xviii. Details of (a) any inquiry, inspections or investigations initiated or conducted under the companies act, 2013 or any previous company law (b) if there were any prosecutions filed (whether pending or not), and (c) and fines imposed, compounding of offences, in the last three years immediately preceding the year of issue of Issue Document, in case the Issuer being company and all its subsidiaries.

The Issuer is not a Company. Hence, the above point is not applicable.

- xix. 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

- xx. 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 General Information Document

- xxi. Confirmation on statements by experts

Please refer to the General Information Document.

- xxii. Details of acts of material frauds committed against the bank in the preceding three financial years and current financial year, if any, and if so, the action taken by the Bank

During the Half year ended 31st December 2025, there were 358 cases aggregating to Rs. 1751.33 crores reported as fraud out of which 313 cases aggregating to Rs. 1732.67 crores represent advances declared as frauds. The Bank has taken appropriate actions against the cases reported as fraud as per the regulatory guidelines and its internal policies. Full provision has been made for the outstanding balance as on 31st December 2025 in respect of frauds reported during the year.

For previous information please refer to the General Information Document.

- i. 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 the directors, key managerial personnel or senior management in the offer, except in their respective official capacity as an employee or director of the Issuer. The Promoter of the Issuer is President of India and hence the disclosure in this section is not applicable.

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Disclosure under 3.3.41 (a), (b), (c) and (d) of the SEBI NCS Regulations are not applicable to the present issue.

- i. Details of other borrowings (if any, including hybrid debt like FCCB, optionally convertible debentures/preference shares)

Nil

- ii. Details of all defaults/ delays in payments of interest and principal of debt securities (Bonds issued by Canara bank):

Nil

- iii. Details of unsecured bonds-debentures issued by the Bank as on 31st December 2025 (Tier 1, Tier 2 & Infra Bond)

Rs 50,423 Cr

- ii. Material event/ development or change at the time of Issue

The Issuer hereby confirms that there has been no material event, development or change having implications on the financials/ credit quality of the Issuer (e.g. any material regulatory proceedings against the Issuer/ promoters of the Issuer, tax litigations resulting in material liabilities, corporate restructuring event etc) at the time of Issue which may affect the issue or the investor's decision to invest/ continue to invest in the Non-convertible redeemable preference shares of the Issuer.

- iii. Name of the Bond Trustee.

Beacon Trusteeship Limited has given the consent for appointment as Trustee for the Issue vide its letter dated 21.02.2025 Copy of letter from Beacon Trusteeship Limited conveying their consent to act as Trustees for the current issue of Bonds is enclosed as Annexure III in this Key Information Document.

- iv. Detailed rating rationale(s) adopted / Credit Rating Letter issued.

Please refer to Annexure I (for rating rationale and rating letter issued by ICRA Ltd) and II (for rating rationale and rating letter issued by India Ratings Limited) of this Key Information Document.

- v. If the security is backed by a guarantee or letter of comfort or any other document/ letter with similar intent, a copy of the same shall be disclosed.

Not applicable.

- vi. Copy of consent letter from the Debenture Trustee.

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Please refer to Annexure III of the Key Information Document.

viii. Names of all stock exchanges where the Debt Securities are proposed to be listed.

The Bonds are proposed to be listed on the Debt segment of NSE

E. Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Bank

President of India is the Promoter of the Issuer and hence the details of litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue are not applicable.

F. Details of default and non-payment of statutory dues.

There is no default and non-payment of statutory dues.

G. Other Details

a) DRR Creation

As per the Ministry of Companies Affairs GOI Notification dt.31.03.2014 and Companies (Share Capital and Debentures) Rules 2014 no debenture redemption reserve is required for debentures issued by Banking Companies for both public as well as privately placed debentures. The Bank has appointed a trustee to protect the interest of the Bondholders.

b) Issue/instrument specific regulation

Basel III Regulations and SEBI NCS Regulations. The definitions, abbreviations or terms wherever used shall have the same meaning as defined in the RBI circulars applicable to the issue of these bonds.

c) Delay in allotment of securities

The allotment of securities shall be made within the timelines stipulated under SEBI Master Circular.

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Disclosure of Cash flow with date of interest and redemption payment as per day count convention.

As per SEBI NCS Master Circular illustrative cash flow for bonds is as under

ILLUSTRATION:

Name of the Issuer	Canara Bank
Face Value (per bond)	Rs. 1,00,00,000/-
Deemed Date of Allotment	27.02.2026
Call option Date	27.02.2031 (or any anniversary date thereafter, subject to Tax Call/Regulatory Call, for details refer Term sheet)
Redemption Date	27.02.2036
Coupon Rate	7.24% p.a.
Frequency of Interest Payment	Annually
Day Count Convention	Actual/Actual

Scenario 1: Call Option not exercised

Cash Flows	Original Coupon Payment dates and Illustrative Call Option Due date	Modified Coupon Payment Dates and Illustrative Call Option Due Date	No of Days for Denominator	Amount Payable per Bond (in Rs)
1st Coupon Payment	27.02.2027	01.03.2027	365	7,24,000
2nd Coupon Payment	27.02.2028	28.02.2028	365	7,24,000
3rd Coupon Payment	27.02.2029	27.02.2029	366	7,24,000
4th Coupon Payment	27.02.2030	27.02.2030	365	7,24,000
5th Coupon Payment	27.02.2031	27.02.2031	365	7,24,000
6th Coupon Payment	27.02.2032	27.02.2032	365	7,24,000
7th Coupon Payment	27.02.2033	28.02.2033	366	7,24,000
8th Coupon Payment	27.02.2034	27.02.2034	365	7,24,000
9th Coupon Payment	27.02.2035	27.02.2035	365	7,24,000
10th Coupon Payment	27.02.2036	27.02.2036	365	7,24,000
Redemption of Principal on account of Maturity	27.02.2036	27.02.2036	365	1,00,00,000

Notes:

- The above example is for illustration purpose only. The actual payment will be made as per provisions of summary term sheet.
- Business day shall be the day on which money on which commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai. If the interest payment date / redemption date does not fall on a Business day, then payment of interest / principal amount shall be made in accordance with SEBI Master Circular as amended from time to time.
- If any coupon payment date, 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

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day which becomes the coupon payment date for that coupon. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the bonds.

- d) 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 bonds until but excluding the date of such payment.
- e) It is clarified that interest / redemption with respect to debentures, interest / redemption payments shall be made only on the days when commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai.
- f) Interest payments will be rounded off to the nearest rupee as per the FIMMDA Handbook on market practices.

Scenario 2: Assuming Call Option is exercised at the end of the 5th anniversary of the Deemed Date of Allotment.

Cash Flows	Original Coupon Payment dates and Illustrative Call Option Due date	Modified Coupon Payment Dates and Illustrative Call Option Due Date	No of Days for Denominator	Amount Payable per Bond (in Rs)
1st Coupon Payment	27.02.2027	01.03.2027	365	7,24,000
2nd Coupon Payment	27.02.2028	28.02.2028	365	7,24,000
3rd Coupon Payment	27.02.2029	27.02.2029	366	7,24,000
4th Coupon Payment	27.02.2030	27.02.2030	365	7,24,000
5th Coupon Payment	27.02.2031	27.02.2031	365	7,24,000
Redemption of Principal on account of exercise of Call Option*.	27.02.2031	27.02.2031	365	1,00,00,000

Notes:

- a) The above example is for illustration purpose only. The actual payment will be made as per provisions of summary term sheet.
- b) Business day shall be the day on which money on which commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai. If the interest payment date / redemption date does not fall on a Business Day, then payment of interest / principal amount shall be made in accordance with SEBI Master Circular.
- c) If any coupon payment date, 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. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the bonds.
- d) 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 bonds until but excluding the date of such payment.
- e) Interest payments will be rounded off to the nearest rupee as per the FIMMDA Handbook on market practices.

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- f) It is clarified that interest / redemption with respect to debentures, interest / redemption payments shall be made only on the days when commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market is functioning in Mumbai.

B. Additional Disclosures

- a) Number of persons to whom allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of securities as well as price.
 NIL
- b) Proposed time schedule for which the Key information document is valid.
 Please refer to Issue Schedule in the Key Information Document.
- c) Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of 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 the stock exchanges in accordance with SEBI EBP Circular and ESP Guidelines. Only those investors who are eligible as per SEBI NCS Regulations shall be able to bid on the EBP. The allotment of the bonds shall be made by the ESP and communicated to the Issuer/Investor in accordance with SEBI EBP Circular and ESP Guidelines. As such any investment made by the Directors, if any, shall be known only post bidding of the Issue.

- d) Pre-issue and post-issue shareholding pattern of the company.

There is no change in shareholding pattern due to this Issue. Please refer to Details of Shareholding Pattern of the Bank in the Key Information Document for details of the shareholding of the Bank.

- e) Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of offer letter and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.
 NIL
- f) 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.

C. Name of the Bond Trustee

Beacon Trusteeship Limited has given the consent for appointment as Trustee for the Issue vide its letter dated 21.02.2025. Copy of letter from Beacon Trusteeship Limited conveying their consent to act as Trustees for the current issue of Bonds is enclosed as Annexure III in this Key Information Document.

The Bondholder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Trustees or any of their agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Bonds as the Trustees may in their absolute discretion deem necessary or require to be done in the interest of the Bondholders. Any payment made by the Bank to the Trustees on

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behalf of the Bondholder(s) shall discharge the Bank pro tanto to the Bondholder(s). The Trustees shall protect the interest of the Bondholders in the event of default by the Bank in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Bank. No Bondholder shall be entitled to proceed directly against the Bank unless the Trustees, having become so bound to proceed, fail to do so.

The Trustees 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 Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations (1993), the Debenture Trusteeship Agreement, Key Information Document and all other related transaction documents, with due care, diligence and loyalty.

All the disclosures in this Key Information Document (KID) has been incorporated in Transaction Document.

D. Expenses of the Issue:

Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable:

Sr No.	Particulars	Estimated Expenses (Rs. In Crore)	As a % of the total estimated Offer expenses	As a % of the total Offer size
1	Lead manager(s) fees	Not Applicable	Not Applicable	Not Applicable
2	Underwriting commission	Not Applicable	Not Applicable	Not Applicable
3	Brokerage, selling commission and upload fees	Not Applicable	Not Applicable	Not Applicable
4	Fees payable to the registrars to the issue	0.0065	0.23%	--
5	Fees payable to the legal Advisors	0.0100	0.35%	--
6	Advertising and marketing expenses	Not Applicable	Not Applicable	Not Applicable
7	Fees payable to the regulators including stock exchanges	0.0075	0.26%	--
8	Expenses incurred on printing and distribution of issue stationary	Not Applicable	Not Applicable	Not Applicable
9	Any other fees, commission or payments under whatever nomenclature	2.8316	99.16%	--
10	Total	2.8556	100.00%	--

*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.

E. DISCLOSURES PERTAINING TO WILFUL DEFAULT

- Name of the bank declaring the entity as a willful defaulter: NIL
- The year in which the entity is declared as a willful defaulter: Not Applicable

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- c) Outstanding amount when the entity is declared as a willful defaulter: Not Applicable
- d) Name of the entity declared as a willful defaulter: Not Applicable
- e) Steps taken, if any, for the removal from the list of willful defaulters: Not Applicable
- f) Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions: NIL
- g) Any other disclosure as specified by the SEBI: NIL

F. DISCLOSURES ALONG WITH THE LISTING APPLICATION TO THE STOCK EXCHANGE

The issuer shall ensure that it files the following disclosures along with the listing application to the stock exchange:

- a) The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time and necessary resolutions for allotment of the Debentures.
- b) Copies of audited annual reports of the last three years.
- c) Statement containing particulars of, dates of, and parties to all material contracts and agreements.
- d) Copy of the Board Resolution authorizing the borrowing and list of authorized signatories.
- e) Any other particulars or documents that the Stock Exchange may call for as it deems fit.

G. DISCLOSURES TO THE TRUSTEE

The issuer shall submit the following disclosures to the trustee in electronic form (softcopy) at the time of allotment of the Bonds:

- a) 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 Bonds.
- b) Copy of last three years audited annual reports.
- c) Statement containing particulars of, dates of, and parties to all material contracts and agreements.
- d) 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.
- e) An undertaking to the effect that the Issuer would, till the redemption of the Bonds, 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 Bondholder within two working days of their specific request.

TERMS OF ISSUE

1. Date of passing of board resolution authorizing the offer of securities

12th June 2025

2. Details of the bonds proposed to be issued and listed

Unsecured, Subordinated, Listed, Rated, Fully paid-up, Taxable, Non-Convertible, Redeemable, Basel III compliant Tier 2 Bonds in nature of debentures of Face value of Rs 1 Crore each for inclusion in Tier 2 Capital in dematerialized form made in compliance with the applicable regulations specified by SEBI, the RBI guidelines and other applicable laws.

3. Applicable Regulation

The present issue of Bonds is being made in pursuance RBI Guidelines consolidating the regulations on prudential norms on capital adequacy including RBI's Basel III Capital Regulations covering terms and conditions for issue of debt capital instrument for inclusion as Tier 2 Capital as amended or replaced from time to time. In the event of any inconsistency in terms of the Bonds as laid down in any of the transaction document(s) and terms of the RBI Guidelines, the provisions of the RBI Guidelines shall prevail.

The issue of Bonds and the terms and conditions of the Bonds will be subject to the applicable guidelines issued by the Reserve Bank of India and the Securities and Exchange Board of India (SEBI) from time to time.

Any disputes arising out of this issue will be subject to exclusive jurisdiction of the district courts of city of Bengaluru. The bank can issue the bonds proposed by it in view of the present approvals and no further internal and external permission/approval(s) is/are required to undertake the proposed activity.

4. Objects of the Issue

The proposed Issue is being made for augmenting Tier 2 Capital (As per the terms defined in RBI Guidelines and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines.

5. Price at which the security is being offered including the premium, if any

Each of the Bonds have a face value of Rs. 1,00,00,000 (Rupees One Crore only), with no premium.

6. Name and address of the valuer who performed valuation of the security offered

Not applicable, as the Bonds being offered are unsecured and are being issued at par.

7. Amount intended to be raised

Aggregate Total Issue size not exceeding Rs 5,000 crore, (Rupees Five Thousand Crore only), with a base issue size of Rs 2,000 crore (Rupees Two Thousand Crores only) and a green shoe option to retain oversubscription up to Rs 3,000 crore (Rupees Three Thousand Crores only) through private placement.

8. Authority for the Issue

The present issue of Bonds is being made pursuant to the resolution of the Board of Directors dated 02.02.2026 authorizing issue of Bonds offered under terms of this Key Information Document.

The bank can issue the bonds proposed by it in view of the present approvals and no further internal and external permission/approval(s) is/are required 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 Debenture Trustee Regulations, the SEBI LODR Regulations, SEBI NCS Regulation, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, terms of this Key Information Document, instructions contained in the Application Form and other terms and conditions as may be incorporated in the Debenture Trustee Agreement. 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 & issue of capital and listing of securities issued from time to time by the Government of India (GOI), Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), concerned Stock Exchange or any other documents that may be executed in respect of the Bonds.

9. Terms of raising securities

Unsecured, Subordinated, Listed, Non-Convertible, Fully Paid Up, Taxable, Redeemable Basel III-compliant Tier 2 Bonds in dematerialized form for inclusion in Tier 2 capital.

10. Paid in status

Fully paid in Restricted

11. Maturity period

Ten Years from the Deemed date of allotment.

12. Rate of interest

The Bonds have been issued with a fixed rate of interest.

13. Put and Call Option

In pursuance of RBI Guidelines consolidating the regulations on prudential norms on capital adequacy including RBI's Basel III Capital Regulations covering terms and conditions for issue of debt capital instrument for inclusion as Tier 2 Capital (Part D of Chapter III) as amended or replaced from time to time. The Bonds shall not have any "Put Option".

The Bonds may have "Call Option" exercisable at the initiative of the Bank only after a minimum of Five years, subject to compliance with the terms specified in the RBI Regulations. Therefore, (i) the Bondholder(s) shall not have any right to exercise Put Option; and (ii) the Issuer shall not have right to exercise Call Option to redeem the Bonds, in whole or in part, prior to the Redemption Date subject to RBI regulations.

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14. Minimum Subscription

1 Bond (One Bond i.e. Rs. 1 crore) and in multiples of 1 Bond i.e. Rs. 1 crore thereafter.

15. Underwriting

The present Issue of Bonds is on a Private Placement basis and has not been underwritten.

16. Status of Bondholders/ Seniority of Claim

The claims of the Bondholders shall be:

- Senior to the claims of Investors in Instruments eligible for inclusion in Tier 1 Capital issued by the bank;
- Subordinate to the claims of all depositors and general creditors of the Bank;
- Neither secured nor covered by a guarantee of the Bank or related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis creditors of the Bank.
- 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 this Key Information 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;
- Rank pari-passu without preference amongst themselves and other subordinated debt eligible for inclusion in Tier 2 Capital.

Notwithstanding anything contrary stipulated here, the claims of the Bondholders shall be subject to the provisions of Loss Absorbency, Permanent principal write off on PONV Trigger Event and Other Events mentioned in the Key and this Term Sheet.

17. Loss Absorption Features

The Bonds shall be subjected to loss absorbency features applicable for non-equity capital instruments vide RBI Guidelines consolidating the regulations on prudential norms on capital adequacy including RBI's Basel III Capital Regulations covering terms and conditions for issue of debt capital instrument for inclusion as Tier 2 Capital (Part D of Chapter III) as amended from time to time..

Accordingly, the Bonds at the option of RBI, shall be permanently written off on the occurrence of the trigger event called the Point of Non-Viability (PONV).

18. PONV Trigger

The PONV Trigger event shall be the earlier of:

- A decision that a conversion (Conversion means full conversion to common shares) or write-off (Write off means fully and permanently write-off), without which the Bank would become nonviable, is necessary, as determined by the Reserve Bank of India; and

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- b) The decision to make a public sector injection of capital, or equivalent support, without which the Bank would have become non-viable, as determined by the relevant authority.

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.

For this purpose, the Bank will be considered non-viable if:

The Bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the Reserve Bank of India unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern. The difficulties faced by the Bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 Capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures would include write-off / conversion of non-equity regulatory capital into common shares in combination with or without other measures as considered appropriate by the Reserve Bank. In rare situations, a bank may also become non-viable due to non-financial problems, such as conduct of affairs of the bank in a manner which is detrimental to the interest of depositors, serious corporate governance issues, etc. In such situation's raising capital is not considered a part of the solution and therefore, may not attract provisions of this framework.

The Bank facing financial difficulties and approaching a PONV will be deemed to achieve viability if within a reasonable time in the opinion of RBI, it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including augmentation of equity capital through write-off/conversion/public sector injection of funds are likely to:

- 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; and
- c) Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.

Restricted

The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write-off.

The amount to be converted/written-off will be determined by RBI. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level may trigger write-off.

If a PONV Trigger (as described below) occurs, the Issuer shall:

- (a) Notify the Trustee,
- (b) Cancel any Coupon which is accrued and unpaid on the bonds as on the write off date; and
- (c) 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 subject as is otherwise required by the RBI at the relevant time. The issuer will affect a write off within 30 days of the PONV write off amount being determined and agreed with the RBI.

Write off for PONV means full and permanent write off.

In any case it should be noted that following writing off of the Bonds and claims and demands as noted above neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to any Bondholder or any other person claiming for

or on behalf of or through such holder and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated. Unless otherwise specified in this Key Information Document, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/ amendment thereof), whether senior or pari-passu or subordinate, and whether a Tier I capital or otherwise shall not be required before the write off of any of the Bonds and there is no right available to the Bondholder hereof or any other person claiming for or on behalf of or through such holder to demand or seek that any other regulatory capital be subject to prior or simultaneous write off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.

19. Purchase/ funding of bonds by the Bank

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.

20. Terms of Payment

The full-face value of the Bonds applied for is to be paid along with the Application Form. Applicant(s) need to send in the Application Form and the application amount through RTGS for the full value of Bonds applied for.

Face Value per Bond	Minimum Application Size	Amount Payable on Application per Bond
Rs.1 Crore	1 Bond and in multiples of 1 Bond thereafter	Minimum is Rs 1 crore and in multiples of Rs 1 crore

21. Deemed Date of Allotment

Interest on Bonds shall accrue to the Bondholders on the Deemed date of allotment. All benefits under the Bonds including payment of interest will accrue to the Bondholders from and including 27-02-2026 which shall be the Deemed Date of Allotment. All benefits relating to the Bonds will be available to the applicants 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)/ date(s) of allotment at its sole and absolute discretion without any notice. If the issue closing date/ pay in dates is/are changed (pre-poned / postponed), the Deemed Date of Allotment may also be changed (pre-poned / postponed) by the Bank at its sole and absolute discretion.

22. Trading of Bonds

The marketable lot for the purpose of trading of Bonds shall be 1 (one) Bond of face value of Rs.1 Crore each. Trading of Bonds would be permitted in Demat mode only in standard denomination of 1 bond of Rs.1 Crore 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 nation-wide trading terminal or such other platform as may be specified by SEBI.

23. Mode of Transfer of Bonds

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.

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.

24. Common Form of Transfer

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

25. Interest on the Bonds

The face value of the Bonds, after adjustments and write-off on account of Loss absorbency and other events mentioned in the Summary Term Sheet, shall carry interest at the coupon rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) are mentioned in the Summary Term Sheet.

In pursuance of RBI Guidelines criteria for inclusion of debt capital instruments as Tier 2 Capital, the Bonds shall be either a fixed rate or at a floating rate referenced to a market determined rupee interest benchmark rates. Further, the Bonds shall not have a credit sensitive coupon feature, i.e. a coupon that is reset periodically based in whole or in part on Bank's credit standing.

The interest will be paid to those bondholders whose name appears on the record of the Depositories as on the Record Date. Interest will be paid by RTGS/NEFT/ Pay Orders/ Demand Drafts.

26. Deduction of Tax at Source

Tax as applicable under the IT Act or any other statutory modification or re-enactment thereof will be deducted at source out of interest payable on Bonds. Tax exemption certificate/documents, 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 calendar working days before the interest payment days.

The tax exemption certificate/declaration of non-deduction of tax at source on interest on application money should be submitted along with application form. Where any deduction of income tax is made at source, the bank shall send to the bond holders 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 consultants.

Tax deducted at source will be paid to income tax authorities on accrual or payment whichever is earlier.

27. Redemption/Maturity:

Redemption date	27-02-2036 subject to issuer call, tax call and regulatory call, if any and provided that the bonds have not been written off on account of PONV and/or any other event on account of RBI guidelines. In case of exercise of call option, the redemption shall be made on call option date.
Redemption amount	At par (Rs 1,00,00,000/- Per bond) along with interest accrued till one day prior to the redemption date subject to adjustments and write off on account of "loss absorbency" and "other events" mentioned in this Term sheets In case of redemption due to exercise of call option or otherwise in accordance with RBI guidelines, the Bonds shall be redeemed at par along with interest accrued till one day prior to the Call Option Date subject to adjustments and/or write-off on account of Loss Absorbency, PONV and Other Events as mentioned in this Term Sheet.

28. Settlement/ Payment on Redemption

Payment of interest and repayment of principal shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ NECS/ RTGS/ NEFT mechanism in the name of the Bondholders whose name appear on the List of Beneficial Owners given by Depository to the Bank as on the Record Date.

The Bonds shall be taken as discharged on payment of the redemption amount by the Bank on the Redemption Date to the list of Beneficial Owners as provided by NSDL/ CDSL/ Depository Participant as on Record Date. Such payment will be a legal discharge of the liability of the Bank towards the Bondholders. On such payment being made, the Bank shall inform NSDL/ CDSL/ Depository Participant and accordingly the account of the Bondholders with NSDL/ CDSL/ Depository Participant shall be adjusted.

The Bank's liability to the Bondholders towards all their rights including for payment or otherwise shall cease and stand extinguished from the due date of redemption in all events. Further the Bank will not be liable to pay any interest or compensation from the Redemption Date. On the Bank's dispatching/ crediting the amount to the Beneficiary(ies) as specified above in respect of the Bonds, the liability of the Bank shall stand extinguished.

29. Effect of Holidays

If any coupon payment date, 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. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment dates 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.

If the Call Option Due Date (also being the last Coupon Payment Date, in case call option is exercised) of the Bonds falls on a day that is not a Business Day, the Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.

In the event the Record Date subject to SEBI NCS Regulation/circulars issued by the NSE, record date shall be 15 calendar days prior to the due date of each coupon payment / call option (If Exercised) / Redemption (as the case may be).

30. 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 due date/ exercising of call option, as the case may be. In case, the beneficial owner is not identified by the Depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the beneficial owner is identified by the depository and intimated to the Issuer. On receiving such intimation, the Issuer shall pay the interest or other benefits to the beneficiaries identified, within a period of 15 days from the date of receiving such intimation.

31. 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 Bondholder, 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 Bondholder on production of sufficient documentary proof or indemnity.

Where a non-resident Indian becomes entitled to the Bond by way of succession, all such procedures and compliances as may be required under Foreign Exchange Management Act, 1999 as amended from time to time. The following steps have to be complied:

- (a) 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.
- (b) 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.

32. APPLICATION PROCESS

Who Can Apply

In terms of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations") along with the SEBI Master Circular for issue, Qualified Institutional Buyers ("QIBs") are allowed to participate in the issuance of the Bonds. The Tier 2 Bonds to be issued under the Key Information Document and other transaction documents have the relevant features, hence the SEBI Master Circular will be applicable.

Only those investors who are permitted to invest in this issue as per RBI Guidelines and SEBI NCS Regulations, applicable for issuance and listing of these Bonds.

The investors who fall under the definition of "Qualified Institutional Buyers" (QIB) under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time are eligible to participate in the offer (being "Eligible Investors"). The investors who fall under the definition of QIB are as follows:

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- i. a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI;
- ii. a foreign portfolio investor (FPI)* 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.

The following class of investors are not eligible to participate in the offer:

- i. Resident Individual Investors;
- ii. Foreign Nationals;
- iii. any related party over which the Bank exercises control or significant influence (as defined under the relevant accounting standards ("Accounting Standards"));
- iv. Persons resident outside India, other than FPIs;
- v. Overseas Corporate Bodies;
- vi. Partnership firms formed under applicable laws in India in the name of the partners;
- vii. Hindu Undivided Families through Karta; and
- viii. Person ineligible to contract under applicable statutory/ regulatory requirements

*Investment by FPIs in Tier 2 instruments raised in Indian Rupees shall be outside the limit of investment in corporate debt instruments, as fixed by the Govt. of India from time to time. However, investments by FPIs in these instruments subject to a separate ceiling of USD 500 million

*Further, Investment by FPIs in the bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the RBI, SEBI or any other regulatory authorities on investment in these Bonds.

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

This being a private placement Issue, the eligible investors who have been addressed through this communication directly and are allowed to participate in terms of Chapter XIII of the SEBI Master Circular, are only eligible to participate.

This Issue is restricted only to the above investors. Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the issue.

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Prior to making any investment in these Bonds, each investor should satisfy and assure himself/herself/itself that he/she/it is authorized and eligible to invest in these Bonds. The Bank shall be under no obligation to verify the eligibility/authority of the investor to invest in these Bonds. Further, mere receipt of this 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.

Notwithstanding any acceptance of bids by the bank on and /or pursuant to the bidding process, on the electronic book platform, (a) if a person, in the bank's view, is not an eligible investor, the Bank shall have the right to refuse allotment of Bonds to such person and reject such person's application; (b) If after applying for subscription to these bonds and / or allotment of bonds to any person, such person(S) becomes ineligible and /or is found to have been ineligible to invest in / hold these bonds , the issuer shall not be responsible in any manner.

33. How to Apply

This being a private placement offer, investors who are established/ resident in India and who have been addressed through this communication directly only are eligible to apply.

All eligible investors should refer the operating guidelines for issuance of debt securities on private placement basis through an Electronic Book Mechanism as available on the website of NSE. Investors will also have to complete the mandatory know your customer verification process. Investors should refer to the Operational Guidelines in this respect. The application form will be filled in by each investor and uploaded in accordance with the SEBI regulatory and Operational Guidelines. Application for the bonds must be in the prescribed forms (enclosed) and completed in BLOCK letters in English as per the instructions contained therein.

- (a) The details of the issue shall be entered on the NSE – EBP platform by the Issuer at least 2 (two) business days prior to the issue opening date, in accordance with the Operational Guidelines,
- (b) The issue will be opened for the bidding for the duration of the bidding window that would be communicated through the issuers bidding announcement in the NSE- EBP platform at least 1 (One) business day before the start of the issue opening date.

Some of the key guidelines in the terms of current Operational Guidelines on issuance of securities on private placement basis through an EBP mechanism, are as follows:

(a) Modification of Bid:

Investors may note that modification of bid is allowed during the bidding period/ window. However, in the last 10 (ten) minutes of the bidding period/ window, revision of bid is allowed only for improvement of coupon/ yield or upward modification of price; and/ or upward revision of the bid amount placed by the investor.

(b) Cancellation of Bid:

Investors may note that cancellation of bid is allowed during the bidding period/ window. However, in the last 10 minutes of the bidding period/ Window, no cancellation of bids is permitted.

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(c) Multiple Bids:

Investors are permitted to place multiple bids on the EBP platform in line with Chapter VI of the SEBI Master Circular read with the NSE EBP Operating Guidelines.

However, investors should refer to the Operational Guidelines prevailing as on the date of the bid.

Payment Mechanism:

Applicants shall make remittance of application money by way of electronic transfer of funds through RTGS/ electronic fund mechanism for credit by the pay-in time in the Bank account of the NSE Clearing Ltd appearing on the NSE EBP platform in accordance with the timelines set out in the Operational Guidelines and the relevant rules and regulations specified by SEBI in this regard. All payment must be made through RTGS as per the Bank details mentioned in the application form/ NSE EBP platform.

The Bank assumes no responsibility for any applications lost in mail. The entire amount of Rs 1 Crore per bond is payable on application.

- (a) Funds payout on 27.02.2026 would be made by NSE clearing limited to the following Bank account of the issuer:

Name of the Banker	Canara Bank
Beneficiary Account Name	CANARA BANK Tier 2 BONDS
Beneficiary Account No.	1589201001274
IFSC Code	CNRB0001589
Address of the Branch	Ground Floor, Canara Bank Building, C-14, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.
Narration	Application Money for the Bond Issue

- (b) Cash, Money Orders, Demand Draft, and Postal Orders shall not be accepted. The issuer assumes no responsibility for any applications lost in mail. The entire amount of Rs 1 Crore per bond is payable on application.
- (c) All application forms duly completed (along with all necessary documents as detailed in this Key Information Document) must be delivered before the closing of the Issue to the Issuer. While forwarding the application form, applicants must ensure that the relevant UTR number/ any other evidence of having remitted the application money is obtained. Detailed instructions of filling up the application form are provided elsewhere in the Key Information Document.
- (d) Applications for the bond must be in the prescribed form (enclosed) and completed in BLOCK LETTERS in English and as per the instructions contained therein. Applications should be for the number of bonds applied by the applicant. Applications not completed in the prescribed manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be filled in the application form. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/redemption warrants.
- (e) The applicant or in the case of an application in joint names, each of the applicant, should mention his/her PAN allotted under the income tax act, 1961 or where the same has not been allotted, the GIR number and the income tax circle/ward/district. As per the provisions of section 139 A(5A) of the income tax act, PAN/GIR number needs to be mentioned on the TDs certificates. Hence, the applicant should mention his PAN/GIR number if the investor does not submit Form 15

G/15AA/other evidence, as the case may be for non-deduction of tax at source. IN case neither the PAN nor the GIR number has been allotted. The applicant shall mention “applied for” and in case the applicant is not assessed to income tax, the applicant shall mention “not applicable” (stating reasons for non-applicability) in the appropriate box provided for the purpose. Application form without this information will be considered incomplete and are liable to be rejected.

- (f) All applicants are requested to tick the relevant columns “category of investors” in the application form. Public/private/religious/charitable trusts, provident funds and other superannuation trusts and other investors requiring “approved security” status for making investments. No separate receipts shall be issued for the application money. However, the issuer receiving the duly completed application form(s) will acknowledge the receipt of the applications by stamping and returning the acknowledgment slip to the applicant. Applications shall be deemed to have been received by the issuer only when submitted to it or on receipt by the registrar as detailed above and not otherwise.
- (g) For further instructions about how to make an application for applying for the Bonds and procedure for remittance of application money, please refer to the Term Sheet and the Application form carefully.

PROCESS FLOW OF SETTLEMENT:

Successful bidders shall make pay-in of funds towards the allocation made to them, in the Bank account of the NSE Clearing Ltd, on or before 10:30 A.M on the Deemed Date of Allotment. The fund pay-in by the successful bidders will be made only from the Bank accounts, which have been provided/ updated in electronic book mechanism system. Upon the transfer of funds into the aforesaid account and the Issuer confirming its decision to proceed with the allotment of the Debentures in favor of the Debenture Holder(s) to the NSE Clearing Ltd, the R&T Agent shall provide the corporate action file along with all requisite documents to the depositories by 12:00 hours and subsequently, the pay-in funds shall be released into the Issuer’s Bank account.

Restricted

34. Force Majeure

The Bank reserves the right to withdraw the issue prior to the Issue Closing Date in the event of any unforeseen development adversely affecting the economic and regulatory environment or any other force majeure condition including any change in applicable law.

35. Applications Under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/ document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the Bank or to the Registrars or to such other person(s) at such other address(es) as may be specified by the Bank from time to time through a suitable communication.

36. Application by Mutual Funds

In case of applications by Mutual Funds, a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the Asset Management Company/ Trustees/ Custodian clearly indicate their intention as to the scheme for which the application has been made.

37. 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.

38. 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.

39. Right of Bondholder(s)

Bondholder is not a shareholder. The Bondholders will not be entitled to any other rights and privilege of shareholders other than those available to them under statutory requirements. The Bond(s) shall not confer upon the holders the right to receive notice, or to attend and vote at the General Meeting of the Bank. The principal amount and interest on the Bonds will be paid to the registered Bondholders only, and in case of Joint holders, to the one whose name stands first in the Register of Bond holders.

Besides the above, the Bonds shall be subject to the provisions of the Banking Regulation Act, 1949, as amended, the terms of this Bond Issue and the other terms and conditions as may be incorporated in the Debenture Trusteeship Agreement and other documents that may be executed in respect of these Bonds.

40. 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.

Further, the Bank shall be entitled (without obtaining a prior approval from Bondholders) to make any modifications in this Key Information Document which in its opinion is of a formal, minor and technical nature or is to correct a manifest error.

41. Future Borrowings

The Bank shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form as also issue Bonds/ Debentures/ Notes/ other securities in any manner with ranking as pari-passu basis or otherwise and to change its capital structure, including issue of shares of any class or redemption or reduction of any class of paid up capital, on such terms and conditions as the Bank may think appropriate, without the consent of, or intimation to, the Bondholder(s) or the Trustees in this connection.

42. Notices

All notices required to be given by the Bank or by the Trustees 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" and "Payment on Redemption" shall be sent by registered post or by hand delivery to the Bank or to such persons at such address as may be notified by the Bank from time to time.

43. 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 subject to provisions contained in the Companies Act, 2013 and the amendments there to.

44. Disputes & Governing Law

The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Bengaluru, Karnataka.

45. Investor Relations and Grievance Redressal

Arrangements have been made to redress investor grievances expeditiously as far as possible, the issuer endeavours to resolve the investor's grievances within 30 days of its receipt. All grievances related to the issue quoting the Application Number (including prefix), number of Bonds applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at registered office of the issuer. All investors are hereby informed that the Bank has appointed a Compliance Officer who may be contacted in case of any pre-issue/ post-issue related problems such as non-credit of letter(s) of allotment/ bond certificate(s) in the Demat account, non-receipt of refund order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given elsewhere in this Key Information Document.

46. Credit Rating for the Bonds

India Ratings Limited have vide their letter dated February 13, 2026, has assigned a credit rating "IND AAA/ STABLE" by India Ratings Limited. Pronounced as "IND Triple A rating with stable outlook" for issue of Basel III Compliant Tier 2 Bonds aggregating upto Rs. 5,000 crore. A copy of rating letter from India Ratings Limited is enclosed elsewhere in this Key Information Document.

ICRA Ratings Limited have vide their letter no. ICRA/Canara Bank/11022026/4 dated February 11, 2026, have assigned a credit rating "ICRA AAA/Stable" by ICRA Ratings Limited. Pronounced as "ICRA Triple A with stable outlook" up for issue of Basel III Compliant Tier 2 Bonds aggregating upto Rs. 5,000 crore.

Other than the credit rating mentioned hereinabove, the Bank has not sought any other credit rating from any other credit rating agency (ies) for the Bonds offered for subscription under the terms of this Key Information Document.

The above rating is not a recommendation to buy, sell or hold securities and applicants should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency. The rating obtained is subject to revision at any point of time in the future. The rating agency has the right to suspend, withdraw the rating at any time on the basis of new information etc.

47. Trustees for the Bondholders

In accordance with the provisions of (i) Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide circular no. SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended (ii) Section 117B of the Companies Act, 1956 (1 of 1956) and Section 71 of the Companies Act, 2013 to the extent in force and notified respectively and (iii) Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Bank has appointed Beacon Trusteeship Limited to act as Trustees ("Trustee") for and on behalf of the holder(s) of the Bonds.

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The address and contact details of the Trustees are as under:



5W, 5th Floor, Metropolitan Building,
 E Block, Bandra Kurla Complex (BKC),
 Bandra (East), Mumbai 400 051
 Phone: 022- 4606 0278
 Website: www.beacontrustee.co.in

A copy of letter from **Beacon Trusteeship Limited** vide their letter dated 06-02-2026 conveying their consent to act as Trustees for the current issue of Bonds is enclosed elsewhere in this Key Information Document.

The Bank confirms that the Debenture Trusteeship Agreement has been duly executed in favour of the Trustees in accordance with the applicable provision and SEBI NCS Regulations. The Debenture Trusteeship Agreement shall contain such clauses as may be prescribed under section 71 of the Companies Act, 2013 and those mentioned in Schedule IV of the Securities and Exchange Board of India (Debenture Trustees) Regulations. Further, the Debenture Trusteeship Agreement shall not contain a clause which has the effect of (i) limiting or extinguishing the obligations and liabilities of the Trustees or the Bank in relation to any rights or interests of the holder(s) of the Bonds, (ii) limiting or restricting or waiving the provisions of the Securities and Exchange Board of India Act, 1992 (15 of 1992); Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008; Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 and circulars, regulations or guidelines issued by SEBI and (iii) indemnifying the Trustees or the Bank for loss or damage caused by their act of negligence or commission or omission.

The Bondholder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Trustees or any of their agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Bonds as the Trustees may in their absolute discretion deem necessary or require to be done in the interest of the Bondholders. Any payment made by the Bank to the Trustees on behalf of the Bondholder(s) shall discharge the Bank pro tanto to the Bondholder(s). The Trustees shall protect the interest of the Bondholders in the event of default by the Bank in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Bank. No Bondholder shall be entitled to proceed directly against the Bank unless the Trustees, having become so bound to proceed, fail to do so.

The Trustees 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 Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations (1993), the Debenture Trusteeship Agreement, Key Information Document and all other related transaction documents, with due care, diligence and loyalty.

The Trustees shall be vested with the requisite powers for protecting the interest of holder(s) of the Bonds including but not limited to the right to appoint a nominee director on the Board of the Bank in consultation with institutional holder(s) of such Bonds, in accordance with applicable laws. The Trustees shall ensure disclosures of all material events on an ongoing basis.



The Bank shall, till the redemption of Bonds, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information such as Statement of Profit & Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Listing Agreements amended. Besides, the Bank shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustees and the Trustees shall be obliged to share the details so submitted with all "Qualified Institutional Buyers" (QIBs) and other existing Bondholder(s) within two working days of their specific request.

48. Stock Exchange Where Bonds Are Proposed to be Listed

The Bonds are proposed to be listed on the Wholesale Debt Market (WDM) segment of National Stock Exchange of India Limited ("NSE"). The Bank made an application to NSE for seeking its in-principle approval for listing of Bonds offered under the terms of this Key Information Document and received an in-principle approval from the NSE vide letter Ref No: NSE/LIST/9792 Dated 25.11.2025. A copy of the in-principle approval received from NSE is attached as Annexure-VI in this Key Information Document.

In pursuance of SEBI NCS Regulations 2021, the Bank shall make listing application to NSE within 3 days from the date of closure of issue and seek listing permission within 3 days from the date of closure of issue. In the event of delay in listing of Bonds beyond 3 days from the date of closure of issue the Bank shall pay penal interest of 1.00% p.a. over the Coupon Rate from the expiry of 3 days from the date of allotment till the listing of Bonds to the Bondholder(s).

49. Material Contracts & Agreements Involving Financial Obligations of The Issuer

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

A. Material contracts

- (a) Letter appointing Registrars and Agreement entered into between the Bank and the Registrars.
- (b) Letter appointing Trustees to the Issue.

B. Documents

The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:

- (a) Board resolution dated 12th June 2025, authorizing issue of Bonds offered under terms of this Key Information Document.
- (b) Letter of consent from the Trustees for acting as trustees for and on behalf of the holder(s) of the Bonds.
- (c) Letter of consent from the Registrars for acting as Registrars to the Issue.
- (d) Letter from NSE conveying in-principle approval for listing & trading of Bonds
- (e) Letter from ICRA Ratings Limited conveying the credit rating for the Bonds.
- (f) Letter from India Ratings Limited conveying the credit rating for the Bonds.
- (g) Tripartite Agreement between the Bank, NSDL and Registrars for issue of Bonds in dematerialized form.
- (h) Tripartite Agreement between the Bank, CDSL and Registrars for issue of Bonds in dematerialized form.

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DISCLOSURE PERTAINING TO WILLFUL DEFAULT

a) Name of the Bank declaring the entity as a wilful defaulter	NIL
b) The year in which the entity is declared as a wilful defaulter	Not Applicable
c) Outstanding amount when the entity is declared as a wilful defaulter	Not Applicable
d) Name of the entity declared as a wilful defaulter	Not Applicable
e) Steps taken, if any, for the removal from the list of wilful defaulter	Not Applicable
f) Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions	NIL
g) Any other disclosure as specified by SEBI	NIL

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SUMMARY TERM SHEET OF THE ISSUE

1.	Security Name	7.24% Canara Bank Basel III Compliant Tier 2 Bonds Series I - 2036
2.	Series	Series – I
3.	Issuer	Canara Bank (“CB”/ the “Bank”/ the “Issuer”)
4.	Issue Size	Aggregate Total Issue size not exceeding Rs.5,000 crore with a base issue size of Rs.2,000 crore and a Green shoe option to retain oversubscription up to Rs.3,000 crore.
5.	Minimum Subscription	1 Bond (One Bond i.e Rs. 1 crore) and multiple of 1 Bond i.e Rs. 1 crore thereafter.
6.	Option to retain oversubscription	Rs. 3000 Crore (Rupees Three Thousand Crore Only)
7.	Accepted Amount	Rs. 5,000 crore (Rupees Five Thousand Crore Only)
8.	Type of Instrument	Unsecured, Subordinated, Listed, Rated, Non-Convertible, Redeemable, Fully-paid-up, Taxable, Basel III Compliant Tier 2 Bonds in the nature of Debentures of face Value Rs 1 crore each
9.	Nature of Instrument	Unsecured, Subordinated, Listed, Non-Convertible, Redeemable, Fully-paid-up, Taxable, Basel III Compliant Tier 2 Bonds. The bonds are neither secured nor covered by a guarantee of the Bank nor related entity or other arrangements that legally or economically enhances the seniority of the claim of the bondholder vis-à-vis other creditors of the Bank.
10.	Objects of the Issue/Purpose for which there is requirement of funds	Augmenting overall capital of the Bank, including Tier 2 Capital, for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI Guidelines.
11.	Details of the Utilization of Issue Proceeds	The funds being raised by the Bank through the present Issue are not meant for financing any particular project. The Bank shall utilize the proceeds of the issue for augmenting overall capital of the Bank, including Tier 2 Capital, for strengthening its capital adequacy and for enhancing its long-term resources in accordance with RBI/ SEBI/ Stock Exchange(s) Guidelines. The Bank undertakes that the 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).
12.	Status of Bonds/Seniority of the Claims	The claims of the Bondholders in the Bonds shall be –

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		<p>i. Senior to the claims of investors in instruments eligible for inclusion in Tier I Capital of the Bank;</p> <p>ii. Subordinate to the claims of all depositors and general creditors of the Bank;</p> <p>iii. Neither secured nor covered by a guarantee of the Bank or 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 claims of such subsequent bond holders are senior or subordinate to the Bonds issued under this Key Information 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. 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 I and Tier 2 capital shall have meaning ascribed to such terms under Prudential Norms on Capital Adequacy.</p> <p>Notwithstanding anything contrary stipulated herein, the claims of the Bondholders shall be subject to the provisions of Loss Absorbency, Permanent principal write off on PONV Trigger Event and Other Events mentioned in the Key Information Document and this Term Sheet.</p>
13.	Listing	<p>Proposed on the Wholesale Debt Market (WDM) Segment of NSE.</p> <p>The Issuer has received in-principle approval for listing of these Bonds from NSE vide their letter Ref. No.: NSE/LIST/9792 dated 25/11/2025.</p> <p>The issuer shall make listing application to NSE and seek listing permission within 3 days from the issue closure date (being the date on which bids are accepted on the electronic bidding platform) of bonds.</p>

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		Designated Stock Exchange for the Issue is: NSE
14.	Credit Rating	<p>“ICRA AAA/Stable” by ICRA Ratings Ltd, pronounced as “ICRA Triple A rating with stable outlook”</p> <p>and</p> <p>“IND AAA/Stable” by India Ratings Limited, pronounced as “IND Triple A rating with stable outlook”</p>
15.	Mode of Issue	Private Placement through Electronic Bidding Platform (EBP) of NSE (National Stock Exchange)
16.	Issuance Mode	Only in dematerialized form
17.	Type of Bidding	Closed Bidding; on Electronic Bidding Platform (EBP) of NSE (National Stock Exchange)
18.	EBP Platform	NSE
19.	Manner of allotment	Uniform Coupon/Yield
20.	Eligible Investors	<p>Only those investors who are permitted to invest in this issue as per RBI Guidelines and SEBI NCS Regulations, applicable for issuance and listing of these Bonds.</p> <p>The investors who fall under the definition of “Qualified Institutional Buyers” (QIB) under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time are eligible to participate in the offer (being “Eligible Investors”). The investors who fall under the definition of QIB are as follows:</p> <ul style="list-style-type: none"> i. a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI; ii. a foreign portfolio investor (FPI)* 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;

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		<p>viii. a provident fund with minimum corpus of twenty-five crore rupees;</p> <p>ix. a pension fund with minimum corpus of twenty-five crore rupees;</p> <p>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;</p> <p>xi. Insurance funds set up and managed by army, navy or air force of the Union of India; and</p> <p>xii. Insurance funds set up and managed by the Department of Posts, India; and</p> <p>xiii. Systemically important non-banking financial companies.</p> <p>The following class of investors are not eligible to participate in the offer:</p> <ol style="list-style-type: none"> Resident Individual Investors; Foreign Nationals; any related party over which the Bank exercises control or significant influence (as defined under the relevant accounting standards ("Accounting Standards"); Persons resident outside India, other than FPIs; Overseas Corporate Bodies; Partnership firms formed under applicable laws in India in the name of the partners; Hindu Undivided Families through Karta; and Person ineligible to contract under applicable statutory/ regulatory requirements <p><i>*Investment by FPI in Tier 2 instruments raised in Indian Rupees shall be outside the limit of investment in corporate debt instruments, as fixed by the Govt. of India from time to time. However, investments by FPIs in these instruments subject to a separate ceiling of USD 500 million. Further, Investment by FPIs in the bonds raised in Indian Rupees shall be subject to compliance with terms and conditions stipulated by the RBI, SEBI or any other regulatory authorities on investment in these Bonds.</i></p> <p>The issuance being a private placement through the EBP Platform, the investors who have bid on its</p>
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		<p>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 EBP platform operating guidelines are only eligible to apply. Any other application shall be at the sole discretion of the issuer.</p> <p>This being a private placement Issue, the eligible investors who have been addressed through this communication directly and are allowed to participate in terms of Chapter XIII of the SEBI Master Circular, are only eligible to participate.</p> <p>This Issue is restricted only to the above investors. Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the issue.</p> <p>Prior to making any investment in these Bonds, each investor should satisfy and assure himself/herself/itself that he/she/it is authorized and eligible to invest in these Bonds. The Bank shall be under no obligation to verify the eligibility/authority of the investor to invest in these Bonds. Further, mere receipt of this 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(s) becomes ineligible and /or is found to have been ineligible to invest in / hold these bonds , the issuer shall not be responsible in any manner.</p>
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21.	Trading Mode	Only in dematerialized form
22.	Security	Unsecured
23.	Undertaking on creation of security	Not Applicable. The Bonds are unsecured in nature and hence no permission or consent from any earlier creditor is required for security creation.
24.	Convertibility	Non-Convertible
25.	Face Value	Rs.1,00,00,000/- (Rupees One Crore only)
26.	Trading Lot	The minimum trading lot size shall be as required under Chapter XIII of the SEBI Master Circular as amended from time to time.
27.	Issue Premium	Nil
28.	Discount at which security is issued and the effective yield as a result	Nil
29.	Issue Price	At par i.e. Rs 1,00,00,000 (Rupees One Crore Only) per Bond.
30.	Minimum Application and in multiples of thereafter	1 Bond (i.e. Rs 1 crore) and in multiples of 1 bond thereafter
31.	Minimum Subscription	1 Bond (i.e. Rs 1 crore) and in multiples of 1 bond thereafter
32.	Tenor	10 years subject to exercise of call option, Regulatory Call, Tax Call and adjustments and/or write-off on account of "Loss Absorbency", "Write-off on PONV Trigger Event" & "Other Events" as mentioned in this Summary Term Sheet.
33.	Redemption date	27-02-2036 subject to Issuer Call, Tax Call and Regulatory Call, if any provided that the bonds have not been written off on account of PONV and/or any other events on account of RBI guidelines. In case of exercise of call option, redemption shall be made on call option date.
34.	Redemption Premium	Nil
35.	Redemption Discount	Nil
36.	Redemption Amount	At par along with interest accrued till one day prior to the Redemption Date subject to adjustments and/ or write off on account of "Loss absorbency", "Permanent principal write off on PONV Trigger"

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		<p>Event & “Other Events” as mentioned in this term sheet.</p> <p>In case of redemption due to exercise of call option or otherwise in accordance with RBI guidelines, the Bonds shall be redeemed at par along with interest accrued till one day prior to the Call option date subject to adjustments and/ or write off on account of “Loss absorbency”, “Permanent principal write off on PONV Trigger” Event & “Other Events” as mentioned in this term sheet.</p>
37.	Coupon Rate	7.24% per annum subject to “Loss absorbency”, “Permanent principal write-off on PONV Trigger Event” and “Other Events” mentioned in this Term Sheet
38.	Disclosure of Interest/Dividend/Redemption dates	Kindly refer the Cash Flow Schedule
39.	Coupon Reset Process	Not Applicable
40.	Coupon Type (Fixed, Floating or other structure)	Fixed
41.	Coupon Payment Frequency	Annual
42.	Cumulative or Non-Cumulative	Not Applicable
43.	Coupon Payment Dates	On the anniversary of deemed date of allotment every year till redemption of bonds. Kindly refer the Cash Flow Schedule
44.	Computation of Interest/Day count Basis	<p>The interest for each of the interest periods shall be computed as per Actual/ Actual day count convention on the face value/ principal outstanding at the coupon rate rounded-off to the nearest rupee. (As per SEBI Master Circular) on the face value / Principal Outstanding after adjustments and write off on account of “Loss absorbency”, “Write-off on PONV Trigger Event” and “Other events” mentioned in this Summary Term Sheet, at the Coupon rate Rounded off to the Nearest Rupee.</p> <p>The Interest period means each period beginning on (and including) the deemed date of allotment or any coupon payment date and ending on (but excluding) the next coupon payment date/ Issuer Call date, tax call date or regulatory call date (as defined later) (if exercised).</p> <p>It is clarified that in case of Coupon payment in a leap year, if February 29 falls during the tenor of the bonds then the number of days shall be reckoned as 366 days (actual/ actual day count convention) for a whole 1 year period.</p>

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45.	Step Up/ Step Down Coupon Rate	Not Applicable
46.	Record Date	Subject to SEBI NCS Regulations/Circulars issued by the NSE, record date shall be 15 calendar days prior to the due date of each coupon payment/Call option (If Exercised)/ Redemption (as case maybe)
47.	Interest on Application Money	<p>This shall be paid at the coupon rate (subject to deduction of Income Tax as per the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Bonds for the period starting from and including the date of realization of application money in Issuer's Bank Account up 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 valid applications, including the refunds. For the application amount that has been refunded, the Interest on application money will be paid along with the refund orders and for the application amount against which Bonds have been allotted, the Interest on application money will be paid within ten working days from the Deemed Date of Allotment. Where an applicant is allotted lesser number of Bonds than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on refunded money.</p> <p>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 a person who is not an eligible investor. If the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.</p>
48.	Default Interest Rate	In the event of delay in the payment of interest amount and/ or principal amount on the applicable due date(s), the Issuer shall pay additional interest of 2% per annum in addition to the respective Coupon Rate payable on the Bonds, on such amounts due, for the defaulting period, in

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		accordance with the SEBI NCS Regulations and other Applicable Law.
49.	Put Option Date	Not applicable
50.	Put Option Price	Not applicable
51.	Put Notification Time	Not applicable
52.	Call Option Price	At par, i.e. 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 absorbency and other events mentioned in the summary term sheet.
53.	Call Option Date	On the 5 th anniversary date from the deemed date of allotment or any anniversary date thereafter with prior approval of RBI, subject to "Tax call"/ "Regulatory Call". In case of "Tax Call" or "Regulatory Call", the date may be as specified in the notice to debenture trustees.
54.	Call Notification Time	21 calendar days prior to the date of exercise of call option, i.e., Issuer Call, Tax Call or Regulatory Call.
55.	Conditions for exercise of Call Option	<p>i. Issuer Call: On or after the (5th) fifth anniversary date from the Deemed Date of Allotment, 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 Call (which notice shall specify the date fixed for exercise of the Issuer Call)</p> <p>The issuer call, which is discretionary, may or may not be exercised on the (5th) fifth Anniversary from the deemed date of allotment i.e. the fifth coupon payment date or any coupon payment date thereafter. The Issuer Call may be exercised only after a minimum of five years 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,</p>

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		<p>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> <p>Here, minimum refers to Common Equity Tier 1 of 8% of RWAs (including capital conservation buffer of 2.5% RWAs) and Total Capital of 11.50% of RWAs including any additional capital requirement identified under Pillar 2.</p> <p>ii. <u>Tax Call:</u></p> <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 regulatory classification subject to adjustment on account of "Loss Absorbency", "Permanent principal write off on PONV Trigger" Event & "Other Events" as 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 there under) 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 the Coupon on the Bonds.</p> <p>The exercise of Tax Call by the issuer is subject to the requirements set out in the Prudential Norms on Capital Adequacy. 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 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>
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		<p>iii. Regulatory Call</p> <p>If a Regulatory Event (described below) has occurred and continuing, then the Issuer may be 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 Absorbency”, “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 a downgrade of the Bonds in regulatory classification i.e. Bonds are excluded from the Tier 2 Capital of the issuer.</p> <p>The exercise of Regulatory Call by the Issuer is subject to requirements set out in the RBI 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>
56.	Business Day Convention	<p>“Business Day” shall be all days (excluding Sundays and Public Holidays and Saturdays on which the Bank is not open) on which commercial banks are open for business 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>
57.	Depository	National Securities Depository Ltd (NSDL) & Central Depository Services (India) Ltd (CDSL)
58.	Provisions related to Cross Default	Not Applicable
59.	Settlement mode of the Bond	<p>Payment of interest and repayment of principal amount 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</p>

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		through NSE Clearing Corporation Limited (NSCCL)
60.	Settlement Cycle for EBP	T+1 or 2 (From the date of Issuance)
61.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	On occurrence of an Event of Default, the Debenture Trustee shall follow the procedure mentioned in the Debenture Trust Deed. Notwithstanding anything contained in the Debenture Trust Deed, in case of an Event of Default, the Trustee shall follow the process laid down by SEBI or RBI for handling defaults as may be applicable to these Bonds.
62.	Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> Letter appointing Trustee to the Bondholders Debenture Trusteeship Agreement / Debenture Trust Deed; Letter appointing Registrar and Agreement entered into between the Issuer and the Registrar; Rating Agreement with ICRA Ratings Limited and India Ratings Limited; Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form; Tripartite Agreement between the Issuer; Registrar and CDSL for issue of Bonds in dematerialized form; Letter appointing Registrar and Transfer Agent; Listing Agreement with NSE. This Key Information Document with application form.
63.	Conditions precedent to subscription of Bonds	<p>The subscription from applicants shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ol style="list-style-type: none"> Rating letter from ICRA Ratings Limited & India Ratings Limited not being more than one month old from the date of issuance; Consent letter from the Trustees to act as Trustee to the Bondholder(s); Letter from NSE conveying in-principle approval for listing & trading of Bonds

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		<p>d. Letter from R&T Agent conveying their consent to act as Registrars to the issue.</p> <p>e. Any other documents customary for this transaction.</p>
64.	Conditions subsequent to subscription of Bonds	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per terms mentioned in this Key Information Document:</p> <p>a. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Issue closure date,</p> <p>b. Making listing application to NSE within 3 days from the issue closure date (being the date on which bids are accepted on the electronic bidding platform) in pursuance of SEBI NCS Regulations 2021 as amended from time to time;</p> <p>c. Besides, the issuer shall perform all the activities, whether mandatory or otherwise, as mentioned elsewhere in this Key Information Document.</p>
65.	Recapitalization	Nothing contained in this Key Information Document or any other Transaction documents shall hinder recapitalization by the issuer.
66.	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 Supervision of the Reserve Bank of India, Mumbai.
67.	Discount	The Bonds shall be subjected to a progressive discount for capital adequacy purposes in accordance with RBI Guidelines.
68.	Compliance with Reserve Requirements	The total amount raised by a bank through Tier 2 instruments shall be reckoned as liability for the calculation of net demand and time liabilities for the purpose of reserve requirements and, as such, will attract CRR/SLR requirements.
69.	Default Interest Rate	In case of default in payment of Interest and / or principal redemption on the due dates, additional interest at 2% per annum over the Coupon Rate will be payable by the Issuer for the defaulting period. If the Bank fails to execute the trust deed within prescribed timeline from the closure of the issue, the Bank shall pay additional interest at 2% p.a. to the debenture holders, over and above the agreed coupon rate, till the execution of the trust deed.

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		However, any non-payment of interest and/ or principal on account of RBI guidelines on Basel III capital regulations, Loss absorbency, Write-off on PONV Trigger and other events of this Summary term sheet, no such default interest shall be payable.
70.	Issue Schedule :	
	1. Opening Date and time*	26-02-2026,
	2. Closing Date and time *	26-02-2026,
71.	Pay-In-Date*	27-02-2026
72.	Deemed Date of Allotment*	27-02-2026
<p>* The Bank reserves its sole and absolute right to modify (pre-pone/ post-pone) the above issue schedule without giving any reasons or prior notice. In such a case, applicants shall be intimated about the revised time schedule by the Bank. The Bank also reserves the right to keep multiple Date(s) of Allotment at its sole and absolute discretion without any notice. In case if the Issue Closing Date/ Pay in Dates is/are changed (pre-poned/ post-poned), the Deemed Date of Allotment may also be changed (pre-poned/ post-poned) by the Bank at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates may also be changed at the sole and absolute discretion of the Bank.</p>		
73.	Anchor Portion	No
74.	Total Anchor Portion	NA
75.	Anchor Investors and Quantum allocated to each Anchor Investor	NA
76.	Loss Absorbency	<p>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 RBI Guidelines (Amended from time to time) and are subject to certain Loss Absorbency features as described herein and requirement of Tier 2 Instruments at the point of non-Viability as provided in part E of Chapter III of the aforesaid circular.</p> <p>The write-down will have the following effects:</p> <p>(a) Reduce the claim of the Bonds in liquidation;</p> <p>(b) Reduce the amount re-paid when a call is exercised; and</p> <p>(c) Partially or fully reduce Coupon payments on the Bonds</p>

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77.	Permanent Principal Write off on PONV Trigger Event	<p>The Bonds are issued subject to RBI Guidelines as amended from time to time (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent), and at the option of the RBI, can permanently be written off upon the occurrence of the trigger event, called “Point of Non-Viability Trigger” (PONV Trigger).</p> <p>If a PONV Trigger (as described below) occurs, the Issuer shall:</p> <ol style="list-style-type: none"> Notify the Trustee, Cancel any Coupon which is accrued and unpaid on the bonds as on the write off date; and 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 subject as is otherwise required by the RBI at the relevant time. The issuer will affect a write off within 30 days of the PONV write off amount being determined and agreed with the RBI. <p>The PONV Trigger in respect of the issuer or its group event shall be the earlier of:</p> <ol style="list-style-type: none"> a decision that a conversion or write off, without which the Issuer or its group (as the case may be) would become non-viable, is necessary, as determined by the Reserve Bank of India; and the decision to make a public sector injection of capital, or equivalent support, without which the Issuer or its group (as the case may be) would become non-viable, as determined by the RBI. The PONV trigger will be evaluated both at consolidated and solo level and breach at either level will trigger write off. <p>For this purpose, the Bank may be considered non-viable if:</p> <p>The Bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the Reserve Bank of India unless appropriate measures are taken to revive its operations and thus, enable it to continue</p>
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		<p>as a going concern. The difficulties faced by the Bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 Capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures would include permanent write-off in combination with or without other measures as considered appropriate by the Reserve Bank of India (RBI).</p> <p>RBI would follow a 2 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 issuer 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 information, would help in determining whether the issuer is about to become non viable. These criteria would be evaluated together and not in isolation.</p> <p>Once the PONV is confirmed, the next step would be to decide whether rescue of the issuer would be through write off a loan or write off in conjunction with a public sector injection of funds.</p> <p>The write off of any common equity Tier 1 Capital shall not be required before the write-off of any non equity (Additional Tier I and Tier 2) regulatory capital instrument. The order of 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>Once the principal of the Bonds have been written off pursuant to PONV trigger event, PONV write off, amount will not be restored in any circumstances, including where the PONV trigger event has ceased to continue. A write off due to a PONV Trigger event shall occur prior to any Public</p>
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	<p>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>Any compensation paid to the instrument holders as a result of the write-off must be paid immediately in the form of common shares.</p> <p>If the Bank is amalgamated with any other bank after the Bonds have been written-off permanently, these cannot be written-up by the amalgamated entity.</p> <p>If the RBI or any other relevant authorities decide to reconstitute the issuer or amalgamate the issuer with any other bank under the Section 45 of BR Act, 1949, the Issuer will be deemed as non-viable or approaching non-viability and the PONV Trigger as per RBI Guidelines will be activated. Accordingly, the Bonds will be permanently written- down in full prior to any reconstitution or amalgamation.</p> <p>The Bank facing financial difficulties and approaching a PONV shall be deemed to achieve viability if within a reasonable time in the opinion of 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/public sector injection of funds are likely to:</p> <ol style="list-style-type: none"> Restore confidence of the depositors/ investors; Improve rating/ creditworthiness of the bank and thereby improving its borrowing capacity and liquidity and reduce cost of funds; and Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.
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		<p>The amount to be written-off will be determined by RBI. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level may trigger write-off.</p> <p>Write off for PONV means full and permanent write off.</p> <p>In any case, it should be noted that following writing off of the Bonds and claims and demands as noted above neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to any Bondholder or any other person claiming for or on behalf of or through such holder and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated. Unless otherwise specified in this Key Information Document, the write-off of any common equity or any other regulatory capital (as understood in terms of the aforesaid circular or any replacement/ amendment thereof), whether senior or pari-passu or subordinate, and whether a Tier I capital or otherwise shall not be required before the write off of any of the Bonds and there is no right available to the Bondholder hereof or any other person claiming for or on behalf of or through such holder to demand or seek that any other regulatory capital be subject to prior or simultaneous write off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders.</p>
78.	Events of Default and Treatment in Bankruptcy/ Liquidation	<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-off on PONV Trigger Event, Loss Absorbency and Other Events 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/or the written instructions received from the RBI in this regard,</p>

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		<p>which will have an overriding and binding effect on the Bondholders.</p> <p>The Issuer or the Debenture 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 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 circular SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 Dated August 13, 2025.</p>
79.	Other Events or Treatment in the event of Winding-Up, Amalgamation, Acquisition, Re-Constitution etc. of the Bank	<p>Treatment of Bonds in the event of Winding-Up:</p> <p>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.</p> <p>a. If the Bank goes into liquidation before the Bonds have been permanently written off, these Bonds will absorb losses in accordance with the order of Seniority indicated in this Key Information Memorandum and as per usual legal provisions governing priority of charges;</p>

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		<p>b. If the Bank goes into liquidation after the Bonds have been permanently written off, the holders of these instruments will have no claim on the proceeds of liquidation.</p> <p>Amalgamation of a banking company (section 44A of the Banking Regulations Act, 1949): Subject to the Banking Regulation Act, 1949 as amended</p> <p>a. If the Bank is amalgamated with any other bank before the Bonds have been permanently written-down, the Bonds will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.</p> <p>b. If the Bank is amalgamated with any other bank after the Bonds have been written-down temporarily, the amalgamated entity can write-up these Bonds as per its discretion</p> <p>c. If the Bank is amalgamated with any other bank after the Bonds have been written-down permanently, these cannot be written-up by the amalgamated entity.</p> <p><i>Scheme of reconstitution or amalgamation of a banking company</i></p> <p>If the relevant authorities decide to reconstitute the Bank or amalgamate the Bank with any other bank under the Section 45 of BR Act, 1949, the Bank will be deemed as non-viable or approaching non-viability and the trigger at the point of non-viability for write-off of the Tier 2 instruments will be activated. Accordingly, the Bonds will be fully written-off permanently before amalgamation / reconstitution in accordance with these rules.</p> <p>The Order of write-off of the present Tier 2 Bonds vis-à-vis other capital instruments which the Bank has already issued or may issue in future, will be in accordance with the order of "Seniority of the Bonds" as mentioned earlier in this Key Information Memorandum and per usual legal provisions governing priority of charges.</p>
80.	Order of claims of Basel III Compliant Tier 2 instruments	The order of claims of various types of regulatory capital instruments issued by the Bank and that

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		<p>may be issued in futures shall be as under;</p> <p>Tier 2 instruments shall be senior to the claims of Investors in instruments eligible for inclusion in Tier 1 capital and subordinate to the claims of all depositors and general creditors of the Bank. Tier 2 debt instruments is neither secured nor covered by a guarantee of the issuer or related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis bank creditors.</p> <p>Tier 2 debt instruments will rank pari-passu without preference amongst themselves and other debt instruments irrespective of the date of issue classifying as Tier 2 capital in terms of RBI Guidelines.</p> <p>Unless the terms of any subsequent issuance of Bonds/debentures by the Bank specifies that the claims of such subsequent Bondholders are senior or subordinate to the Bonds issued under this Key Information 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, and shall be on pari-passu ranking with holders of other Tier 2 instruments issued by the Bank.</p> <p>However, the claims of the Bondholders shall be subject to the provisions of loss absorbency, permanent principal write off on PONV trigger event and other events mentioned above.</p>
81.	Prohibition on Purchase / Funding of Instruments	Neither the bank nor a related party over which the bank exercises control or significant influence (as defined under relevant Accounting Standards) should purchase the instrument, nor can the bank directly or indirectly should fund the purchase of the instrument. Banks should also not grant advances against the security of the debt instruments issued by them.
82.	Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of District Courts of Bengaluru, Karnataka.
83.	Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master circular no. RBI/2025-26/08 DOR.CAP.REC.70/21-01-002/2025-26 dated

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		<p>November 28, 2025 (as amended from time to time and/or replace from time to time) which consolidates all instructions on the matter of RBI Guidelines for commercial banks covering terms and conditions for issue of Debt Instruments for inclusion in Tier 2 Capital (Part D of Chapter III of the aforesaid RBI Guidelines and Minimum Requirements to ensure Loss Absorbency of Non-equity Regulatory Capital Instruments at the Point of Non-Viability (Part E of Chapter III of the RBI Guidelines).</p> <p>In the event of any inconsistency in terms of the Bonds as laid down in any of the transaction document(s) and terms of the Master Circular, supremacy of the provisions of the Master Circular over the IM shall prevail.</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 and the Securities and Exchange Board of India (SEBI) from time to time.</p>
84.	Trustees	M/s Beacon Trusteeship Limited
85.	Registrars	M/s Alankit Assignments Limited
86.	Compliance Officer	Company Secretary of the Bank
87.	Role and Responsibilities of Debenture Trustee	<p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debentures Trustees) Regulation, 1993 (DT Regulations), the Debenture Trusteeship Agreement, Key Information Document and all other related transaction documents, with due care, diligence and loyalty.</p>
88.	Risk factors pertaining to the Issue	The Bonds issued are subject to the "Loss Absorbency", "Write-off on PONV Trigger Event" and "Other Events" mentioned in this Summary Term Sheet, please refer Risk Factors of this Key Information Document.

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89.	Convention	“Business Day” shall be all days (excluding Sundays, Public Holidays and Saturdays on which the Bank is not open) on which commercial banks are open for business when the money market is functioning in Mumbai.
90.	Effect of Holiday	<p>If any coupon payment date, 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. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment dates 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 Call Option Due Date (also being the last Coupon Payment Date, in case call option is exercised) of the Bonds falls on a day that is not a Business Day, the Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.</p> <p>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 subject to SEBI NCS Regulations/Circulars issued by the NSE, record date shall be 15 calendar days prior to the due date of each coupon payment/Call option (If Exercised)/Redemption (as case maybe)</p>
91.	Additional Covenants	<u>Delay in Listing:</u> The Issuer shall complete all formalities and seek listing permission within 3 trading days from the issue closure date (being the date on which bids are accepted on the electronic bidding platform). In the event of delay in listing of Bonds beyond 3 days from the issue closure date, the Issuer shall pay penal interest of 1.00% per annum over the Coupon Rate from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).

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92.	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.
93.	Basis of Allocation/ Allotment	The Bank reserves the right to reject any/ all applications fully or partially at its sole discretion, without assigning any reason whatsoever.
94.	Issue Procedure	In pursuance of Chapter VI of the SEBI Master Circular dealing with Electronic Book Provider Platform, it is mandatory that a private placement of debt securities of over Rs.20 crore, including green shoe option, be undertaken through the EBP Platform.
95.	Recovery Expense Fund	The issuer shall create a recovery expense fund in the manner and use it for the purpose as maybe specified by SEBI from time to time.
96.	Condition to Redemption	The Bonds shall be redeemed at par along with interest accrued till one day prior to the Redemption Date, as per the terms of the Key Information Document.
97.	Payment Mode	The remittance of allotment should be made by electronic transfer of funds through RTGS/NEFT mechanism for credit to an Account as mentioned in the allotment letter from the EBP platform.

Note: The Issuer 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 (preponed/ postponed), the Deemed Date of Allotment may also be changed (preponed/ 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.

COVENANTS AND UNDERTAKING BY THE ISSUER

A) Information Covenants

a. Financial Statements

1. The Issuer shall supply to the Trustee (sufficient copies for all NCD Holder(s) if the Debenture Trustee so requests) un-audited or audited quarterly financial results within 45 (forty five) days of the end of each quarter, other than last quarter, for the last quarter of the financial year, the issuer shall supply within 60 (sixty) days from the end of the quarter, and the Unaudited or audited financial statements for a financial year (including statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet), within 60 (sixty) days from the end of the relevant financial year on the same day the information is submitted to stock exchanges;
2. Submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), its provisional quarterly financials, within 45 (Forty Five) days from the close of each of its accounting quarters.
3. Updates on any change, whether directly or indirectly, in its legal or beneficial ownership or control or management to be provided within 15 (fifteen) days of such change.
4. The Issuer shall promptly intimate the Debenture Trustee of any substantial change is made to the general nature and conduct of business of the Issuer from that carried on at the date of this Deed before such change.
5. The Issuer shall promptly intimate the Debenture Trustee of any change in the composition of the Board of the Issuer.
6. The Issuer shall provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law or as may be required by the NCD Holders.
7. The Issuer shall promptly intimate the Debenture Trustee before effecting any change in the shareholding pattern/capital structure of the Issuer.
8. The Issuer shall promptly intimate the Debenture Trustee before formulating any scheme of amalgamation or restructuring and debenture trustee has to furnish NOC to the issuer.

b. Filings with the Stock Exchange

The Issuer shall:

1. while submitting quarterly / annual financial results in accordance with Regulation 52 (as amended from time to time) of the LODR Regulations, shall disclose the following line items along with the financial results (if applicable)

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- i. debt to equity ratio
- ii. debt service coverage ratio;
- iii. interest service coverage ratio
- iv. outstanding redeemable preference shares (quantity and value), if any;
- v. capital redemption reserve/debenture redemption reserve, if any;
- vi. net worth;
- vii. net profit after tax; and
- viii. earnings per share;
- ix. current ratio;
- x. Long Term debt to working capital;
- xi. Bad debts to Account receivable ratio;
- xii. Current liability ratio;
- xiii. Total debt to total assets;
- xiv. Debtors' turnover;
- xv. Inventory turnover (if any);
- xvi. Operating margin percent (if any);
- xvii. Net profit margin percent (if any);

2. In accordance with Regulation 56 of the LODR Regulations, submit the following to the Debenture Trustee:

- i. a copy of the annual report at the same time as it is issued and a copy of the certificate from the Issuer's auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;
- ii. a copy of all notices, resolutions and circulars relating to any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-convertible debt securities), the meetings of holders of non-convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings);
- iii. intimations regarding any revision in the rating or any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer; and

b. Information: miscellaneous

The Issuer shall supply to and/or inform, in writing, the Debenture Trustee:

- i. promptly upon receipt of any demand/notice by the Issuer from a financial creditor or an operational creditor, in relation to any application or proceedings pertaining to insolvency, bankruptcy, winding-up, dissolution etc. under the IBC;
- ii. promptly, if the Issuer has notice of (a) any admission of application for winding up/insolvency having been made or any statutory notice of winding up/insolvency under the IBC or Applicable Law having been received by the Issuer; (b) any proposal by any Governmental Authority or any agency, instrumentality or department thereof to compulsorily nationalize, seize, acquire or otherwise expropriate all or any part of the property or assets of the Issuer or to compulsorily acquire the Issuer;

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(c) any proposed material change in the nature or scope of the business or operations of the Issuer; and (d) initiation of any proceeding, enquiry or investigation by SEBI against the Issuer or its promoters or non-independent directors;

- iii. promptly inform the Debenture Trustee of the occurrence of any event which it becomes aware which might have a Material Adverse Effect means means a material adverse effect on or a material adverse change in the business, operations, property, assets, condition (financial or otherwise) aspects or prospects of the Issuer relating to the transactions stipulated herein; or the ability of the Issuer to enter into and to perform its obligations under this Deed or any other related document to which the Issuer is or will be a party or the validity, legality or enforceability of the Deed or any other related document or the rights or remedies of the Issuer thereunder
- iv. promptly inform the Debenture Trustee of the occurrence of any event which is likely to render any of the representation and warranties as set out in this Deed untrue or invalid;
- v. while intimating the status of payment to Debenture Trustee, Issuer shall also intimate to Debenture Trustee that they have informed the status of payment or otherwise to the Stock Exchanges and Depositories;
- vi. at the same time as it has intimated to the Stock Exchange, all material events and/or information as disclosed under Regulation 51 of the SEBI (Listing Obligations Disclosure Requirements) Regulations 2015 in so far as it relates to the Coupon, principal, issue and terms of Debentures, rating, creation of charge on the assets, notices, resolutions and meetings of Debenture Holder;
- vii. on any revision in credit rating of the Issuer including outlook of the issuer or any of its facilities by the Credit Rating Agency and such information shall also be intimated to the Stock Exchange where the Debentures are listed.
- viii. The Issuer shall make all the relevant filings with the ROC/SEBI as required under Applicable Law, and provide the details regarding the same to the debenture trustee.
- ix. Not declaring dividend to the shareholders in any year until the company has made or paid satisfactory provision in respect of the debentures as applicable by the law.

Notification of default

1. The Issuer shall promptly notify, in writing, the Debenture Trustee of the occurrence of an Event of Default and of the steps being taken to remedy the same and will, from time to time, and confirm to the Debenture Trustee in writing that save as otherwise stated in such confirmation, no Default has occurred and is continuing;
2. Upon a request by the Debenture Trustee, the Issuer shall promptly supply to the Debenture Trustee a certificate signed by any one of its authorized directors or authorized KMP or authorized signatories on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

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3. Books and records

The Issuer shall maintain proper books of account, investments register and other books as are required under the Applicable Law. The Issuer agrees and shall furnish the said books to the Debenture Trustee if requested with a reasonable prior notice, at the cost of the Issuer.

B) EVENTS OF DEFAULT

a. Each of the events or circumstances set out in this Clause (Event of Default) shall constitute a separate Event of Default:

b. Default in redemption of debentures

Default shall have occurred in the redemption of the Debentures, as and when the same shall have become due and payable.

c. Default in payment of interest/principal amount

1. Two Consecutive Defaults by the Company in the payment of any instalment of interest amount of the Debentures, as and when the same shall have become due and payable in respect of all ISINs taken into account.

2. Though if Non-payment of interest or principal amount in full on the pre-agreed date which shall be recognized at the first instance of delay in the servicing of any interest or principal on debt.

3. In the manner of calling 'event of default', due to the presence of multiple ISIN's which may have been issued under the same General Information Document/Key Information Document or a single ISIN which may have been split across multiple IM(s), it is clarified that 'event of default' shall be reckoned at the ISIN level, as all terms and conditions of issuance of security are same under a single ISIN even might have been issued under multiple ID/P/IMs.

d. Breach of covenants and representations

Breach of any representation, warranty, undertaking or covenant, by the Issuer under this Deed or any Transaction Documents, which is not remedied within such 30 business days or such period of time, if any, as the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) may allow.

e. Inability to pay

1. If the Issuer is unable to pay or admits in writing their inability to pay their debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties;

2. Occurrence of an Insolvency Event in respect of the Issuer;

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3. If the Issuer or any 'corporate applicant' (as defined under the IBC) commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law of their jurisdiction (including but not limited to the IBC) now or hereafter in effect other than where such voluntary winding up or commencement of proceedings for voluntary winding up is approved by the Debenture Trustee;
4. The Issuer being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors.
5. Any material arrangement or composition affecting the transactions contemplated herein with any creditor of the Issuer or an assignment for the benefit of creditors generally of the Issuer or a class of such creditors committing any act of insolvency, or any act the consequence of which may lead to the insolvency or winding up of the Issuer; and
6. Any other event occurs which would under any Applicable Law, have a substantially similar effect to any of the events listed above.

f. Illegality or unenforceability of Transaction Documents

1. Any obligation under any Transaction Document is not or ceases to be a valid and binding obligation of the Issuer becomes void, illegal, and unenforceable or is repudiated by such Person or the Issuer evidences an intention to repudiate any obligations under any Transaction Document.
2. Any consent, authorization, approval or license of or registration with or declaration to governmental or public bodies or authorities required to authorize or required by the Issuer in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Deed or the performance by the Issuer of its obligations hereunder is modified in a manner unacceptable to the Debenture Trustee or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect (if applicable).
3. The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

g. Stoppage of Business

1. the Issuer ceasing or threatening to cease to carry on business or giving or threatening to give notice of intention to do so.
2. The passing of any order of a court ordering, restraining or otherwise preventing the Issuer from conducting all or any material part of its business.
3. The cessation of business by or the dissolution, winding-up, insolvency or liquidation of the Issuer.
4. Occurrence of an event which leads to stoppage of business of the Issuer for a continuous period of 15 (fifteen) days (including but not limited to cancellation of any licenses or approvals or any other document necessary for the business of the Issuer), other than in the normal course of business and which results in a Material Adverse Effect.

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h. Legal Proceedings and Inquiries

1. Any litigation, arbitration, investigative or administrative proceeding being initiated, with respect to the Issuer, which if adversely determined would lead to a Material Adverse Effect.
2. If any of the Governmental Authority (including SEBI) initiates or in the knowledge of the Issuer initiates any proceedings or investigation against the Issuer's key managerial personnel under any Applicable Law, which if adversely determined would have a Material Adverse Effect.

i. Moratorium on External Indebtedness

The government of India, RBI or any Governmental Authority declares a moratorium, "standstill" or similar suspension of payments in respect of any Financial Indebtedness (whether in the nature of principal, interest or otherwise)(or any indebtedness which includes Financial Indebtedness) owed by Indian companies or other persons (and whether such declaration, order or regulation is of general application, applies to a class of persons), including but not limited to, a moratorium as a result of or under any insolvency, bankruptcy or similar proceedings under any Applicable Law commenced by any creditor. For the avoidance of doubt, it is clarified that such moratorium shall not include any grace period provided by a lender for repayment of any Financial Indebtedness as per the terms of that Financial Indebtedness.

j. Judgments/ Creditors' Process

1. The Issuer fails to comply with or pay any sum due from it under any final judgment or any final order made or given by a court of competent jurisdiction and which constitutes a Material Adverse Effect without material challenging the same at higher levels till the expiry of the period allowable for such filing.
2. Any creditors' process affects the assets of the Issuer, which constitutes a Material Adverse Effect.

k. Misrepresentation

Any representation, warranty, covenant, undertaking, or certification confirmation, information made or repeated by the Issuer under or pursuant to the Transaction Documents, including but not limited to any representation or statement with respect to any certificate or statement delivered by the Issuer is incorrect or misleading or untrue when made or deemed to be made.

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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 General 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:

- (i) The Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Act, and the rules and regulations made thereunder.
- (ii) The compliance with the Act and the rules does not imply that payment of interest or coupon or repayment of these bonds, is guaranteed by the Central Government.
- (iii) The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document;
- (iv) Whatever is stated in his form and in the attachments thereto is true 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.
- (v) The contents of the 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 23/02/2026.

The present Key Information Document is in compliance with and nothing contained herein is contrary to the provisions of Companies Act, 2013, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Act, and the rules and regulations made thereunder.

For Canara Bank



Alok Kumar Agarwal
Chief General Manager

Place: Bengaluru, Karnataka
Date: 26/02/2026

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ANNEXURE-I
Rating Rationale & Rating Letter from ICRA Ratings Limited



ICRA Limited

ICRA/Canara Bank/11022026/4

Date: February 11, 2026

Mr Amit Mittal
 General Manager (GM) & GCFO
 Financial Management Wing,
 Canara Bank,
 112, J C Road Bengaluru - 560002

Dear Sir,

Re: ICRA's Credit Rating for below mentioned instruments of Canara Bank

As per the Rating Agreement/Statement of Work executed with ICRA Limited dated February 03, 2026, ICRA's Rating Committee has taken the following rating actions for the mentioned instruments of your company.

Instrument	Rated Amount (Rs. crore)	Rating Action ¹
Basel III Tier II Bonds	5,000.00	(ICRA)AAA(Stable); assigned
Total	5,000.00	

Once the instrument is issued, the rating is valid throughout the life of the captioned programme until withdrawn. However, ICRA reserves the right to review and/or, revise the above rating(s) at any time based on new information becoming available, or the required information not being available, or other circumstances that ICRA believes could have an impact on the rating(s). Therefore, request the lenders and investors to visit ICRA website at www.icra.in for latest rating(s) of the company.

The rating(s) are specific to the terms and conditions of the instruments as indicated to us by you, and any change in the terms or size of the same would require a review of the rating(s) by us. In case there is any change in the terms and conditions or the size of the rated instrument, the same must be brought to our notice before the instrument is used by you. In the event such changes occur after the rating(s) have been assigned by us and the rating(s) confirmed by you, the rating(s) would be subject to our review, following which there could be a change in the rating(s) previously assigned. Notwithstanding the foregoing, any change in the over-all limit of the instrument from that specified in this letter, would constitute an enhancement that would not be covered by or under the said Rating Agreement.

The rating(s) assigned must be understood solely as an opinion and should not be treated, or cause to be treated, as recommendation to buy, sell, or hold the rated [Instrument] availed/issued by your company.

You are also requested to forthwith inform us about any default or delay in repayment of interest or principal amount of the instrument rated, as above, or any other debt instruments/ borrowing and keep us informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-schedulement or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / investor(s), or occurrence of any significant development that could impact the ability of the company to raise funds such as restriction imposed by any authority from raising funds through issuance of debt securities through electronic bidding system. Further, you are requested to inform us immediately as and when the borrowing limit for the instrument rated, as above, or as prescribed by the regulatory authority(ies) is exceeded.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

Penny-drop verification serves as an efficient method for confirming the bank account details of persons designated to receive payments. Once an account has been verified through this facility, it can be used for subsequent transactions related to interest and principal payments, thereby ensuring successful remittance and avoiding failure.

¹ Complete definitions of the ratings assigned are available at www.icra.in.

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 Gurgaon - 122002, Haryana

Tel: +91.124.4545300
 CIN: L74999DL1991PLC042749

Website: www.icra.in
 Email: info@icraindia.com
 Helpdesk: +91 9354738909

Registered Office: B-710, Stateman House, 148, Barakhamba Road, New Delhi 110003, Tel: +91.11.23357940-41

RATING • RESEARCH • INFORMATION

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We look forward to your communication and assure you of our best services.

With kind regards,
Yours sincerely,
For ICRA Limited

**ANIL
GUPTA** Digitally signed
by ANIL GUPTA
Date: 2026.02.11
17:20:47 +05'30'

Anil Gupta
Senior Vice President
anilg@icraindia.com

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February 13, 2026

Canara Bank: [ICRA]AAA (Stable) assigned to Basel III Tier II bonds; ratings reaffirmed

Summary of rating action

Instrument*	Previous rated amount (Rs. crore)	Current rated amount (Rs. crore)	Rating action
Basel III Tier I bonds	11,000.00	11,000.00	[ICRA]AA+ (Stable); reaffirmed
Basel III Tier II bonds	-	5,000.00	[ICRA]AAA (Stable); assigned
Basel III Tier II bonds	6,500.00	6,500.00	[ICRA]AAA (Stable); reaffirmed
Basel III Tier II bonds	2,400.00	-	[ICRA]AAA (Stable); reaffirmed and withdrawn
Certificates of deposit	10,000.00	10,000.00	[ICRA]A1+; reaffirmed
Total	29,900.00	32,500.00	

*Instrument details are provided in Annexure I

Rationale

The ratings factor in Canara Bank's (Canara) sovereign ownership and its strong franchise with a market share of 5.91% in net advances and 6.55% in total deposits as on September 30, 2025. As on December 31, 2025, it was the fourth largest public sector bank (PSB) and the sixth largest bank in the Indian financial system in terms of total business (cumulative advances and deposits). The ratings are further supported by Canara's robust deposit franchise, resulting in a well-developed retail deposit base and a strong liquidity profile.

The ratings consider the bank's robust profitability and strong capitalisation profile with the same expected to remain healthy, going forward. The Government of India (GoI) has a track record of providing capital support to Canara, which has also raised capital from the market, supporting its overall capital profile.

While net interest margins (NIMs) of banks had moderated in recent periods, the same is now expected to stabilise at the current level and gradually improve from Q1 FY2027. ICRA expects Canara to generate sufficient internal accruals to meet its growth capital requirements while keeping the desired cushion on the capital well above the regulatory levels (including capital conservation buffers (CCB)). The proposed transitioning to loan loss provisioning, based on the expected credit loss (ECL) framework, on its capital and profitability levels is also expected to be manageable, given the improved capital and profitability position.

The headline asset quality indicators continue to improve and the residual vulnerable book, comprising overdue (SMA-1, SMA-2)¹ and standard restructured advances, witnessed a sustained improvement over the last few years. Further, given the high provision coverage for legacy stressed assets, ICRA expects Canara's asset quality and solvency position to remain healthy. However, the asset quality remains monitorable due to loan book seasoning, given the high loan growth in recent years and the likelihood of any shock arising out of the ongoing macroeconomic and geopolitical developments. The rating for the Tier I (AT-I) bonds factors in the healthy level of distributable reserves (DRs)², which can be used to service the coupon on these bonds in the unforeseeable event of a loss.

The Stable outlook on the ratings reflects ICRA's expectation that the bank will be able to maintain a steady credit profile, with stable asset quality as well as healthy profitability and capitalisation.

¹ SMA is defined as a special mention account (SMA), which is an account exhibiting signs of incipient stress resulting in the borrower defaulting in the timely servicing of their debt obligations though the account has not yet been classified as an NPA as per the extant RBI guidelines; SMA-I accounts are overdue by 31-60 days while SMA-2 accounts are overdue by 61-90 days

² DRs consist of reserves created through appropriation of profits (including statutory reserve)

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ICRA has reaffirmed and withdrawn the rating assigned to the Rs. 2,400.00-crore Basel III Tier II bonds as these bonds have been fully redeemed with no amount outstanding against the same. The rating was withdrawn in accordance with ICRA's withdrawal policy (click [here](#) for the policy).

Key rating drivers and their description

Credit strengths

Sovereign ownership with demonstrated capital support from GoI – The GoI remains the bank's largest shareholder with a 62.93% equity stake as on December 31, 2025. With two rounds of equity capital of Rs. 4,500 crore raised from the market in FY2021 and FY2022, the GoI's shareholding had declined from 69.33% as on March 31, 2021. However, this provides enough headroom to raise capital from the markets, if required. The GoI has not infused any capital into Canara in the last four fiscals as its capital position remained comfortable and it raised capital from the market. Canara and Syndicate Bank (e-SB), which merged with Canara, had received sizeable equity capital support from the GoI, amounting to Rs. 18,234 crore during FY2018-FY2020. Recapitalisation and improving internal accruals over the years have helped the bank reduce its net non-performing advances (NNPAs) substantially. ICRA believes that Canara has comfortable capital cushions and is likely to remain self-sufficient for its capital requirements and expects it to continue receiving support from the GoI, if required.

Comfortable capital position and solvency – The bank's core equity capital (CET I) and Tier I capital stood at 12.37%³ and 14.60%, respectively, as on December 31, 2025 (12.03% and 14.37%, respectively, as on March 31, 2025), maintaining a buffer over the regulatory ratios. With the enhanced capital position and the decline in the NNPA level, NNPA/core capital improved to 5.34% as on December 31, 2025 from 8.26% as on March 31, 2025. In ICRA's view, Canara remains well placed for growth, in terms of its capital position, while absorbing any incremental stress and maintaining more than the desired cushion of 1% on the capital above the regulatory levels. Besides this, the subsidiaries largely remain self-sufficient in meeting their capital requirements although a few may need capital support, which is likely to remain manageable in relation to the bank's profit and the existing capital levels. Notwithstanding the sufficient internal accruals and capital position for growth, the Reserve Bank of India's (RBI) implementation of the ECL framework for credit exposures remains manageable.

Healthy earnings profile – Canara continued to report healthy core operating profitability, as a percentage of average total assets (ATA), though it moderated to 1.82% in FY2025 from 1.97% in FY2024 due to the compression in NIMs. It declined further to 1.59% in 9M FY2026. Moreover, credit costs remained at manageable levels and stood at 0.38% (annualised) of ATA in 9M FY2026 and 0.55% in FY2025 (0.69% in FY2024) due to controlled slippages and healthy recoveries/upgrades. The bank also reported strong trading gains of Rs. 5,424 crore in 9M FY2026 and Rs. 2,666 crore in FY2025 (Rs. 1,623 crore in FY2024), which led to a healthy return on assets (RoA) of 1.12% (annualised) in 9M FY2026 and 1.08% in FY2025 (1.03% in FY2024). Going forward, the bank's profitability margins are expected to remain broadly stable, supported by the normalisation of non-interest income and the fact that the compression in interest spreads has largely bottomed out following the recent policy rate cuts. The ability to control fresh slippages and maintain lower credit provisions will be key for healthy profitability, going forward.

Well-developed deposit franchise – Canara has a well-developed deposit franchise and draws support from its extensive network of 10,066 domestic branches as on December 31, 2025, with a strong footprint across South India. It witnessed a healthy global deposit growth of 12.95% YoY during the quarter ended December 31, 2025, leading to a credit-to-deposit (CD) ratio of 77.09% (73.15% as on June 30, 2025). Further, the deposit growth of 4.88% in H1 FY2026 was higher than the PSB average of 3.25%. However, Canara had a relatively lower domestic current account and savings account (CASA) base of 29.5% as on December 31, 2025 (31.2% as on March 31, 2025) compared to the PSB average. Lower CASA deposits and the high interest rates on term deposits offered by the bank have kept its overall cost of funds historically above the PSB average. Canara's cost of funds stood at 5.61% compared to the PSB average of 5.11% in H1 FY2026. ICRA expects the bank to continue maintaining a strong liquidity profile on account of its healthy core deposit base and widespread branch network.

³ Including interim profit

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Credit challenges

Asset quality improved but remains monitorable – The annualised gross fresh NPA generation rate stood at 0.79% in 9M FY2026 (1.18% in FY2025, 1.59% in FY2024), materially below the elevated levels seen in the past (4-8% over FY2017-FY2020). Further, write-offs, healthy recoveries/upgrades and loan book growth led to a decline in the gross NPA (GNPA) percentage to 2.08% as on December 31, 2025 from 3.34% as on December 31, 2024. Nevertheless, the asset quality remains monitorable for loan book seasoning amid the high loan growth in recent years. Additionally, geopolitical issues, the impact of macroeconomic shocks on borrowers (especially micro, small and medium enterprises (MSMEs)) and concerns around overleveraging among retail borrowers could impact the asset quality metrics adversely.

Environmental and social risks

While banks like Canara do not face material physical climate risks, they are exposed to environmental risks indirectly through their portfolio of assets. If the entities or businesses, to which banks and financial institutions have an exposure, face business disruptions because of physical climate adversities or if such businesses face climate transition risks because of technological, regulatory or customer behaviour changes, it could translate into credit risks for banks. However, such risk is not material for Canara as it benefits from adequate portfolio diversification. Further, the lending is typically short-to-medium term, allowing it to adapt and take incremental exposure to businesses that face relatively fewer downside environmental risks.

With regard to social risks, data security and customer privacy are among the key sources of vulnerability for banks as material lapses could be detrimental to their reputation and invite regulatory censure. Canara has not faced material lapses over the years. Customer preferences are increasingly shifting towards digital banking, which provides an opportunity to reduce the operating costs. Canara has been making the requisite investments to enhance its digital interface with its customers. While it contributes to promoting financial inclusion by lending to the underserved segments, its lending practices remain prudent as reflected in the healthy asset quality numbers in this segment compared with its peers.

Liquidity position: Strong

Canara's reported daily average liquidity coverage ratio of 126.06% and net stable funding ratio of 129.6% in Q3 FY2026 were well above the regulatory requirement of 100%. ICRA expects the bank to maintain its strong liquidity profile, given the large proportion of retail deposits and the high portfolio of liquid investments. It can also avail liquidity support from the RBI (through reverse repo against excess statutory liquidity ratio (SLR) investments and marginal standing facility mechanism) in case of urgent liquidity requirements.

Rating sensitivities

Positive factors – Not applicable as all the ratings are at the highest level for the respective instruments

Negative factors – The ratings will be reassessed in case of a change in the sovereign ownership. Further, an RoA of less than 0.3% and/or a decline in the capital cushions over the regulatory levels to less than 100 basis points (bps) on a sustained basis will remain negative triggers. A sharp deterioration in the profitability and weakening of the DRs eligible for the coupon payment on the AT-I bonds will be negative triggers for the rating for these bonds.

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Analytical approach

Analytical approach	Comments
Applicable rating methodologies	ICRA's Rating Methodology for Banks and Financial Institutions ICRA's Policy on Withdrawal of Credit Ratings
Parent/Group support	The ratings factor in Canara's sovereign ownership and the track record of capital infusions by the Govt. ICRA expects the Govt. to support the bank with capital infusions, if required.
Consolidation/Standalone	For arriving at the ratings, ICRA has considered the standalone financials of Canara. However, in line with ICRA's consolidation approach, the standalone assessment of the bank factors in the ordinary and extraordinary support that it is expected to extend to its subsidiaries.

About the company

Canara was incorporated in 1906 and nationalised in 1969, along with 12 PSBs, by the Govt. The bank is headquartered in Bengaluru.

Canara was merged with Syndicate Bank (e-SB) on April 1, 2020. It had a total asset base of Rs. 18.15 lakh crore as on December 31, 2025. The bank had a market share of 5.91% and 6.55% in net advances and total deposits, respectively, as on September 30, 2025, with the Govt. holding a majority stake (62.93%). It had a network of 10,066 domestic branches and 7,048 ATMs as on December 31, 2025.

Key financial indicators (standalone)

Canara Bank	FY2024	FY2025	9M FY2026
Total income	53,909	56,859	43,992
Profit after tax	14,554	17,027	14,681
Total assets* (Rs. lakh crore)	14.82	16.76	18.15
CET I	11.58%	12.03%	12.37%^
CRAR	16.28%	16.33%	16.50%^
PAT/ATA	1.03%	1.08%	1.12%
Gross NPAs	4.23%	2.94%	2.08%
Net NPAs	1.27%	0.70%	0.45%

Source: Canara Bank, ICRA Research; All ratios as per ICRA Research; Amount in Rs. crore unless mentioned otherwise

* Total assets exclude revaluation reserves

^ Including 9M FY2026 profit

Total income includes net interest income and non-interest income excluding trading income/loss

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Status of non-cooperation with previous CRA: Not applicable

Any other information: None

Rating history for past three years

Instrument	Type	Amount rated (Rs. crore)	Current (FY2026)				Chronology of rating history for the past 3 years			
			FY2026				FY2025	FY2024		FY2023
			February-13-2026	October-30-2025	Aug-28-2025	Aug-11-2025	Aug-12-2024	Nov-28-2023	Aug-17-2023	Aug-19-2022
Basel III Tier I bonds	LT	4,000.00	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	-	-	-
Basel III Tier I bonds	LT	3,500.00	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	-	-
Basel III Tier I bonds	LT	3,500.00	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	-	-	-	-	-	-
Basel III Tier I bonds	LT	-	-	-	-	[ICRA]AA+ (Stable); withdrawn	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)	[ICRA]AA+ (Stable)
Basel III Tier II bonds	LT	6,500.00	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)
Basel III Tier II bonds	LT	2,400.00	[ICRA]AAA (Stable); withdrawn	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)
Basel III Tier II bonds	LT	5,000.00	[ICRA]AAA (Stable)	-	-	-	-	-	-	-
Basel III Tier II bonds	LT	-	-	-	-	-	[ICRA]AAA (Stable); withdrawn	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)	[ICRA]AAA (Stable)
Certificates of deposit	ST	10,000.00	[ICRA]A1+	[ICRA]A1+	[ICRA]A1+	-	-	-	-	-

LT – Long term; ST – Short term

Complexity level of the rated instrument

Instrument	Complexity indicator
Basel III Tier I bonds	Highly Complex
Basel III Tier II bonds	Highly Complex
Certificates of deposit	Simple

The Complexity Indicator refers to the ease with which the returns associated with the rated instrument could be estimated. It does not indicate the risk related to the timely payments on the instrument, which is rather indicated by the instrument's credit rating. It also does not indicate the complexity associated with analysing an entity's financial, business, industry risks or complexity related to the structural, transactional or legal aspects. Details on the complexity levels of the instruments are available on ICRA's website: [Click here](#)

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Annexure I: Instrument details

ISIN	Instrument name	Date of issuance/ Sanction	Coupon rate	Maturity date	Amount rated (Rs. crore)	Current rating and outlook
INE476A08241	Basel III Tier I bonds	Aug-29-2024	8.27%	Aug-29-2029 ^a	3,000.00	[ICRA]AA+ (Stable)
INE476A08225	Basel III Tier I bonds	Feb-14-2024	8.40%	Feb-14-2029 ^a	2,000.00	[ICRA]AA+ (Stable)
INE476A08217	Basel III Tier I bonds	Dec-11-2023	8.40%	Dec-11-2028 ^a	1,403.00	[ICRA]AA+ (Stable)
INE476A08266	Basel III Tier I bonds	Dec-02-2025	7.55%	Dec-02-2030 ^a	3,500.00	[ICRA]AA+ (Stable)
Unplaced	Basel III Tier I bonds	-	-	-	1,097.00	[ICRA]AA+ (Stable)
INE476A08050	Basel III Tier II bonds	Apr-27-2016	8.40%	Apr-27-2026	3,000.00	[ICRA]AAA (Stable)
INE476A08043	Basel III Tier II bonds	Jan-07-2016	8.40%	Jan-07-2026	900	[ICRA]AAA (Stable); withdrawn
INE476A09264	Basel III Tier II bonds	Dec-31-2015	8.40%	Dec-31-2025	1,500.00	[ICRA]AAA (Stable); withdrawn
INE476A08175	Basel III Tier II bonds	Aug-26-2022	7.48%	Aug-26-2032	2,000.00	[ICRA]AAA (Stable)
Unplaced	Basel III Tier II bonds	-	-	-	6,500.00	[ICRA]AAA (Stable)
INE476A16G10	Certificates of deposit	Jan-23-2026	6.94%	Jan-22-2027	750.00	[ICRA]A1+
INE476A16G10	Certificates of deposit	Jan-27-2026	6.94%	Jan-22-2027	250.00	[ICRA]A1+
INE476A16G51	Certificates of deposit	Feb-05-2026	6.98%	May-07-2026	2,115.00	[ICRA]A1+
INE476A16G69	Certificates of deposit	Feb-06-2026	6.98%	May-08-2026	5,650.00	[ICRA]A1+
Unplaced	Certificates of deposit	-	-	7-365 days	1,235.00	[ICRA]A1+

^a Call option date; Can be exercised on respective dates and annually on the coupon payment dates thereafter

Source: Canara Bank

Key features of rated debt instruments

The servicing of the Basel III Tier II bonds is not subject to any capital ratios and profitability. However, the Basel III Tier II bonds and Basel III Tier I bonds (AT-I bonds) are expected to absorb losses once the point of non-viability (PONV) trigger is invoked by the RBI. These Basel III bonds have equity-like loss-absorption features. Such features may translate into higher loss severity vis-à-vis conventional debt instruments.

Further, the exercise of the call option on the Basel III Tier I bonds is contingent upon the prior approval of the RBI. Moreover, the bank will need to demonstrate that the capital position is well above the minimum regulatory requirement after the exercise of the said call option.

The rated Tier I bonds have the following loss-absorption features that make them riskier:

- Coupon payments are non-cumulative and discretionary, and the bank has full discretion at all times to cancel the same. Cancellation of discretionary payments shall not be an event of default.
- Coupons can be paid out of the current year's profits. If the current year's profit is not sufficient or if the payment of the coupon is likely to result in a loss, the coupon payment can be made through the reserves and surpluses⁴ created via the appropriation of profits (including statutory reserves). However, the coupon payment is subject to the bank meeting the minimum regulatory requirements for the CET I, Tier I and total capital ratios (including CCB) at all times as prescribed by the RBI under the Basel III regulations.

These Tier I bonds are expected to absorb losses through the write-down mechanism at the objective prespecified trigger point fixed at the bank's CET I ratio as prescribed by the RBI, i.e. 6.125% of the total risk-weighted assets (RWAs) of the bank or when the PONV trigger is breached in the RBI's opinion.

Given the above distinguishing features of the Tier I bonds, ICRA has assigned a one notch lower rating to these than the rating for the Tier II instruments. The DRs that can be used for servicing the coupon in a situation of inadequate profit or a loss during the year stood at a comfortable 9.4% of RWAs as on March 31, 2025.

⁴ Calculated as per the amendment in Basel III capital regulations for Tier I bonds by the RBI, vide its circular dated February 2, 2017. As per the amended definition, DRs include all reserves created through appropriations from the profit and loss account

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The rating for the Tier I bonds continues to be supported by Canara's capital profile, which is likely to remain strong, given the outlook on its profitability. However, the transition to the ECL framework and its impact on the capital and DRs remain monitorable.

Annexure II: List of entities considered for consolidated analysis

Company name	Ownership*	Consolidation approach
Canbank Financial Services Ltd.	100.00%	Full consolidation
Canbank Venture Capital Fund Ltd.	100.00%	Full consolidation
Canara Bank Securities Ltd.	100.00%	Full consolidation
Canara Tanzania Ltd.	100.00%	Full consolidation
Canbank Factors Ltd.	70.00%	Full consolidation
Canbank Computer Services Ltd.	69.14%	Full consolidation
Canara HSBC Life Insurance Company Ltd.	36.50%	Full consolidation
Canara Robeco AMC Ltd.	38.00%	Full consolidation
Karnataka Grameena Bank	35.00%	Full consolidation
Kerala Gramin Bank	35.00%	Full consolidation
Can Fin Homes Ltd.	29.99%	Full consolidation

Source: Canara Bank, ICRA Research; *As on December 31, 2025

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Branches



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ANNEXURE-II

Rating Rationale & Rating Letter from India Ratings Limited



Amit Mittal
 General Manager and GCFO
 Canara Bank
 Financial Management Wing
 Head Office, 112 J C Road
 Bengaluru - 560002

February 13, 2026

Dear Sir/Madam,

Re: Rating Letter for NCD of Canara Bank

India Ratings and Research (Ind-Ra) has taken the following rating actions on Canara Bank and its debt instruments:

Instrument Type	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of Issue (billion)	Rating assigned with Outlook/Watch	Rating Action
Issuer rating	-	-	-	-	IND AAA/Stable	Affirmed
Infrastructure bonds*	-	-	-	INR100	IND AAA/Stable	Affirmed
Basel III tier 2 instruments*	-	-	-	INR75 (reduced from INR99)	IND AAA/Stable	Affirmed
Basel III tier 2 instruments*	-	-	-	INR50	IND AAA/Stable	Assigned
Basel III AT1 bonds*	-	-	-	INR120.0 (reduced from INR149.361)	IND AA+/Stable	Affirmed

*Details in annexure

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors.

Users of India Ratings ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are

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Sanjay K. Gupta

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In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at infogrp@indiaratings.co.in

Sincerely,

India Ratings

Soumyajit Niyogi
Soumyajit Niyogi
Director

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Annexure: ISIN

Instrument	ISIN	Date of Issuance	Coupon Rate	Maturity Date	Ratings	Outstanding/Rated Amount(INR million)
Basel III Tier II bonds 2015-16 (Series I)	INE476A09264	31/12/2015	8.4	31/12/2025	WD	15000.00
Basel III Tier II bonds 2015-16 (Series II)	INE476A08043	07/01/2016	8.4	07/01/2026	WD	9000.00
Basel III compliant Tier II bonds 2016-17	INE476A08050	27/04/2016	8.4	27/04/2026	IND AAA/Stable	30000.00
Basel III compliant Tier II bonds	INE476A08142	24/12/2021	7.09	24/12/2036	IND AAA/Stable	25000.00
Basel III compliant Tier II bonds	INE476A08175	26/08/2022	7.48	26/08/2032	IND AAA/Stable	20000.00
Basel III compliant Tier II bonds	Unutilised				IND AAA/Stable	50000.00
Basel III AT1 perpetual bonds	INE476A08084	11/09/2020	8.3		WD	10120.00
Basel III AT1 perpetual bonds	INE476A08092	29/09/2020	8.3		WD	1691.00
Basel III compliant Additional Tier I S III	INE476A08100	31/12/2020	8.5		WD	16350.00
Basel III compliant Additional Tier I S IV	INE476A08118	02/02/2021	8.3		WD	1200.00
Basel III AT1 perpetual bonds	INE476A08126	25/10/2021	8.4		IND AA+ Stable	15000.00
Basel III AT1 perpetual bonds	INE476A08134	02/12/2021	8.05		IND AA+ Stable	15000.00
Basel III AT1 perpetual bonds	INE476A08159	04/03/2022	8.07		IND AA+ Stable	10000.00
Basel III AT1 perpetual bonds	INE476A08167	19/07/2022	8.24		IND AA+ Stable	20000.00
Basel III AT1 perpetual bonds	INE476A08183	15/09/2022	7.99		IND AA+ Stable	20000.00
Basel III AT1 perpetual bonds	INE476A08241	29/08/2024	8.27		IND AA+ Stable	30000.00
Basel III AT1 perpetual bonds	Unutilised				IND AA+ Stable	10000.00
Infrastructure Bonds	INE476A08191	27/09/2023	7.54	27/09/2033	IND AAA/Stable	50000.00
Infrastructure Bonds	INE476A08209	29/11/2023	7.68	29/11/2033	IND AAA/Stable	50000.00

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India Ratings Assigns Canara Bank's Basel 3 Tier 2 Bonds 'IND AAA'/Stable; Affirms Existing Ratings

Feb 13, 2026 | Public Sector Bank

India Ratings and Research (Ind-Ra) has taken the following rating actions on Canara Bank and its debt instruments:

Details of Instruments

Instrument Type	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of Issue (billion)	Rating assigned with Outlook/Watch	Rating Action
Issuer rating	-	-	-	-	IND AAA/Stable	Affirmed
Infrastructure bonds*	-	-	-	INR100	IND AAA/Stable	Affirmed
Basel III tier 2 instruments*	-	-	-	INR75 (reduced from INR99)	IND AAA/Stable	Affirmed
Basel III tier 2 instruments*	-	-	-	INR50	IND AAA/Stable	Assigned
Basel III AT1 bonds*	-	-	-	INR120.0 (reduced from INR149.361)	IND AA+/Stable	Affirmed

*Details in annexure

Analytical Approach

Ind-Ra continues to take a fully consolidated view of Canara and its [subsidiaries](#) while arriving at the ratings.

Detailed Rationale of the Rating Action

The ratings factor in Canara's systemically important position and the likelihood of the bank continuing to receive support from the government of India (GoI). The rating also considers Canara's moderate equity raising ability and the likelihood of a continued improvement in profitability in the near to medium term, which could help the bank maintain its market share in advances and deposits.

For AT1 instruments, the agency considers the discretionary component, coupon omission risk and the write-down/conversion risk as key parameters to arrive at the rating. The agency recognises the unique going-concern loss absorption features that these bonds carry and differentiates them from the bank's senior debt, factoring in a higher probability of an ultimate loss for investors in these bonds.

List of Key Rating Drivers

Strengths

- High systemic importance - large pan-India franchise
- Capital buffers adequately placed; internal accruals improved
- High PCR provides comfort
- Stability in operational metrics

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Weaknesses

- Deposit profile improvement to be seen

Detailed Description of Key Rating Drivers

High Systemic Importance - Large Pan-India Franchise: Canara is the fourth-largest public sector bank (PSB) and the sixth-largest bank in India in terms of assets. Its share in net advances improved to 5.9% as of 1HFY26 (FY25: 5.8%) and that in deposits stood at 6.6% (6.4%). At 1HFYE26, the bank ranked fourth as a lead bank across states, union territories and districts. This, in the agency's view, indicates its role in financial inclusion in the country. At 3QFYE26, the bank had 10,066 Indian branches and four international branches. While the bank's common equity tier 1 (CET1) improved to 12.37% in 3QFY26 (FY25: 12.0%; FY24: 11.6%; FY23: 11.59%), lower than that of most PSBs with comparable net non-performing assets (NPAs). Despite not raising equity capital in FY25, the bank continued to issue AT1 and tier 2 bonds. Canara maintains high systemic importance for the GoI, leading to a high likelihood of ordinary and extraordinary support from the GoI, if required

Capital Buffers Adequately Placed; Internal Accruals Improved: The improvement in Canara's CET1 was on the back of an improvement in its return on assets (RoA) to 1.13% in 9MFY26 (FY25: 1.1%; FY24: 1.0%; FY23: 0.82%), which is enhancing the existing capital buffers and serving as growth capital. Risk weighted assets to net advances considerably improved to 69% in 9MFY26 (FY22: 77%), aiding its capital buffers. However, the capital levels remained lower than that of its peers and even larger PSBs. The agency believes Canara's capital buffers, improved operating profits (ROAs at over 1%), and the ability to raise funds from the equity markets provide it adequate leeway to target a credit growth rate of 11%-13% yoy and absorb higher-than-expected credit costs in the medium term.

High PCR Provides Comfort: Canara's gross non-performing assets (NPAs) and net NPAs fell to 2.08% at 3QFYE26 (FY25: 2.94%; FY24: 4.23%; FY23: 5.4%) and 0.45% (0.70%; 1.27%; 1.73%), respectively. The bank's gross slippage reduced materially to 0.64% in 9MFY26 (FY25: 0.92%, FY24: 1.56%; FY23: 1.7%). Ind-Ra does not expect the gross slippages trend to significantly deviate from the FY25 levels in the near to medium term. Canara's provision cover (excluding technical write-offs) stood at 78.6% in 3QFY26 (FY25: 76.7%; FY23: 70.9%; FY23: 68.9%). The bank's special mention account assets of over INR50 million accounted for 0.69% of the gross advances as of December 2025, and its restructured assets accounted for a negligible portion of the gross advances. As a result, Ind-Ra expects a limited slippage from these pools. The bank has guided for gross NPAs of 2.5% and net NPA of 0.6% for FY26.

Stability in Operational Metrics: Directionally, Canara's operating metrics have been improving since its amalgamation with Syndicate Bank; however, there has been a fair amount of volatility on a quarterly basis, some of which can be attributed to the impact of the COVID-19 pandemic. Owing to a moderation in interest rates in FY25, Canara's treasury income rose 45.3% yoy to INR36.1 billion and recovery income rose 14.5% yoy to INR68.3 billion. Its credit cost stood at 88bp in FY25 (FY24: 1.1%; FY23: 1.77%), supported a 17% yoy increase in the overall profitability to INR170.3 billion with ROA of 1.1% (1.0%; 0.82%).

The bank's net interest margins (NIMs) moderated to 2.50% in 9MFY26 (FY25: 2.80%), largely due to the differences in timing in repricing of advances and deposits. However, the management expects NIM to recover to 2.75%-2.80% in FY26 (FY25: 2.8%; FY24: 3.05%). Even though NIM was under pressure, Canara has been able to protect the overall profitability with ROA of 1.13% in 9MFY26, largely supported by stronger growth in treasury income and recovery income at 154% and 12%, respectively, and constituted 30% and 22% of overall non-interest income. Also, its credit costs stood at 85bp in 9MFY26 (9MFY25: 95bp). Ind-Ra considers the levels of stressed corporate assets and special mention accounts as modest, suggesting incremental slippages could be below trend levels, leading to lower credit costs. Ind-Ra expects the bank's credit costs to remain around 1.0% per year over the medium term. The agency expects the bank to maintain adequate profitability in the near to medium term with an RoA of around 1%.

Deposit Profile Improvement to be Seen: Canara's low-cost current account and savings account (CASA) deposits stood at 29.5% at 3QFYE26 (FY25: 31.2%; FY24: 32.4%; FY23: 31.1%) which were lower than that of most PSBs. The bank is implementing various measures to enhance its CASA ratio and expects it to improve to 32% in FY26. The CASA grew about 9.3% yoy in 9MFY26, while total deposits increased 11.1% yoy. The bank's cost of domestic deposits

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decreased to 5.62% in 3QFY26 (FY25: 5.74%; FY24: 5.50%; FY23: 4.3%) amid deposit repricing; however, yield on advances fell to 8.34% (8.83%), leading to the fall in NIM. Ind-Ra believes the bank must at least maintain its deposit profile to meet its mid-term growth expectations and may need to keep deposit rates higher than that of other banks.

Liquidity

Adequate: At end-4QFY25, Canara maintained an overall funding gap of 5.0% in the cumulative one-year bucket as a percentage of the total assets. It maintains 24.8% of its total assets in balances with the Reserve Bank of India and in government securities to meet its short-term funding requirements. Canara also had a comfortable average consolidated liquidity coverage ratio of 151.1% in 4QFY25 (4QFY24: 129%), significantly above the regulatory requirement of 100%.

Rating Sensitivities

Positive: Not applicable

Negative: Canara's Basel III Tier 2 bond rating has been equated to its Long-Term Issuer Rating, which could change if, in Ind-Ra's opinion, there is a change in the Govt's support stance or there is a material drop in the bank's systemic importance, which could, among other things, reflect in a material decline in Canara's market share or loss of deposit franchise.

The notching of AT1 bonds could be widened from its anchor ratings if Ind-Ra believes that there is a dilution in the government's support stance towards hybrid instruments or any delay in the timeliness of extending this support. This could reflect among other things in capital buffers continuing to be close to the regulatory levels. Ind-Ra also expects that for banks with weaker unsupported profiles, the capital buffers would be higher; if not, it could reflect in wider notching from the Long-Term Issuer Rating. These capital buffers could be important as the bank's ability to service the instrument could be impaired in the event of operating losses and/or if the capital levels are lower than the regulatory minimum levels.

Any Other Information

Not applicable

ESG Issues

ESG Factors Minimally Relevant to Rating: Unless otherwise disclosed in this section, the ESG issues are credit neutral or have only a minimal credit impact on Canara, due to either their nature or the way in which they are being managed by the entity. For more information on Ind-Ra's ESG Relevance Disclosures, please click [here](#). For answers to frequently asked questions regarding ESG Relevance Disclosures and their impact on ratings, please click [here](#).

About the Company

Canara is the fourth-largest PSB and the sixth-largest bank on an overall basis in India in terms of its assets. It has a pan-India presence, with network of more than 10,066 domestic branches at end-3QFY26. Of its branches, about 62% are based in rural and semi-urban areas, supporting the Govt's initiative of banking for all.

Key Financial Indicators

Particulars (INR billion)	FY25	FY24
Total assets	16,828.50	14,915.4
Total deposits	14,568.8	13,123.7
Net income/loss	170.3	145.5
CET I (%)	12.0	11.6
Capital adequacy ratio (%)	16.3	16.3

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Source: Canara, Ind-Ra

Status of Non-Cooperation with previous rating agency

Not applicable

Rating History

Instrument Type	Current Rating/Outlook			Historical Rating/Outlook/Rating Watch					
	Rating Type	Rated Limits (billion)	Rating	13 August 2025	16 August 2024	20 September 2023	17 August 2023	18 August 2022	12 July 2022
Issuer rating	Long-term	-	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable
Basel III Tier 2 instrument	Long-term	INR125	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	Ind AAA/Stable	IND AAA/Stable	IND AAA/Stable
Basel III AT1 bonds	Long-term	INR120	IND AA+/Stable	IND AA+/Stable	IND AA+/Stable	IND AA+/Stable	IND AA+/Stable	IND AA+/Stable	IND AA+/Stable
Infrastructure Bonds	Long-Term	INR100	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	IND AAA/Stable	-	-	-

Complexity Level of the Instruments

Instrument Type	Complexity Indicator
Basel III AT1 bonds	High
Basel III Tier 2 Instruments	Moderate
Infrastructure bonds	Low

For details on the complexity level of the instruments, please visit <https://www.indiaratings.co.in/complexity-indicators>.

Annexure

Instrument Type	ISIN	Date of issuance	Coupon rate (%)	Maturity Date	Issue Size (billion)	Rating/ Outlook
Basel III Tier 2 instrument						
Basel III Tier II bonds 2015-16 (Series I)	INE476A09264#	31 December 2015	8.4	31 December 2025	INR15	WD
Basel III Tier II bonds 2015-16 (Series II)	INE476A08043#	7 January 2016	8.4	7 January 2026	INR9	WD
Basel III compliant Tier II bonds 2016-17	INE476A08050	27 April 2016	8.4	27 April 2026	INR30	IND AAA/Stable
Basel III complaint Tier II bonds	INE476A08142	24 December 2021	7.09	24 December 2036	INR25	IND AAA/Stable
Basel III compliant Tier II bonds	INE476A08175	26 August 2022	7.48	26 August 2032	INR20	IND AAA/Stable
Utilised limit					INR75	
Unutilised limits					INR50	
Total*					INR125	
Basel III AT1 bonds						
Basel III AT1 perpetual bonds	INE476A08084#	11 September 2020	8.3	Perpetual	INR10.12	WD

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Basel III AT1 perpetual bonds	INE476A08092#	29 September 2020	8.3	Perpetual	INR1.691	WD
Basel III compliant Additional Tier I S III	INE476A08100#	31 December 2020	8.5	Perpetual	INR16.35	WD
Basel III compliant Additional Tier I S IV	INE476A08118#	2 February 2021	8.3	Perpetual	INR1.2	WD
Basel III AT1 perpetual bonds	INE476A08126	25 October 2021	8.4	Perpetual	INR15	IND AA+/Stable
Basel III AT1 perpetual bonds	INE476A08134	2 December 2021	8.05	Perpetual	INR15	IND AA+/Stable
Basel III AT1 perpetual bonds	INE476A08159	4 March 2022	8.07	Perpetual	INR10	IND AA+/Stable
Basel III AT1 perpetual bonds	INE476A08167	19 July 2022	8.24	Perpetual	INR20	IND AA+/Stable
Basel III AT1 perpetual bonds	INE476A08183	15 September 2022	7.99	Perpetual	INR20	IND AA+/Stable
Basel III AT1 perpetual bonds	INE476A08241	29 August 2024	8.27	Perpetual	INR30	IND AA+/Stable
Utilised limit					INR110.0	
Unutilised limit					INR10.0	
Total*					INR120.0	
#Paid in full						
* Does not include withdrawn ISINs						
Source: NSDL, Canara						

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Infrastructure Bonds

Instrument Type	ISIN	Date of Issuance	Coupon Rate(%)	Maturity Date	Issue Size (billion)	Rating/Outlook
Infrastructure Bonds	INE476A08191	27 September 2023	7.54	27 September 2033	INR50.0	IND AAA/Stable
Infrastructure Bonds	INE476A08209	29 November 2023	7.68	29 November 2033	INR50.0	IND AAA/Stable
Utilised limit					INR100.0	
Unutilised limit					NIL	
Total					INR100.0	
Source: NSDL, Canara						

Contact

Primary Analyst

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About India Ratings

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Ind-Ra currently maintains coverage of corporate issuers, financial institutions (including banks and insurance companies), finance companies, urban local bodies, and structured finance and project finance companies.

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APPLICABLE CRITERIA AND POLICIES

Evaluating Corporate Governance

Financial Institutions Rating Criteria

Rating Bank Subordinated and Hybrid Securities

The Rating Process

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ANNEXURE-III
Consent Letter from Debenture Trustee



CONSENT LETTER

Client ID:	BTL8155	CL Date:	06-Feb-2026
CL No:	BTL/BT/CL/25-26/651	Outward No:	BTL/BT/25-26/24738

To,

Canara Bank.

112, 112/1, J C Road, Bangalore, Bengaluru Urban, Karnataka, 560002

Subject: Consent to act as Debenture Trustee for your proposed Listed, Unsecured, Rated, Privately Placed, Non-Convertible Debentures (NCDs) aggregating to INR. 50,00,00,00,000.00/- (Rupees Fifty Billion Only)

Dear Sir / Madam,

This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for the proposed Listed, Unsecured, Rated, Privately Placed, Non-Convertible Debentures ("NCDs") aggregating to INR. 50,00,00,00,000.00/- (Rupees Fifty Billion Only).

We are agreeable for inclusion of our name as Debenture Trustee in the Offer Document / Listing Application / any other document to be filed with the National Stock Exchange of India Limited and / or BSE Limited ("Stock Exchange(s)"), Securities and Exchange Board of India ("SEBI") or any other regulatory authority as required subject to the following conditions:

- The Company hereby agrees and undertakes to execute, the Debenture Trust Deed and other Transaction Documents on such terms and conditions and ensure necessary disclosures in the Offer Document / PAS- 4 as approved by the Debenture Trustee, within a period as agreed by us in the Offer Document / PAS-4; and
- The Company hereby agree and undertake to pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration as stated in Engagement Letter, for their services as Debenture Trustee in addition to legal counsel fees, traveling expenses and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with; and
- The Company hereby agrees and undertake to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Master Circular for Debenture Trustees, SEBI Master Circular for Issue and Listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper, SEBI Master Circular for listing obligations and disclosure requirements for Non-Convertible Securities, Securitised Debt Instruments and / or Commercial Paper, SEBI Circular for Simplified Listing Agreement for Debt Securities, the Companies Act, 2013, and the applicable regulations, circulars, guidelines and provisions, as amended from time to time, and agree to furnish to the Debenture Trustee such information in terms of the same on timely basis.

Looking forward to a long and fruitful association with your esteemed organization.

<p>For Beacon Trusteeship Limited</p>   <p>Name: Vishal Nathani Designation: Senior Manager Authorized Signatory</p>	<p>Accepted by Canara Bank.</p>   <p>Name: Ajay Singh Negi Designation: Deputy General manager. Authorized Signatory</p>
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BEACON TRUSTEESHIP LIMITED

Registered Office & Corporate Office : 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Phone: +91 95554 49955

Email: contact@beacontrustee.co.in

Website: www.beacontrustee.co.in

CIN: L74999MH2015PLC271288

Mumbai | Bengaluru | Ahmedabad | Pune | Kolkata | Chandigarh | Shimla (HP) | Patna | Delhi | Jaipur | Chennai | GIFT IFSC | Bhopal | Indore | Kochi | Nagpur | Bhubaneswar | Thiruvananthapuram | Lucknow | Hyderabad

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ANNEXURE-IV
Debenture Trustee Agreement



महाराष्ट्र MAHARASHTRA

2025

EG 438406



श्रीमती संगिता जाधव

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This stamp paper forms an integral part
of the Debenture Trustee Agreement
executed between Canara Bank and
Beacon Trusteeship Limited on February 06,
2026 at Mumbai

For CANARA BANK

[Signature]
Authorised Signatory
Domestic Settlement Section
INTEGRATED TREASURY WING

For Beacon Trusteeship Limited

[Signature]
Authorised Signatory

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महाराष्ट्र MAHARASHTRA

2025

EG 438405

Restricted



श्रीमती संगिता जाधव

This stamp paper forms an integral part
of the Debenture Trustee Agreement
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2026 at Mumbai

For CANARA BANK

[Signature]
Authorised Signatory
Domestic Settlement Section
INTEGRATED TREASURY WING

For Beacon Trusteeship Limited

[Signature]
Authorised Signatory

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DEBENTURE TRUSTEE AGREEMENT
DATED 6th DAY OF FEBRUARY 2026

BETWEEN

CANARA BANK
AS THE COMPANY OR THE ISSUER

AND

BEACON TRUSTEESHIP LIMITED
AS THE DEBENTURE TRUSTEE

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This Debenture Trustee Agreement, ("this Agreement") is made at Mumbai on 6th day of February 2026 by and between:

CANARA BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru – 560002 India having its Corporate Office at Canara Bank, Head Office, 112 J C Road, Bengaluru- 560002 (hereinafter referred to as the and/or "**Company/Issuer**", which expression shall, unless be repugnant to the subject or context or meaning thereof, deem to include their successors, assignees, transferees, novatees and permitted assigns) of the **ONE PART**;



AND

BEACON TRUSTEESHIP LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with corporate identity number L74999MH2015PLC271288 and having its registered office at SW, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra(East), Mumbai, Mumbai, Maharashtra, India, 400051, Maharashtra, India and branch office at Office no. 715, 7th Floor, Naurang House Building 21, Kasturba Gandhi Marg, New Delhi - 110 001 (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and assigns), of the **OTHER PART**.

(Each of the parties mentioned hereinabove shall be individually referred to as the "**Party**" and collectively referred to as the "**Parties**")

WHEREAS

- A. The Company proposes to issue Unsecured, Rated, listed, Redeemable, Non-Convertible Debentures of face value of INR 1,00,00,000/- each for cash at par aggregating to INR 5000 Crores issued in one or more tranches ("**Issue**") on a private placement basis for the purpose as mentioned in the Offer Document in accordance with the provisions of the Companies Act, 2013 read with the rules made thereunder, as amended from time to time ("**Companies Act**") and the regulations applicable to the issue of listed debentures notified by Securities and Exchange Board of India ("**SEBI**").
- B. The Company proposes to issue and allot the Debentures for cash at par on private placement basis in terms of Offer Document to be filed with the relevant stock exchange. The Company has passed following resolutions for the issue of Debentures:
 - i) Resolution dated 12.06.2025, passed by the board of directors of the Company under the provisions of Section 179 (3) (c) of the Companies Act, 2013 for the issue of Debentures.
 - ii) Bond Committee Resolution dated 02.02.2026.
- C. The Company will submit the details required as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time (hereinafter referred to as "**SEBI NCS Regulations**") to the BSE/NSE for the purpose of listing the Debentures on its wholesale debt market segment.
- D. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures shall be more specifically set out in the debenture trust deed ("**DTD**") to be entered into by the Company and the Debenture Trustee and the Offer Document(s) ("**Offer Document(s)**") to be issued by the

	
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Company and circulated to potential investors.

- E. Pursuant to the Section 71 of the Companies Act, 2013, applicable provisions of SEBI NCS Regulations read with the SEBI Master Circular dated October 15, 2025 (bearing reference no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137) ("**Listed NCDs Master Circular**") and Regulation 13 of the Securities and Exchange Board of India (Debenture Trustee) Regulations 1993 as amended, the Company is required to appoint debenture trustee and accordingly the Company has approached Beacon Trusteeship Limited to act as the debenture trustee and Beacon Trusteeship Limited has agreed to act as the debenture trustee for the benefit of the debenture holders.
- F. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all the monies in respect of the Debentures have been fully paid-off or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed. The obligations of the Debenture Trustee under this Agreement are legal, valid, binding and enforceable obligations.
- G. The Parties have agreed to enter into this agreement to record the terms of appointment of the Debenture Trustee.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



OPERATIVE TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used herein and not otherwise defined shall (subject to Clause 1.3 (Conflicts)) have the meanings given to them in the DTD and/or the Offer Documents. In this Agreement, the following terms have the following meanings:



- (1) "Act" or "Companies Act" has the meaning given to it in Recital A above.
- (2) "BSE" means Bombay Stock Exchange.
- (3) "Debentures" shall mean Unsecured, Rated, Redeemable, listed, Non-Convertible, Taxable Debentures in the nature of Debentures of the face value of INR 1,00,00,000/- each for cash at par of the aggregate nominal value of up to INR 5000 Crores to be issued by the Company on a private placement basis in one or more tranches.
- (4) "Debenture Holder(S)" or "Holders of the Debentures" shall mean the several person(s)/ entity(ies) who are holders/(s) of the Debenture(s) for the time being, who hold the Debentures in physical form and whose names have been entered in the Register of Debenture Holders maintained by the Issuer or who hold the Debentures in Electronic (Dematerialized) Form, whose names appear in the list of Beneficial owner(s) given/held by the Depositories viz. NSDL or CDSL as the case may be.
- (5) "Debenture Trustees Regulations" mean the Securities Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time.

	
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- (6) "Offer Document(s)" means, collectively, the General Information Document & the relevant Key Information Document filled by the company.
- (7) "Deemed Date of Allotment" has the meaning given to it in the DTD and/or the Offer Document.
- (8) "Debenture Trust Deed (DTD)" means the deed executed between the parties more particularly set out in Recital D above.
- (9) "Final Settlement Date" has the meaning given to it in the DTD and/or the Offer Document.
- (10) "Financial Year" means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
- (11) "NSE" means National Stock Exchange.
- (12) "Quarterly Date" means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
- (13) "Recovery Expense Fund" means the recovery expense fund established/to be established and maintained by the Company in accordance with the provisions of the SEBI Recovery Expense Fund Circular.
- (14) "SEBI" means Securities Exchange Board of India as mentioned in Recital A above.
- (15) "SEBI Debenture Trustee Master Circular" means the SEBI operational circular for debenture trustees bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, as amended, modified, or restated from time to time.
- (16) "SEBI Listed Debentures Circulars" means, collectively, SEBI Debenture Trustee Master Circular, Listed NCDs Master Circular and the SEBI LODR Regulations (to the extent applicable).
- (17) "SEBI Listing Timelines Requirements" means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the Listed NCDs Master Circular.
- (18) "SEBI LODR Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified or restated from time to time.
- (19) "SEBI NCS Regulations" means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified or restated from time to time.
- (20) "Transaction Documents" has the meaning given to it in the DTD and/or the Offer Documents.

1.2 Interpretation

	
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Interpretation Clause of the DTD is deemed to be incorporated in this Agreement *mutatis mutandis* as if expressly set out herein.

1.3 Conflicts

Conflicts Clause of the DTD is deemed to be incorporated in this Agreement *mutatis mutandis* as if expressly set out herein.

2. APPOINTMENT OF DEBENTURE TRUSTEE AND TRUSTEESHIP FEES

2.1 The Company hereby appoints Beacon Trusteeship Limited as the debenture trustee on behalf of and for the benefit of the Debenture Holders in respect of the Debentures to be issued by the Company and the Debenture Trustee hereby agrees to act as the debenture trustee for the benefit of the Debenture Holders. BEACON TRUSTEESHIP LIMITED is registered with the Securities Exchange Board of India ("SEBI") as a debenture trustee under the SEBI (Debenture Trustees) Regulations 1993 having a valid and subsisting registration pursuant to a certificate of permanent registration no. IND000000569 to act as a Debenture Trustee and at the request of the Company, BEACON TRUSTEESHIP LIMITED has agreed to act as the debenture trustee under this Agreement on the terms and conditions agreed upon and hereinafter set out.

2.2 The Company shall pay to the Debenture Trustee, so long as it holds the office of the debenture trustee, remuneration for its services in accordance with the engagement letter bearing reference number BTL/BT/EL/25-26/651 dated February 03, 2026.

3. OBLIGATIONS OF THE COMPANY

3.1 The Company shall comply with and furnish such information on a regular basis as is required under, the provisions of the Companies Act, the Debenture Trustees Regulations, the SEBI NCS Regulations, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 on Format of Uniform Listing Agreement (as amended from time to time) read with the SEBI LODR Regulations, and other Applicable Law.

3.2 The Company shall disclose the consent of the Debenture Trustee in the Offer Document and shall execute Debenture Trust Deed in terms of the Companies Act 2013 and other applicable laws/regulations. The Company shall also execute other necessary documents as may be required under the Offer Document.

3.3 The Company shall execute the Debenture Trust Deed in favour of the Debenture Trustee to protect the interest of debenture holders before making the final listing application to the stock exchange. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue inter alia consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue.

3.4 This Agreement is in compliance with Regulation 13 of SEBI (Debenture Trustee Regulations), 1993, pursuant to which the Company undertakes to comply with all regulations/provisions of Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures till redemption.



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- 3.5. The Company agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management or is an associate.
- 3.6. The Company shall comply with the provisions of Regulation 13 and 13A of SEBI (Debenture Trustee Regulations), 1993, Debt Listing Regulations, debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time) ("Listing Regulations"), the Companies Act and other applicable provisions under applicable laws, regulations and guidelines ("Relevant Laws") in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures. Further the Company undertakes to comply with all regulations/provisions of Companies Act, 2013 and guidelines of other regulatory authorities in respect of allotment of debentures till redemption of such Debentures.
- 3.7. The Company shall ensure to furnish compliance checklist documents within the prescribed timelines. If compliance documents are not provided by the Company as per compliance checklist bearing reference number BTL/DT/25-26/24711 within the prescribed timeline.
- 3.8. The Company hereby declares and confirms that the Company, any person in control of the Company, and its promoter have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities and that neither the Company nor any of its promoters or directors have been categorized as a willful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on willful defaulters issued by the Reserve Bank of India (RBI).
- 3.9. The Issuer confirms that the requisite disclosures as required under the SEBI Listing Regulations and the SEBI NCS Regulations will be made in the Offer Document including but not limited to statutory and other regulatory disclosures.
- 3.10. The remuneration of the Debenture Trustee shall be as per the engagement letter No. BTL/BT/EL/25-26/651 dated February 03, 2026. All the other rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the DTD.

4. OBLIGATION OF DEBENTURE TRUSTEE

- 4.1. Debenture Trustee confirms that it shall take adequate steps to protect the interest of debenture holders and shall discharge its duties and obligations in bonafide, transparent and efficient manner. It shall take due care to comply with Regulation 15 and Regulation 18 of SEBI (Debenture Trustee) Regulations, 1993 as amended.
- 4.2. The Debenture Trustee shall comply with the provisions of the Companies Act of 2013, Companies (Share Capital and Debentures) Rules 2014, Regulation 13 and 13A of SEBI (Debenture Trustee Regulations), 1993, SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (issue and listing of non-convertible securities) Regulations, 2021 and other applicable laws, rules and regulations amended on time to time, wherever applicable to the trustee."
- 4.3. The Debenture Trustee confirms that it: (a) is not an associate of the Company (b) does not beneficially hold shares in the Company; (c) is not a promoter, director or key managerial personnel or any other officer or an employee of the Company or of any holding company or a subsidiary or affiliate of the Company, under the Act; (d) is not beneficially entitled to



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monies which are to be paid by the Company otherwise than as remuneration payable to the Debenture Trustee; (e) has not furnished any guarantee in respect of the Debentures or any interest thereon; (f) is not indebted to the Company, or its subsidiary or its holding or associate company or a subsidiary of such holding company; (g) does not have any pecuniary relationship with the Company amounting to 2% (two percent) or more of its gross turnover or total income or INR 50 lakhs, whichever is lower, during the two immediately preceding financial years or during the current financial year; and (h) is not a relative of any promoter or any person who is in the employment of the Company as a director or 'key managerial personnel', under the Companies Act, 2013.

5. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

5.1 Conditions Precedent

The subscription to each of the Debentures by the Debenture Holders/Applicants on the Deemed Date of Allotment is subject to and conditional upon the fulfillment of the Conditions Precedent (as provided in the DTD) to the satisfaction of the relevant Debenture Holders/Applicants unless specifically waived or modified in writing.

5.2 Conditions Subsequent

The Company further undertakes to fulfill the Conditions Subsequent (as provided in the DTD) to the satisfaction of Debenture Holders through debenture trustee within the timelines prescribed therein.

6. CERTAIN COVENANTS, UNDERTAKINGS AND CONFIRMATIONS OF THE COMPANY

6.1 Listing

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- (a) The Company shall submit all duly completed documents to the BSE/NSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures as soon as possible and in any event within the timelines prescribed under the SEBI Listing Timelines Requirements ("Listing Period") (i.e., within 3 Business Days from the date of closure of the issue for the Debentures).
- (b) The Company shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE/NSE.
- (c) The Company shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents.
- (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will:
 - (i) pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Annualized Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed; and
 - (ii) be permitted to utilize the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).



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6.2 Recovery Expense Fund



- (a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Debenture Trustee Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under the SEBI Debenture Trustee Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- (b) The Company shall deposit/maintain cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- (d) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the SEBI Debenture Trustee Master Circular. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- (e) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

6.3 Requirements under the SEBI LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all requirements prescribed under the SEBI LODR Regulations applicable to it (including without limitation, Chapter IV of the SEBI LODR Regulations (to the extent applicable) and Chapter V of the SEBI LODR Regulations (to the extent applicable)).

6.4 The Company shall *inter-alia* furnish to the Debenture Trustee the following documents (as applicable): -

- (a) Certificate of Incorporation;
- (b) Memorandum of Association & Articles of Association;
- (c) KYC of authorized signatory/ies;

 <p>CANARA BANK</p>	 <p>BEACON TRUSTEESHIP LIMITED</p>
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Key Information Document
(Confidential & for Private Circulation Only)

- (d) Offer Document;
- (e) Consent of Registrar to Issue;
- (f) Proof of Credit / Dispatch of Debenture Certificates;
- (g) Depository details;
- (h) Last 3 years Annual Report;
- (i) Certified true copy of Board Resolution for Allotment of Debentures;
- (j) CA Certificate for utilization of funds/Issue proceeds;
- (k) Periodical reports on quarterly basis;
- (l) Acknowledgement for creation/maintenance of recovery expenses fund;
- (m) Information to be submitted to the Stock Exchanges on half yearly basis;
- (n) Proof of payment of stamp duty on the Debentures (as may be applicable);
- (o) Bank Account details of the Company along with copy of pre-authorization letter issued by Company to the banker in relation to the payment of redemption amount;
- (p) Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the debenture trust deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (q) Letters from credit rating agencies about ratings;
- (r) Approval for listing of the Debentures from the stock exchange;
- (s) Information to ensure the implementation of the conditions regarding recovery expense fund;
- (t) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debt Securities Regulations, Listing Regulations and/or debt listing agreement;
- (u) Executed Debenture Trustee Agreement;
- (v) Executed Debenture Trust Deed; and

Such other documents as may be reasonably required by the Debenture Trustee as per compliance checklist (mentioned above).

6.5 The Company shall comply with all requirements under the SEBI Debenture Trustee Master Circular and provide all documents/information as may be required in accordance with the SEBI Debenture Trustee Master Circular.



CANARA BANK



BEACON TRUSTEESHIP LIMITED

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- 6.6 The Company undertakes to comply with all notifications, directions, rules, regulations/provisions of Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of Debentures till redemption.
- 6.7 The Company confirms that necessary disclosures have been / shall be made in the Offer Document including but not limited to statutory and other regulatory disclosures.
- 6.8 The Company further confirms that the proposed issuance of the Debentures does not attract provisions of Companies (Acceptance of Deposits) Rules, 2014.
- 6.9 The Trustees, "ipso facto" do not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the debentures.
- 6.10 The Company further agrees, undertakes, confirms that:
- All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in Offer Document;
 - Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Offer Document.
 - The Company hereby declares and confirms that the Company, any person in control of the Company and its promoter have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
 - The Company confirms that the Company is duly authorised to enter into this Agreement and each of the other transaction documents pertaining to the issue of the Debentures. The Company validly exists and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Company.
 - The requisite disclosures will be made in the Offer Document in accordance with Applicable Law.
 - Any of the promoters or directors of the Company is not a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by SEBI.
 - None of its promoters or directors is a fugitive economic offender; or
 - No fine or penalties levied by the SEBI /stock exchanges is pending to be paid by the Company at the time of filing the Offer Document.

Provided that the:

- restrictions mentioned above shall not be applicable in case of a person who was appointed as a director only by virtue of nomination by a debenture trustee in other company,
- restrictions mentioned above shall not be applicable if the period of



CANARA BANK

BEACON TRUSTEESHIP LIMITED



Key Information Document
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debarment is over as on date of filing of the Offer Document.

7. NOTICES

- (i) Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, or e-mail or registered mail/speed post (postage prepaid) recognized overnight courier service with acknowledgment due, or facsimile to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (five) days' prior written Notice. Provided however, that in case of a Notice delivered by facsimile, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service.
- (ii) Notice by the Parties to each other and the Debenture Holders shall be deemed to be effectively given and received upon delivery in person by hand or by by reputed international courier or registered post, by email to the relevant email address(es) set out below and shall be deemed served at the time of confirmation of transmission of the email recorded on the sender's computer provided that the sender of the email has not received any message indicating failure of delivery, by facsimile transmission with sender's acknowledgment of transmission receipt in each case addressed as below:

Issuer: Canara Bank

Address Canara Bank Building, Integrated Treasury Wing, C 14 ,
G Block, VI Floor Bandra Kurla Complex, Mumbai 400
051
Attention Amit Andraskar
Telephone [022-6190 5121/5142]
Email tidsettmum@canarabank.com



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Debenture Trustee: Beacon Trusteeship Limited

Address 5W, 5th Floor, The Metropolitan, Bandra Kurla
Complex, Bandra (East), Mumbai, Maharashtra, India,
400051
Attention Mr. Ritobrata Mitra
Telephone 022 – 46060278
Email compliance@beacontrustee.co.in

8. INDEMNITY

- a) The Debenture Trustee has agreed to undertake its obligation as such relying solely on the accuracy of the information and documents as provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("Indemnifying Party") shall indemnify and agree to hold the Debenture Holders, or any of its respective directors, officers, employees, attorneys, associates, affiliates, experts or agents (each an "Indemnified Party") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims,

	
CANARA BANK	BEACON TRUSTEESHIP LIMITED

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damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "Losses") arising in connection with or as a result of:

- (i) Any representations or warranties of the Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;
- (ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- (iii) Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.

- b) Notwithstanding anything to the contrary mentioned in this Agreement, M/s Beacon Trusteeship Limited agrees and undertakes to indemnify the company, its Directors, officers and employees, against all or any costs, losses, damages, including but not limited to attorney's or consultant's fees paid/incurred by the company due to
 - (i) any false, inaccurate or misleading information of any nature, provided by M/s Beacon Trusteeship Limited to the company .
 - (ii) non-compliance by the Debenture Trustee with the provisions of the Companies Act of 2013, Companies (Share Capital and Debentures) Rules 2014, SEBI (Debenture Trustees) Regulations, 1993, [SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI(issue and listing of non-convertible securities) Regulations, 2021 and other applicable laws, rules and regulations amended on time to time, wherever applicable to the debenture trustee.


9. WAIVER

No failure by any Party to exercise, nor any delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by and available under Applicable laws or the Debenture Trust Deed or the other documents executed pursuant thereto. No notice to or demand on any Party in any case shall entitle that Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the other Party to any other or further action in any circumstances without notice or demand.

10. STAMP DUTY AND EXPENSES

The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the transaction documents including the instrument of Debentures shall be solely borne by the Company.

11. INFORMATION ACCURACY AND STORAGE

 CANARA BANK	 BEACON TRUSTEESHIP LIMITED
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Key Information Document
 (Confidential & for Private Circulation Only)

- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) The Company confirms that the requisite disclosures made in the Offer Documents are true and correct;
- (c) The Company hereby agrees that the Debenture Trustee shall have a right to disclose to the Debenture holders (in accordance with the applicable laws) information including the credit history and the conduct of the account(s) of the Company as well as all details in relation to the assets of the Company in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

12. MISCELLANEOUS

12.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India.



12.2 Jurisdiction

The Parties agree that the:

- (a) the courts and tribunals at Mumbai, India have jurisdiction to settle all disputes which may arise out of or in connection with this Agreement ("Dispute"). Accordingly, any suit, action or proceedings relating to any Dispute (the "Proceedings") arising out of or in connection with this Agreement may be brought in the courts and tribunals of Mumbai, India and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals;
- (b) a judgment in any Proceedings brought in the courts and tribunals at Mumbai, India shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law. In this regard, the Parties irrevocably waive any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Mumbai, India and any claim that any such Proceedings have been brought in an inconvenient forum; and

12.3 Amendments

This Agreement may be modified or amended with the written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) by way of an instrument in writing executed by the Company and the Debenture Trustee.

 <p>CANARA BANK</p>	 <p>BEACON TRUSTEESHIP LIMITED</p>
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Key Information Document
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12.4 Counterparts

- (a) This Agreement may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.
- (b) If the Parties elect to execute this Agreement in counterparts:
 - (i) the executed signature pages of each Party may be collated into a single copy of this Agreement;
 - (ii) each Party will transmit the signed signature page(s) to the Debenture Trustee, and the Debenture Trustee is hereby authorised by the Parties to collate and attach them into a single copy of this Agreement, and the Debenture Trustee can collate and attach them into a single copy of this Agreement; and
 - (iii) the execution in accordance with this sub-Clause (b) will have the same effect as if this Agreement had been executed by the Parties in a single copy of this Agreement.

12.5 Effective Date

This Agreement shall be effective on and from the Date of execution and shall be in force until the Final Settlement Date.

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 <p>CANARA BANK</p>	 <p>BEACON TRUSTEESHIP LIMITED</p>
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Restricted

Restricted

Key Information Document
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IN WITNESS WHEREOF the Company and the Debenture Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED and DELIVERED by

CANARA BANK in its capacity as the
Company/Issuer

by the hand of

Amit Andrasakar

its duly authorised official:

Witnessed by:

For CANARA BANK

Amit Andrasakar
Authorised Signatory
Domestic Settlement Section
INTEGRATED TREASURY WING

1. Ankur Gupta AG

SIGNED and DELIVERED by

BEACON TRUSTEESHIP LIMITED

in its capacity as the Debenture Trustee by the
hand of

Mr. Len Dabreo

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its duly authorised official:

Witnessed by:

For Beacon Trusteeship Limited

Len Dabreo
Authorised Signatory

1. Ms. Vaishnavy Rastogi VR



CANARA BANK



BEACON TRUSTEESHIP LIMITED

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Key Information Document
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ANNEXURE-V

Consent Letter from Registrar & Transfer Agent



Alankit ASSIGNMENTS LIMITED

Date: 04/02/2026

To,
The Senior Manager,
Canara Bank,
Domestic Dealing Integrated Treasury Wing,
6th Floor, C-14, G-Block, Bandra Kurla Complex,
Mumbai-400051

Sub: Consent to act as RTA for Issue of Basel III Compliant Tier II Bonds to the extent of Rs 5,000 crore during FY 2025-26.

Details of issuance:

Name of the Company	CANARA BANK
Issue Size	5,000,00,00,000 (5000 Crore)
Security Description	Basel III Compliant Tier II Bonds

Dear Sir,

Restricted

This has reference to your email dated, Tuesday, 03.02.2026 with regard to the captioned subject. We hereby accord our consent to act as Registrar to the aforesaid issue and have our name included as Registrar and Transfer Agents in the information Memorandum, which your company proposes to issue.

Further we give our consent for inclusion of our name as "Registrar to the issue" in the Disclosure Document and/or application to be filed by stock Exchange(s) and/or Depositories in this regard.

Please feel free to reach out for any further documentation or clarification you may require.

We look forward to a successful collaboration.

Thanking you,

Yours Faithfully,
FOR ALANKIT ASSIGNMENTS LIMITED

HARISH CHANDRA AGRAWAL
Digitally signed by HARISH CHANDRA AGRAWAL
Date: 2026.02.05 10:02:14 +05'30'

**HARISH CHNDRA AGRAWAL
EXECUTIVE DIRECTOR**

Page 1 of 1

CIN : U74210DL1991PLC042569

Registered Office : 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi -110055, India

Corporate Office : Alankit House, 4E/2, Jhandewalan Extension, New Delhi -110055, India

Phone : +91-11-4254 1234 / 2354 1234 | Fax : +91-11-2355 2001 | Website : www.alankit.com | email : info@alankit.com

SEBI Registration Nos - IN/2000193033 INP000001363 IN-DR-NSDL-14-96 IN-DR-CDL-43-99 INE0000002532

Key Information Document
(Confidential & for Private Circulation Only)
ANNEXURE-VI
In Principle Listing Approval from NSE



Ref. No.: NSE/LIST/9792

November 25, 2025

The Company Secretary
Canara Bank
Canara Bank, Head Office, 112, J.C. Road,
Bengaluru-560 002

Dear Sir/Madam,

Sub.: In-principle approval for listing of Non-Convertible Securities on private placement basis

This is with reference to your application requesting in-principle approval for General Information Document dated November 24, 2025 for proposed listing of Non-Convertible Securities on private placement basis to be issued in various tranches by Canara Bank. In this regard, the Exchange is pleased to grant in-principle approval for the said issue, subject to adequate disclosures to be made in the General Information Document / Key Information Document in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard and provided the Company prints the Disclaimer Clause as given below in the General Information Document / Key Information Document after the SEBI disclaimer clause:

“As required, a copy of this General Information Document / Key Information Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). It is to be distinctly understood that the aforesaid submission or in-principle approval given by NSE vide its letter via ref. No.: NSE/LIST/9792 dated November 25, 2025 or hosting the same on the website of NSE in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, should not in any way be deemed or construed that the document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription /acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever”

Please note that the approval given by us should not in any way be deemed or construed that the General Information Document / Key Information Document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that the securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of the Company, its promoters, its management or any scheme or project.

National Stock Exchange of India Limited | Exchange Plaza, C-3, Block G, Bandra
India +91 22 26598100 | www.nseindia.com | CIN U67120MH1992PLC069769



Digitally signed by NSE, DN: cn=NSE, o=National Stock Exchange of India, ou=National Stock Exchange of India, email=nse@nseindia.com, c=IN

Bandra (E), Mumbai - 400 051.



Key Information Document
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Continuation Sheet

Ref. No.: NSE/LIST/9792

November 25, 2025

The in-principle approval granted by the Exchange is subject to the below:

1. the Issuer shall submit to the Exchange prior to opening of the issue and at the time of listing, a valid credit rating letter/rationale covering the total issuance amount under the Key Information Document.
2. these Non-Convertible Securities may be listed on the Exchange after the allotment process has been completed, provided these securities of the issuer are eligible for listing on the Exchange and the issuer fulfills the listing requirements of the Exchange.
3. the Issuer shall ensure compliance with all the applicable guidelines issued by appropriate authorities from time to time including SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars, and other applicable laws in this regard.

Specific attention is drawn towards Para 1 of Chapter XV of SEBI Operational Circular No. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021. Accordingly, Issuers of privately placed debt securities in terms of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of allotment of securities. The details can be uploaded using the following links:

<https://www.nse-ebp.com>
<https://www.nseebp.com/ebp/rest/reportingentity/?new=true>

This in-principle approval shall be valid for a period of one year from the date of opening of the first issue of securities under this General Information Document. Kindly note that such first issue of securities under this General Information Document should be opened within one year from the date of this letter.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/Rule/Bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

Yours faithfully,
 For National Stock Exchange of India Limited

Bansri Gosalia
 Senior Manager

This Document is Unofficially Signed



Signed: SAHIL RAVESH GOSALIA
 Design: Sr. Manager, Legal & Compliance
 Location: NSE

National Stock Exchange of India Limited | Exchange Plaza, C-1, Block G, Bandra
 India +91 22 26598100 | www.nseindia.com | CIN U67120MH1992PLC0697

Exchange Plaza, Bandra (E), Mumbai - 400 051.

Key Information Document
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ANNEXURE-V

Application Form



Addressed to: Canara Bank
(A Government of India Undertaking)

T & I Division, Integrated Treasury Wing, Canara Bank Building, 6th Floor, C-14, G-Block,
Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

Tel No: (022) 26725056 / 26725053; Fax No: (022) 26725250

E-mail: tidmum@canarabank.com ; Website: www.canarabank.com

Application Form Serial No : XX

DATE OF RECEIPT OF APPLICATION
(For office use only)

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APPLICATION FORM FOR NON CONVERTIBLE, TAXABLE, SUBORDINATED, FULLY PAID UP, UNSECURED BASEL III COMPLIANT TIER 2 SERIES I BONDS, IN THE NATURE OF DEBENTURES OF RS.1,00,00,000 (RUPEES ONE CRORE) EACH

To,

CANARA BANK

Dear Sir,

Restricted

Having read, understood and agreed to the contents and terms and conditions of CANARA BANK's Key Information Document dated 26.02.2026, I/we hereby apply for allotment to us, of the unsecured, non-convertible, taxable, subordinated, fully paid up, Basel III Tier 2 Series I bonds in the nature of debentures of Rs. 1,00,00,000 (Rupees One Crore) each (hereinafter referred to as "Bonds"), out of the Private Placement Issue. I/We irrevocably give my/ our authority and consent to Beacon Trusteeship Ltd to act as my/our Trustees and for doing such acts and signing such documents as are necessary to carry out their duties in such capacity. The amount payable on application as shown below is remitted herewith. On allotment, please place our name on the register of bondholders. I/We bind ourselves to the terms and conditions as contained in the Key Information Document for private placement. I/We note that the Bank is entitled in its absolute discretion to accept or reject this application in whole or in part without assigning any reason whatsoever.

(PLEASE READ CAREFULLY THE INSTRUCTION ON THE NEXT PAGE BEFORE FILLING UP THE FORM)

I/We confirm that I/we have not received and shall not receive any commission or brokerage or any other incentive in any form, directly or indirectly, for subscribing to the Issue.

Investment Details

DP Details

Face Value/ Issue price	Rs.1,00,00,000/- (Rupees One Crore only)	Depository Name (Please Tick)	NSDL / CDSL
Minimum Application	1 Bonds and in multiple of 1 thereafter	Depository Participant Name	
Tenure	10 Year	DP ID	
Coupon Rate	7.24%	Client ID	

Interest Payment	Annual, subject to “Loss Absorbency” (as the case may be)	Beneficiary Account Number	
Amount Payable per Bond (i)	Rs.1,00,00,000/-	Applicant Category (Tick whichever is applicable)	
No. of Bonds applied for (ii)		Scheduled Commercial bank	Mutual Fund
Total Amount Payable (Rs.) (in Fig.)		Financial Institution	Company/Body Corporate
Total Amount Payable (Rupees in words)		Insurance Company	Provident/Gratuity/ Super Annuation/ Pension Fund
		Primary/ State/ District/Central cooperative Bank	Regional Rural Bank
		Others (please specify)	

[illegible][illegible][illegible][illegible]

Fax Number

	Applicant 1	Applicant 2	Applicant 3
PAN / GIR NO (Enclose Copy)			
I.T Circle/ Ward/ District no			
Bank Name, Branch, City & IFSC CODE			
Type of account (SB/CA/OD)			
Bank Account Number			

RTGS Details			
RTGS Date		UTR Number	
Name of the Bank			
Branch Name & Address			

Key Information Document
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Tax Deduction Status (Please Tick)		Applicant signature (To be filled in only if applicant is institution)		
Fully exempt (Please furnish exemption certificate)	Tax to be deducted	Name of the authorized signatory(ies)	Designation	Signature

Date:-- / -- / 2026

------(Tear here)-----

Acknowledgment Slip

Application Form Serial No.: []

CANARA BANK Integrated Treasury Vertical, Treasury Wing, Canara Bank Building, 6 th Floor, C-14, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Tel No: (022) 26725061 / 26725062; Fax No: (022) 26725250 Email ID: tidmum@canarabank.com; Website: www.canarabank.com	
(To be filled in by the Applicant) Received from _____ Address _____ _____ an application for _____ Bonds vide UTR No. _____ Drawn _____ on _____ Dated _____ amounting to Rs. _____	All future communication in connection with this application should be made to M/s Cameo Corporate Services Ltd (RTA), Subramanian Building, No.1, Club House Road, Chennai - 600 002, Tel. No: 044 - 2846 0425 (D), 2846 0390 (5 lines), E-mail: cameo@cameoindia.com Website: https://cameoindia.com/ addressed to the Registrars: quoting full name of Sole/ First Applicant, Application No., Number of Bonds applied for, Date, Bank and Branch where the application was submitted

INSTRUCTIONS

- Application forms must be completed in full in BLOCK LETTERS IN ENGLISH. A blank space must be left between two or more parts of the name.

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Signature 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.

- Application forms duly completed in all respects must be submitted with the Bank.
- The remittance of allotment amount should be made by electronic transfer of funds through RTGS/NEFT Mechanism for credits as per allotment letter received from EBP Platform.
- Cheques, Demand Draft, Cash, Money Orders, Postal Orders shall not be accepted.
- As a matter of precaution against possible fraudulent encashment of interest warrants due to loss / misplacement, applicants are requested to mention the full particulars of their bank account, as specified in the Application Form. Interest warrants will then be made out in favour of the bank for credit to the applicants account. In case the full particulars are not given, cheques will be issued in the name of the applicant at his/ her risk.
- Receipt of applications shall be acknowledged by the Bank in the "Acknowledgment Slip", appearing below the Application Form. No separate receipt will be issued.

Key Information Document
 (Confidential & for Private Circulation Only)

5. All applicants should mention their Permanent Account Number (PAN) or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District and encloses a copy of the same.
6. The application would be accepted as per the terms outlined in the Key Information Document dated 17/02/2026.
7. Documents to be provided by applicants: Applicants need to submit the following documentation, along with the application form, as applicable:
 - Memorandum and Article of Association / Constitutional Documents / Bye-laws / Trust Deed;
 - Board Resolution authorizing the investment and containing operating instructions;
 - Power of Attorney / relevant resolution / authority to make application;
 - Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;
 - Government Notification (in case of Primary Co-operative Bank and RRBs);
 - Copy of Permanent Account Number Card ("PAN Card") issued by the Income Tax Department; Copy of a cancelled cheque for ECS payments;
 - Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable.

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ANNEXURE-VII

Illustration of Cash Flow

Disclosure of Cash flow with date of interest and redemption payment as per day count convention
As per Chapter III of SEBI Master Circular, illustrative cash flow for bonds is as under:

ILLUSTRATION:

Name of the Issuer	Canara Bank
Face Value (per bond)	Rs. 1,00,00,000/-
Deemed Date of Allotment	27-02-2026
Call option Date	27-02-2031 (Or any anniversary date thereafter, subject to Tax Call/Regulatory Call, For details refer Term sheet)
Redemption Date	27-02-2036
Coupon Rate	7.24% p.a.
Frequency of Interest payment	Annually
Day Count Convention	Actual/Actual

Scenario 1: Call Option not exercised

Cash Flows	Original Coupon Payment dates and Illustrative Call Option Due date	Modified Coupon Payment Dates and Illustrative Call Option Due Date	No of Days for Denominator	Amount Payable per Bond (in Rs)
1st Coupon Payment	27.02.2027	01.03.2027	365	7,24,000
2nd Coupon Payment	27.02.2028	28.02.2028	365	7,24,000
3rd Coupon Payment	27.02.2029	27.02.2029	366	7,24,000
4th Coupon Payment	27.02.2030	27.02.2030	365	7,24,000
5th Coupon Payment	27.02.2031	27.02.2031	365	7,24,000
6th Coupon Payment	27.02.2032	27.02.2032	365	7,24,000
7th Coupon Payment	27.02.2033	28.02.2033	366	7,24,000
8th Coupon Payment	27.02.2034	27.02.2034	365	7,24,000
9th Coupon Payment	27.02.2035	27.02.2035	365	7,24,000
10th Coupon Payment	27.02.2036	27.02.2036	365	7,24,000
Redemption of Principal on account of Maturity	27.02.2036	27.02.2036	365	1,00,00,000

Notes:

- The above example is for illustration purpose only. The actual payment will be made as per provisions of summary term sheet.
- Business day shall be the day on which money on which commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai. If the interest payment date / redemption date does not fall on a Business Day, then payment of interest / principal amount shall be made in accordance with SEBI NCS Master Circular.
- If any coupon payment date, 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. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the bonds.
- 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

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redemption date, along with interest accrued on the bonds until but excluding the date of such payment.

5. It is clarified that interest / redemption with respect to debentures, interest / redemption payments shall be made only on the days when commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai.
6. Interest payments will be rounded off to the nearest rupee as per the FIMMDA Handbook on market practices.

Scenario 2: Assuming Call Option is exercised at the end of the 5th anniversary of the Deemed Date of Allotment.

Cash Flows	Original Coupon Payment dates and Illustrative Call Option Due date	Modified Coupon Payment Dates and Illustrative Call Option Due Date	No of Days for Denominator	Amount Payable per Bond (in Rs)
1st Coupon Payment	27.02.2027	01.03.2027	365	7,24,000
2nd Coupon Payment	27.02.2028	28.02.2028	365	7,24,000
3rd Coupon Payment	27.02.2029	27.02.2029	366	7,24,000
4th Coupon Payment	27.02.2030	27.02.2030	365	7,24,000
5th Coupon Payment	27.02.2031	27.02.2031	365	7,24,000
Redemption of Principal on account of exercise of Call Option*.	27.02.2031	27.02.2031	365	1,00,00,000

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Notes:

1. The above example is for illustration purpose only. The actual payment will be made as per provisions of summary term sheet.
2. Business day shall be the day on which money on which commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai. If the interest payment date / redemption date does not fall on a Business Day, then payment of interest / principal amount shall be made in accordance with SEBI NCS Master Circular.
3. If any coupon payment date, 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. However, the future coupon payment dates would be as per the schedule originally stipulated at the time of issuing the bonds.
4. 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 bonds until but excluding the date of such payment.
5. It is clarified that interest / redemption with respect to debentures, interest / redemption payments shall be made only on the days when commercial banks are open for business in the city of Bengaluru, Karnataka and when the money market in functioning in Mumbai.
6. Interest payments will be rounded off to the nearest rupee as per the FIMMDA Handbook on market practices.

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ANNEXURE VIII

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTIONCTIONS

A. Total number of outstanding litigations against the Company and amount involved:

Name of the	Criminal Proceedings	Tax Proceedings	Statutory or Regulatory Proceedings	Disciplinary actions by the SEBI or Stock Exchanges against our Promoters	Material Civil Litigations	Aggregate amount involved (Rs. in crores)
Company						
By the Company						
Against the Company					2964	10168.72**
Directors						
By the Directors						
Against the Directors						
Promoters						
By the Promoters						
Against the Promoters						
Subsidiaries						
By the Subsidiaries						
Against the Subsidiaries						

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B. Brief details of top 5 material outstanding litigations against the company and amount involved :

Sr. No.	Particulars	Litigation filed by	Current status	Amount involved
List Attached as Annexure-I				

C. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company, if any (200-300-word limit in total).

D. Brief details of outstanding criminal proceedings against promoters (200-300) word limit in total.

E. Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer.

F. Details of pending proceedings initiated against the issuer for economic offences, if any. : Unless otherwise mentioned in this General Information Document and the relevant Key Information Document(s), the Bank is not aware of pending proceedings against



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the Bank for economic offences.

- G. Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.
- H. The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.
- I. Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares: **Material Civil Litigation 2964 with Aggregate amount involved Rs. 10168.72 Crores.****

Note: ** Audited Data as on 31.12.2025, collected from all Circles and Wings excluding data pertaining to Income Tax matters. Income Tax matters are followed up by BS&CA Section, FM Wing, Head Office.


SUMIT KUMAR SINGH
DIVISIONAL MANAGER



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ANNEXURE - I

Sl No.	Particulars	Litigation Filed by	Current Status	Amount Involved (Rs. in Crores)
1	M/s Vertex Spinning Ltd. Through Mr. Mahesh Soni Vs Syndicate Bank & Ors. Comms/13/2024, 7 th ASJ Court Indore.	M/s Vertex Spinning Ltd.	The Matter is listed on 06.03.2026 for hearing.	3947.87
2	Tanaya Gems & Gautam G Mehta V/s Canara Bank, Other Banks Case No. Suit No. 212 of 2011 Bombay High Court	M/s Tanaya Gems	Next date of hearing is yet to be notified.	1842.33
3	M/s Prakash Conductors V/s Canara Bank CC/1446/2015 National Consumer Disputes Redressal Commission, New Delhi	M/s Prakash Conductors	Matter is listed for substitution application on 01.04.2026.	436.18
4	M/s PGH International V/s Canara Bank Comm. Suit No. 13/2023 VIII Additional District Judge, District Court Bhopal	M/s PGH International	The matter is listed on 20.04.2026 for hearing.	250.00
5	Canara Bank Vs SKS Power Generation Ltd. (M/s Cethar Ltd.) SLP No. 2418/2023 Hon'ble Supreme Court of India	SKS Power Generation Ltd. (M/s Cethar Ltd.)	The matter was listed on 30.01.2026 and next date of hearing is yet to be notified.	124.78

Name of the Company (Canara Bank)	Material Civil Litigations	Aggregate Amount Involved (Rs. In Cr)
By the Company	--	--
Against the Company	2964	10168.72**

Note: ** Audited Data as on 31.12.2025, collected from all Circles and Wings excluding data pertaining to Income Tax matters. Income Tax matters are followed up by BS&CA Section, FM Wing, Head Office.


SUMIT KUMAR SINGH
DIVISIONAL MANAGER



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Annexure – IX

Certified True copy of order passed by Board of Directors and Management Committee of the Board.



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS MEETING HELD ON 12.06.2025 FOR CAPITAL RAISING PLAN AND PROFIT TARGETS FOR FY2025-26 AND CAPITAL PROJECTIONS TILL FY 2029-30

The Board of Directors considered the Note dated 29.05.2025 of Financial Management Wing, Head Office, Bangalore.

Resolved to permit the following, as detailed and recommended in the agenda note:

"Read the office Note FMW: BSCA: CP: ON 46: 2025 Dated 29.05.2025 of the Financial Management Wing, Head Office, Bengaluru.

Resolved that approval be and is granted for the capital raising plan & profit targets for FY 2025-26 and the capital plan projections till FY 2029-30 under the three scenarios - moderate, optimistic and pessimistic- as detailed in the note and its annexures as required under the ICAAP document of the Bank.

Resolved Further that approval be and is granted to raise capital at an appropriate time during FY 2025-26 subject to the market conditions and necessary approvals as per the following:

1. Basel III Compliant Additional Tier-I Bonds to the extent of Rs. 3,500Crores.
2. Basel III Compliant Tier-II Bonds to the extent of Rs. 6,000 Crores."

प्रमाणित मूल प्रति
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संतोष कुमार बारिक / SANTOSH KUMAR BARIK
कंपनी सचिव / Company Secretary
केनरा बैंक CANARA BANK
सचिवालय / SECRETARIAL DEPARTMENT
प्र. का. बंगलूरु H. O. BENGALURU - 560 002

सचिवालय विभाग
प्रधान कार्यालय
112, जे सी रोड, बंगलूरु - 560002
E-Mail - hosecretarial@canarabank.com

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Annexure – X

Audited Financial Statement on Standalone and Consolidated basis for a period of three completed years with Auditor's Report along with the requisite schedules, foot notes, summary etc.

ANNUAL REPORT 2024-25

<https://canarabank.com/UploadedFiles/Pdf/Annual%20Report%20%E2%80%932024-25.pdf>

ANNUAL REPORT 2023-24

[https://canarabank.com/UploadedFiles/Pdf/CB_Ar%20Report%20for%20uploading%20\(1\)-310524.pdf](https://canarabank.com/UploadedFiles/Pdf/CB_Ar%20Report%20for%20uploading%20(1)-310524.pdf)

ANNUAL REPORT 2022-23

https://canarabank.com/UploadedFiles/Pdf/01-CB_Annual_Report2022-20231109.pdf

June 2025 Quarter Financial statement link

https://canarabank.com/UploadedFiles/Pdf/outcome_june_2025.pdf

September 2025 Quarter Financial statement links

<https://canarabank.bank.in/pages/investor-presentation>

December 2025 Quarter Financial statement links

<https://www.canarabank.bank.in/documents/d/guest/investors-presentation-dec-25>

Last three years financial Statements links:

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2024-25

https://canarabank.com/UploadedFiles/Pdf/Board%20meeting%20outcome_0805.pdf

2023-2024

<https://canarabank.com/UploadedFiles/Pdf/OUTCOME2SIGN-0905024.pdf>

2022-2023

<https://canarabank.com/UploadedFiles/Pdf/ResultsQ4FY23-08052023.pdf>