

DISCLOSURE DOCUMENT DATED 19<sup>th</sup> MARCH , 2015



**SYNDICATE BANK**

(A Government of India Undertaking)

**Head Office:** Door No. 16/355 and 16/365A, Manipal - 576104, Udupi District, Karnataka (India)

**Tel. No:** (0820) 2571181 to 2571196 (16 lines); **Fax No.:** (0820) 2570392; **E-mail:** cobds@syndicatebank.co.in

**Corporate Office:** 2nd Cross, Gandhi Nagar, Bangalore - 560009, Karnataka (India)

**Tel. No:** (080) 22267545, 22267548, 22266889; **Fax No.:** (080) 22268717; **E-mail:** inrc@syndicatebank.co.in

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DISCLOSURE DOCUMENT ISSUED IN CONFORMITY WITH SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF DEBT SECURITIES) REGULATIONS, 2008 ISSUED VIDE CIRCULAR NO. LAD-NRO/GN/2008/13/127878 DATED JUNE 06, 2008, AS AMENDED AND SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF DEBT SECURITIES) (AMENDMENT) REGULATIONS, 2012 ISSUED VIDE CIRCULAR NO. LAD-NRO/GN/2012-13/19/5392 DATED OCTOBER 12, 2012, AS AMENDED AND SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF DEBT SECURITIES) (AMENDMENT) REGULATIONS, 2014 ISSUED VIDE CIRCULAR NO. LAD-NRO/GN/2013-14/43/207 DATED JANUARY 31, 2014, AS AMENDED

PRIVATE PLACEMENT OF UNSECURED REDEEMABLE NON-CONVERTIBLE FULLY PAID UP BASEL III COMPLIANT TIER II BONDS IN THE NATURE OF DEBENTURES FOR INCLUSION IN TIER II CAPITAL OF FACE VALUE OF RS. 10 LACS EACH ("BONDS") AGGREGATING TO RS. 400 CRORES BY SYNDICATE BANK (THE "ISSUER" OR THE "BANK")

**DEBENTURE TRUSTEE**



SBICAP Trustee  
Company Ltd.

**SBICAP Trustee Company Limited**

Apeejay House, 6th Floor  
3, Dinshaw Wacha Road  
Churchgate  
Mumbai - 400020

**Tel. No:** (022) 43025555

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**E-mail:** corporate@sbicaptrustee.com

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**REGISTRAR TO THE ISSUE**



**Karvy Computershare Private Limited**

Plot No. 17 to 24

Vithalrao Nagar

Madhapur

Hyderabad - 500 081

**Tel. No:** (040) 44655000, 44655116

**Fax No:** +91-40-23420814

**E-mail:** mahendra.singh@karvy.com

**Website:** www.karvycomputershare.com

**LISTING**

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

**ISSUE SCHEDULE**

Issue Opening Date	:	20/03/2015
Issue Closing Date	:	23/03/2015
Pay-In Date	:	23/03/2015
Deemed Date of Allotment	:	23/03/2015



## VIII. SUMMARY TERM SHEET

Issuer	Syndicate Bank (the "Bank"/ the "Issuer")
Issue Size	Rs. 100 Crore with green shoe option to retain additional Rs.300 Crore subject to issue size not exceeding Rs.400 Crore.
Option to retain oversubscription	Rs. 100 Crore with green shoe option to retain additional Rs.300 Crore subject to issue size not exceeding Rs.400 Crore.
Objects of the Issue	Augmenting overall capital of the Bank, for future growth and for enhancing long-term resources of the Bank
Instrument	Unsecured Redeemable Non-Convertible Fully Paid Up Basel III Compliant Tier II Bonds in the nature of Debentures for inclusion in Tier II Capital ("Bonds")
Nature and Status of Bonds	The claims of the Bondholders shall be (a) senior to the claims of investors in instruments eligible for inclusion in Tier 1 capital; (b) subordinate to the claims of all depositors and general creditors of the Bank; and(c) shall neither be secured nor covered by a guarantee of the issuer or related entity or other arrangement that legally or economically enhances the seniority of the claims of the Bondholders vis-à-vis creditors of the Bank.
Issuance Mode	In Demat mode only
Convertibility	Non-Convertible
Trading Mode	In Demat mode only
Credit Rating	"[ICRA] AA+ (hyb) with Stable Outlook" by ICRA and "CARE AA+" by CARE
Mode of Issue	Private Placement
Security	Unsecured and Subordinated
Security Name	8.75% Syndicate Bank Basel III compliant Tier II Bonds 2025
Face Value	Rs. 10,00,000/- per Bond
Premium on Issue	Nil
Discount on Issue	Nil
Issue Price	At par (Rs. 10,00,000/- per Bond)
Premium on Redemption	Nil
Discount on Redemption	Nil
Redemption Price	At par (Rs. 10,00,000/- per Bond) subject to provisions in "Loss Absorption Features"
Tenure	10 years
Lock-in-Period	Not Applicable
Minimum Application	1 (one) Bond and in multiples of 1 (one) Bond thereafter
Put Option	None
Put Option Price	Not applicable
Put Option Date	Not applicable
Put Notification Time	Not applicable
Call Option	None
Call Option Price	Not applicable
Call Option Date	Not applicable
Call Notification Time	Not applicable
Redemption/ Maturity	At the end of 10 years from the Deemed Date of Allotment
Redemption Date	23/03/ 2025
Coupon Rate	8.75%p.a.
Step Up/ Step Down Coupon Rate	NA
Coupon Payment Frequency	Annual
Coupon Type	Fixed
Coupon Reset	NA
Coupon Payment Dates	Annually on 23 <sup>rd</sup> March each year till maturity of Bonds





Day Count Basis	Actual/ Actual Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.												
Interest on Application Money against which Allotment is made	In respect of applicants who get allotment of Bonds in the Issue, interest on application money shall be paid 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) on the aggregate face value amount of Bonds for the period starting from and including the date of realization of application money in Issuer's account upto but excluding the Deemed Date of Allotment. Such interest on application money shall be paid by the Issuer to the allottees within 15 (Fifteen) days from the Deemed Date of Allotment.												
Interest on Refunded Money against which Allotment is not made	In respect of applications, which are valid but rejected on account of oversubscription(excluding the valid rejections), interest on refunded money shall be paid 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) for the period starting from and including the date of realization of application money in Issuer's account upto but excluding the Deemed Date of Allotment. The refund amounts together with interest thereon shall be paid by the Issuer to the relevant applicants within 15 (Fifteen) days from the Deemed Date of Allotment.  No interest on application money will be paid in respect of applications which are invalid and rejected for not being in accordance with the terms of this Disclosure Document.												
Listing	The Bonds are proposed to be listed on the Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited (NSE)												
Trustees	SBICAP Trustee Company Limited												
Depositories	National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL")												
Registrars	Karvy Computershare Private Limited												
Settlement	Payment of interest and repayment of principal amount shall be made by the Bank by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ NECS/ RTGS/ NEFT mechanism or any other online facility allowed by the RBI												
Record Date	15 days prior to each Coupon Payment Date and Redemption Date												
Business Day/ Working Day	Business Days/ Working Days shall be all days (excluding Sundays and public holidays) on which commercial banks are open for business in the city of Mumbai, Maharashtra, except with reference to Issue Period and Record Date, where Business Days/ Working Days shall mean all days, excluding Sundays and public holidays in Mumbai or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881.												
Effect of holidays	If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made by the Bank on the immediately succeeding Business Day along with interest for such additional period. Further, interest for such additional period so paid, shall be deducted out of the interest payable on the next Coupon Payment Date.  If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.  In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.												
Payment Mode	Applicants may make remittance of application money either through cheque(s)/ demand draft(s) drawn in favour of "Syndicate Bank Bonds-Subordinated Tier II" and crossed "Account Payee Only" payable at par at place/ centre where the application form is deposited or by way of electronic transfer of funds through funds transfer/ RTGS mechanism for credit in the account as per following details: <table> <tr> <td>Name of the Banker</td><td>Syndicate Bank</td></tr> <tr> <td>Account Name</td><td>Syndicate Bank Bonds-Subordinated Tier II</td></tr> <tr> <td>Credit into Current A/c No.</td><td>50023170000060</td></tr> <tr> <td>IFSC Code</td><td>SYNB0005002</td></tr> <tr> <td>Address of the Branch</td><td>T&amp;IBD, 2nd Floor, Maker Tower E, Cuffe Parade, Mumbai</td></tr> <tr> <td>Narration</td><td>Application Money for Bonds Issue 2014-15</td></tr> </table>	Name of the Banker	Syndicate Bank	Account Name	Syndicate Bank Bonds-Subordinated Tier II	Credit into Current A/c No.	50023170000060	IFSC Code	SYNB0005002	Address of the Branch	T&IBD, 2nd Floor, Maker Tower E, Cuffe Parade, Mumbai	Narration	Application Money for Bonds Issue 2014-15
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Address of the Branch	T&IBD, 2nd Floor, Maker Tower E, Cuffe Parade, Mumbai												
Narration	Application Money for Bonds Issue 2014-15												



Eligible Investors	Insurance Companies, Mutual Funds, Public Financial Institutions as defined under section 2(72) of the Companies Act, 2013, Scheduled Commercial Banks, Provident Funds, Gratuity Funds, Superannuation Funds, Pension Funds, Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures, Companies and Bodies Corporate authorized to invest in bonds/ debentures, Trusts authorized to invest in bonds/ debentures, Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures, Partnership Firms formed under applicable laws in India in the name of the partners, any other person allowed to invest in the bond issue.
Non-Eligible classes of Investors	Minors without a guardian name, Foreign Institutional Investors, Qualified Foreign Investors, Foreign Nationals, Non Resident Indians, Persons resident outside India, Venture Capital Funds, Alternative Investment Funds, Overseas Corporate Bodies and Person ineligible to contract under applicable statutory/ regulatory requirements.
Seniority of the Instrument	<p>The claims in respect of the Bonds , subject to Condition No. 40 (Permanent principal write down at the point of Non-Viability ), will rank :</p> <ol style="list-style-type: none"> <li>Superior to the claims of investors in instruments eligible for inclusion in Tier-I capital of the Bank ;</li> <li>Subordinate to the claims of all depositors , general creditors and sub-ordinated debt of the issuer other than sub-ordinated debt qualifying as a Tier –II Capital (as the term is defined in the Basel III guidelines of the Reserve Bank of India ) of the issuer;</li> <li>Pari-passu without preference amongst themselves and other debt instruments classified as Tier II Capital in terms of Basel III guidelines ; and</li> <li>To the extent permitted by the Basel III Guidelines , pari-passu with any sub-ordinated obligation eligible for inclusion in Tier II Capital under the then prevailing Basel III Guidelines , if any .</li> </ol> <p><i>Bondholders will not be entitled to receive notice of , or attend or vote at , any meeting of Shareholders of the Issuer or participate in the management of the issuer .</i></p>
Loss Absorption Features	<p>The Bonds shall be subject to loss absorbency features applicable for non-equity capital instruments in pursuance of Master Circular No. DBOD.No.BP.BC.6/21.06.2014-15 dated July 01, 2014 issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital (Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non-equity regulatory capital instruments at the Point of Non Viability ("PONV") (Annex 16 of the Master Circular) read along with RBI Circular No. DBOD.No.BP.BC.38/21.06.2014/ 2014-15 dated September 01, 2014 on "Implementation of Basel III Capital Regulations in India- Amendments as amended from time to time."</p> <p>Accordingly, the Bonds shall be subject to loss absorbency features whereby the Bonds shall, at the option of the Reserve Bank of India, be permanently written off upon occurrence of the 'Point of Non-Viability (PONV)' trigger event. As per the extant RBI Regulations, salient features of these provisions are as follows:</p> <ol style="list-style-type: none"> <li>The PONV Trigger event shall be the earlier of: <ol style="list-style-type: none"> <li>a decision that a permanent write-off, without which the Bank would become non-viable, is necessary, as determined by the RBI; and</li> <li>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 consequent to 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.</li> </ol> </li> </ol> <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 1 and Tier II) regulatory capital instrument.</p>





	<p>2. The write-off of the Bonds consequent upon the trigger event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. The contractual terms and conditions of the Bonds does not provide for any residual claims on the Issuer which are senior to ordinary shares of the Bank (or banking group entity where applicable), following a trigger event and when write-off is undertaken.</p> <p>3. In order to ensure that these requirements are met, the Bank confirms that there are no legal impediments to permanent write-off of the Bonds issued by the Bank (or a banking group entity, where applicable) upon occurrence of a trigger event.</p>
	<p>4. For the purpose of these guidelines, a non-viable bank shall be a bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the RBI unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern. The difficulties faced by 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 shall include permanent write-off of the Bonds in combination with or without other measures as considered appropriate by the RBI.</p> <p>5. 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 situations raising capital may not be considered a part of the solution and therefore, may not attract provisions of this framework.</p> <p>6. A bank facing financial difficulties and approaching a PONV shall be deemed to have achieved viability if within a reasonable time in the opinion of the RBI; it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including augmentation of equity capital through write-off of the Bonds is likely to:</p> <ol style="list-style-type: none"> <li>Restore depositors'/investors' confidence;</li> <li>Improve rating/creditworthiness of the bank and thereby improve its borrowing capacity and liquidity and reduce cost of funds; and</li> <li>Augment the resource base to fund balance sheet growth in the case of fresh injection of funds.</li> </ol> <p>7. The amount of Bonds to be permanently written-off shall be determined by the RBI.</p> <p>8. When a bank breaches the PONV trigger and the equity is replenished through permanent write-off of the Bonds, such replenished amount of equity shall be excluded from the total equity of the bank for the purpose of determining the proportion of earnings to be paid out as dividend in terms of rules laid down for maintaining capital conservation buffer. However, once the bank has attained total Common Equity ratio of 8% without counting the replenished equity capital, that point onwards, the bank may include the replenished equity capital for all purposes. If the total CET1 ratio of the bank falls again below the total Common Equity ratio of 8%, it would include the replenished capital for the purpose of applying the capital conservation buffer framework.</p> <p>9. Treatment of the Bonds in the event of Winding-Up, Amalgamation, Acquisition, Re-Constitution etc. of the Bank</p> <ol style="list-style-type: none"> <li>If the Bank goes into liquidation before the Bonds have been permanently written-off, the Bonds shall absorb losses in accordance with the order of seniority and as per usual legal provisions governing priority of charges.</li> </ol>



	<p>b) If the Bank goes into liquidation after the Bonds have been permanently written-off, the Bondholders shall have no claim on the proceeds of liquidation.</p> <p>Amalgamation of a banking company: (Section 44 A of BR Act, 1949).</p> <p>c) If the Bank is amalgamated with any other bank before the Bonds have been permanently written-off, the Bonds shall become part of the corresponding categories of regulatory capital of the new bank emerging after the merger.</p> <p>d) If the Bank is amalgamated with any other bank after the Bonds have been permanently written-off, the Bonds cannot be written-up by the amalgamated entity.</p>
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	<p>Scheme of reconstitution or amalgamation of a banking company: (Section 45 of BR Act, 1949)</p> <p>e) 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, such a bank will be deemed as non-viable or approaching non-viability and both the pre-specified trigger and the trigger at the point of non-viability for write-off of the Bonds shall be activated. Accordingly, the Bonds shall be fully written-off permanently before amalgamation/ reconstitution in accordance with these rules.</p> <p>10. The order of write-down of the present Tier II 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 instrument" as mentioned earlier in this document and as per usual legal provisions governing priority of charges.</p> <p>11. The above framework shall be invoked when the Bank is adjudged by the RBI to be approaching the point of non-viability, or has already reached the point of non-viability, but in the views of RBI:</p> <p>a) there is a possibility that a timely intervention in form of capital support, with or without other supporting interventions, is likely to rescue the Bank; and</p> <p>b) if left unattended, the weaknesses would inflict financial losses on the Bank and, thus, cause decline in its common equity level.</p> <p>12. The purpose of permanent write-off of the Bonds shall be to shore up the capital level of the Bank.</p> <p>13. Once the PONV is confirmed, the next step would be to decide whether rescue of the Bank would be through write-off of the Bonds alone or write-off of the Bonds in conjunction with a public sector injection of funds.</p> <p>14. The trigger at PONV shall be evaluated both at consolidated and solo level and breach at either level shall trigger write-off.</p>
Order of claim at the event of gone concern situation	<p>The order of claim of various types of regulatory capital instruments which are already issued by the Bank and which will be issued in future shall be as under:</p> <p>Tier II debt instruments will be superior to the claims of investors in equity shares, perpetual non-cumulative preference shares &amp; AT 1 instruments and subordinate to the claims of all depositors and general creditors. However, write down/claim of Tier II capital instruments will be on pari-passu basis amongst themselves irrespective of the date of issue</p>
Prohibition on Purchase/ Funding of Bonds	<p>Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall not grant advances against the security of the Bonds issued by it.</p>





Treatment in Bankruptcy/ Liquidation	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
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 Mumbai, Maharashtra.
RBI Regulations	Master Circular No. DBOD.No.BP.BC.6/21.06.201/2014-15 dated July 01, 2014 issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital(Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non-equity regulatory capital instruments at the Point of Non Viability (PONV) (Annex 16 of the Master Circular) read along with RBI Circular No. DBOD.No.BP.BC.38/21.06.201/2014-15 dated September 01, 2014 on "Implementation of Basel III Capital Regulations in India- Amendments -as amended from time to time"
SEBI Regulations	Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide circular no. LAD-NRO/GN/2012-13/19/5392 dated October 12, 2012, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2014 issued vide circular no. LAD-NRO/GN/2013-14/43/207 dated January 31, 2014, as amended.
Cross Default	Not Applicable
Events of Default	The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
Additional Covenants	<p>a) Default in Payment: In case of default in payment of interest and/ or redemption of principal amount on the due dates (except in case of regulatory requirements prescribed under RBI Regulations), the Bank shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.</p> <p>b) Delay in Listing: The Bank shall make listing application to NSE within 15 days from the Deemed Date of Allotment of the Bonds and seek listing permission within 20 days from the Deemed Date of Allotment of Bonds. In case of delay in listing of the Bonds beyond 20 days from the Deemed Date of Allotment, the Bank shall pay penal interest at the rate of 1.00% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).</p> <p>The interest rates mentioned in covenants (a) and (b) shall be independent of each other.</p>
Transaction Documents	<p>The Bank 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"> <li>Letter appointing Debenture Trustee;</li> <li>Debenture Trustee Agreement;</li> <li>Letter appointing Registrar and agreement entered into between the Bank and the Registrar;</li> <li>Rating letter from ICRA;</li> <li>Rating letter from CARE;</li> <li>Tripartite Agreement between the Bank; Registrar and NDSL for issue of Bonds in dematerialized form;</li> <li>Tripartite Agreement between the Bank; Registrar and CDSL for issue of Bonds in dematerialized form;</li> <li>Application made to NSE for seeking its in-principle approval for listing of Bonds;</li> <li>Listing Agreement with NSE.</li> </ol>
Conditions precedent to subscription of Bonds	<p>The subscription from applicants shall be accepted for allocation and allotment by the Bank subject to the following:</p> <ol style="list-style-type: none"> <li>Rating letter from ICRA not being more than one month old from the issue opening date;</li> <li>Rating letter from CARE not being more than one month old from the issue opening date;</li> <li>Consent letter from the Debenture Trustee to act as Trustee to the Bondholder(s);</li> <li>Letter from NSE conveying in-principle approval for listing of Bonds.</li> </ol>



Conditions subsequent to subscription of Bonds	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per terms of the Disclosure Document:</p> <ol style="list-style-type: none"> <li>Credit of demat account(s) of the Allottee(s) by the number of Bonds allotted within 2 (Two) working days from the Deemed Date of Allotment;</li> <li>Making application to NSE within 15 days from the Deemed Date of Allotment to list the Bonds and seek listing permission within 20 days from the Deemed Date of Allotment in terms of sub-section (1) of Section 73 of the Companies Act, 1956 (1 of 1956);</li> <li>Besides, the Bank shall perform all activities, whether mandatory or otherwise, as mentioned in the Disclosure Document.</li> </ol>	
Role and Responsibilities of Debenture Trustee	<p>The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture 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 Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trustee Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.</p> <p>The Debenture Trustee shall be vested with the requisite powers for protecting the interest of holder(s) of the Bonds. The Debenture Trustee shall ensure disclosure of all material events on an ongoing basis.</p> <p>The Issuer 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 &amp; Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended. Besides, 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 so submitted with all 'Qualified Institutional Buyers' (QIBs) within two working days of their specific request.</p>	
Issue Schedule *	Issue Opening Date	20/03/2015
	Issue Closing Date	23/03/2015
	Pay-In Date	23/03/2015
	Deemed Date of Allotment	23/03/2015

\* 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 and/or Redemption Date may also be changed at the sole and absolute discretion of the Bank.

**IX. TERMS OF OFFER (DETAILS OF DEBT SECURITIES PROPOSED TO BE ISSUED, MODE OF ISSUANCE, ISSUE SIZE, UTILIZATION OF ISSUE PROCEEDS, STOCK EXCHANGES WHERE SECURITIES ARE PROPOSED TO BE LISTED, REDEMPTION AMOUNT, PERIOD OF MATURITY, YIELD ON REDEMPTION, DISCOUNT AT WHICH OFFER IS MADE AND EFFECTIVE YIELD FOR INVESTOR)**

**PRIVATE PLACEMENT OF UNSECURED REDEEMABLE NON-CONVERTIBLE FULLY PAID UP BASEL III COMPLIANT TIER II BONDS IN THE NATURE OF DEBENTURES FOR INCLUSION IN TIER II CAPITAL OF FACE VALUE OF RS. 10 LACS EACH ("BONDS") AGGREGATING TO RS. 400 CRORES BY SYNDICATE BANK (THE "ISSUER" OR THE "BANK")**

**1. ISSUE SIZE**





Syndicate Bank(the "Issuer" or the "Bank")proposes to raise Rs. 400 Crore through issue of Unsecured Redeemable Non-Convertible Fully Paid Up Basel III Compliant Tier II Bonds in the nature of Debentures for inclusion in Tier II Capital of Face Value of Rs. 10 Lac each ("Bonds")(the "Issue") by way of private placement.

## 2. ELIGIBILITY TO COME OUT WITH THE ISSUE

The Bank or its promoter has not been restrained or prohibited or debarred by SEBI/any other Government authority from accessing the securities market or dealing in securities and no such direction or order is in force.

## 3. REGISTRATION AND GOVERNMENT APPROVALS

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any government authority(ies) is required by it to undertake the proposed activities excepting those approvals which may be required to be taken in the normal course of business from time to time.

## 4. AUTHORITY FOR THE ISSUE

The present issue of Bonds is being made pursuant to the resolution of the Board of Directors of the Issuer, passed at its meeting held on 7<sup>th</sup> May, 2014 and the delegation provided there under.

The present issue of Bonds is being made in pursuance of Master Circular No. DBOD.No.BP.BC.6/21.06.201/2014-15 dated July 01, 2014 issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital(Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non-equity regulatory capital instruments at the Point of Non Viability (PONV) (Annex 16 of the Master Circular) read along with RBI Circular No. DBOD.No.BP.BC.38/21.06.201/2014-15 dated September 01, 2014 on "Implementation of Basel III Capital Regulations in India- Amendments" as amended from time to time.

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

The Bonds offered are subject to provisions of the Companies Act,2013, Securities Contract Regulation Act 1956, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, terms of this Disclosure 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.

## 5. OBJECTS OF THE ISSUE

The proposed issue of Bonds is being made for augmenting overall capital of the Bank for future growth and for enhancing the long-term resources of the Bank.

## 6. UTILISATION OF ISSUE PROCEEDS

The funds being raised by the Issuer through present issue of Bonds are not meant for financing any particular project. The Issuer shall utilise the proceeds of the Issue for augmenting overall capital of the Bank and for enhancing the long term resources of the Bank . The Issuer is subject to a number of regulatory checks and balances as stipulated in its regulatory environment. The Issuer is a Government of India undertaking under the administrative control of Ministry of Finance, Government of India and is managed by professionals under the supervision of the Board of Directors. The management of the Issuer shall ensure that the funds raised via the present Issue shall be utilized only towards satisfactory fulfilment of the objects of the Issue.

The Issuer undertakes that proceeds of the present 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).



In accordance with the SEBI Debt Regulations, the Issuer undertakes that it shall not utilise the proceeds of the Issue for providing loan to or acquisition of shares of any person who is part of the same group or who is under the same management. However, the Issuer is a Government of India undertaking and, as such, it does not have any identifiable 'Group Companies' or 'Companies under the same Management'. The Issue proceeds shall not be utilised towards full or part consideration for the purchase or any acquisition, including by way of a lease, of any property.

Further, the Issuer undertakes that Issue proceeds from the present issue of Bonds shall not be used for any purpose which may be in contravention of the RBI guidelines on bank financing to NBFCs including those relating to classification as capital market exposure or any other sectors that are prohibited under the RBI regulations.

## 7. MINIMUM SUBSCRIPTION

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

## 8. UNDERWRITING

The present Issue of Bonds is not underwritten.

## 9. NATURE AND STATUS OF THE BONDS / SENIORITY OF CLAIM

The claims of the Bondholders shall be (a) senior to the claims of investors in instruments eligible for inclusion in Tier 1 capital; (b) subordinate to the claims of all depositors and general creditors of the Bank; and (c) shall neither be secured nor covered by a guarantee of the issuer or related entity or other arrangement that legally or economically enhances the seniority of the claims of the Bondholders vis-à-vis creditors of the Bank.

## 10. LOSS ABSORPTION FEATURES

Please refer to section “Loss Absorption Features” in Summary Term Sheet.

## 11. RBI REGULATIONS

The present issue of Bonds is being made in pursuance of Master Circular No. DBOD.No.BP.BC.6/21.06.201/2014-15 dated July 01, 2014 issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital (Annex 5 of the Master Circular) and minimum requirement to ensure loss absorbency of non-equity regulatory capital instruments at the Point of Non Viability (PONV) (Annex 16 of the Master Circular) read along with RBI Circular No. DBOD.No.BP.BC.38/21.06.201/2014-15 dated September 01, 2014 on "Implementation of Basel III Capital Regulations in India- Amendments as amended from time to time."

## 12. FACE VALUE, ISSUE PRICE, EFFECTIVE YIELD FOR INVESTOR

Each Bond has a face value of Rs.10 lac and is issued as well as redeemable at par i.e. for Rs.10 lac. The Bonds shall be redeemable at par i.e. for Rs.10 lac per Bond. Since there is no premium or discount on either issue price or on redemption value of the Bonds, the effective yield for the investors shall be the same as the Coupon Rate on the Bonds.

## 13. SECURITY

The Bonds are unsecured and subordinated in nature.

#### 14. TERMS OF PAYMENT

The full face value of the Bonds applied for is to be paid along with the Application Form. Applicant needs to send in the Application Form and the cheque(s)/ demand draft(s)/ RTGS for the full value of Bonds applied for.

Face Value per Bond	Minimum Application for	Amount Payable on Application per Bond
Rs.10 lac	1 Bond and in multiples of 1 Bond thereafter	Rs.10 lac





**15. DEEMED DATE OF ALLOTMENT**

All benefits under the Bonds including payment of interest will accrue to the Bondholders from and including (deemed date of allotment 23/03/2015), which shall be the Deemed Date of Allotment. All benefits relating to the Bonds will be available to the investors from the Deemed Date of Allotment. The actual allotment of Bonds may take place on a date other than the Deemed Date of Allotment. The Issuer reserves the right to keep multiple allotment date(s)/ deemed date(s) of allotment at its sole and absolute discretion without any notice. In case if the issue closing date/ pay in dates is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

**16. LETTER(S) OF ALLOTMENT/ BOND CERTIFICATE(S)/ REFUND ORDER(S)/ ISSUE OF LETTER(S) OF ALLOTMENT**

The beneficiary account of the investor(s) with National Securities Depository Limited (NSDL)/ Central Depository Services (India) Limited (CDSL)/ Depository Participant will be given initial credit within 2 working days from the Deemed Date of Allotment. The initial credit in the account will be akin to the Letter of Allotment. On completion of the all statutory formalities, such credit in the account will be akin to a Bond Certificate.

**17. ISSUE OF BOND CERTIFICATE(S)**

Subject to the completion of all statutory formalities within timeframe prescribed in the relevant regulations/act/rules etc, the initial credit akin to a Letter of Allotment in the Beneficiary Account of the investor would be replaced with the number of Bonds allotted. The Bonds since issued in electronic (dematerialized) form, will be governed as per the provisions of The Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other applicable laws and rules notified in respect thereof. The Bonds shall be allotted in dematerialized form only.

**18. DEPOSITORY ARRANGEMENTS**

The Issuer has appointed **Karvy Computershare Private Limited** (Address: Plot No. 17 to 24, Vithalrao Nagar, Madhapur, Hyderabad - 500 081; Tel. No: (040) 44655000, 44655116; Fax No: +91-40-23420814; E-mail: mahendra.singh@karvy.com; Website: www.karvycomputershare.com) as the Registrar ("Registrar") for the present Bond Issue. The Issuer has entered into necessary depository arrangements with National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL") for dematerialization of the Bonds offered under the present Issue, in accordance with the Depositories Act, 1996 and regulations made thereunder. In this context, the Issuer has signed two tripartite agreements as under:

- Tripartite Agreement between the Issuer, NSDL and the Registrar for dematerialization of the Bonds offered under the present Issue.
- Tripartite Agreement between the Issuer, CDSL and the Registrar for dematerialization of the Bonds offered under the present Issue.

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

**19. PROCEDURE FOR APPLYING FOR DEMAT FACILITY**

- Applicant(s) must have a Beneficiary Account with any Depository Participant of NSDL or CDSL prior to making the application.
- The applicant(s) must specify their beneficiary account number and depository participants ID in the relevant columns of the Application Form.
- If incomplete/incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, the allotment of Bonds shall be held in abeyance till such time satisfactory demat account details are provided by the applicant.
- The Bonds shall be directly credited to the Beneficiary Account as given in the Application Form and after due verification, allotment advice/refund order, if any, would be sent directly to the applicant by the Registrars to the Issue but the confirmation of the credit of the Bonds to the applicant's Depository Account will be provided to the applicant by the Depository Participant of the applicant.





- e. Interest or other benefits with respect to the Bonds would be paid to those bondholders whose names appear on the list of beneficial owners given by the depositories to the Issuer on the Record Date. 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.
- f. Applicants may please note that the Bonds shall be allotted and traded on the stock exchange(s) only in dematerialized form.

## 20. FICTITIOUS APPLICATIONS

Any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the bonds, or otherwise induced a body corporate to allot, register any transfer of bonds therein to them or any other person in a fictitious name, shall be punishable under extant laws.

## 21. MARKET LOT

The market lot will be one Bond ("Market Lot"). Since the Bonds are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of Bonds.

## 22. TRADING OF BONDS

The marketable lot for the purpose of trading of Bonds shall be 1 (One) Bond of face value of Rs.10 lac each. Trading of Bonds would be permitted in demat mode only in standard denomination of Rs.10 lac and such trades shall be cleared and settled in recognised stock exchange(s) subject to conditions specified by SEBI. In case of trading in Bonds which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

## 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 Issuer.

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 Issuer undertakes that it shall use a common form/ procedure for transfer of Bonds issued under terms of this Disclosure Document.

## 25. INTEREST ON APPLICATION MONEY AGAINST WHICH ALLOTMENT IS MADE

In respect of applicants who get allotment of Bonds in the Issue, interest on application money shall be paid 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) on the aggregate face value amount of Bonds for the period starting from and including the date of realization of application money in Issuer's account upto but excluding the Deemed Date of Allotment. The interest cheque(s)/ demand draft(s) for interest on application money shall be dispatched by the Issuer within 15 days from the Deemed Date of Allotment and the relative interest warrant(s) alongwith the Refund Order(s), as the case may be, will be dispatched by registered post to the sole/ first applicant, at the sole risk of the applicant.

## 26. INTEREST ON REFUNDED MONEY AGAINST WHICH ALLOTMENT IS NOT MADE

In respect of applications, which are valid but rejected on account of oversubscription(excluding the valid rejections), interest on refunded money shall be paid 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) for the period





starting from and including the date of realization of application money in Issuer's account upto but excluding the Deemed Date of Allotment. The interest cheque(s)/ demand draft(s) for interest on refunded money (alongwith Refund Orders) shall be dispatched by the Issuer within 15 days from the Deemed Date of Allotment and the relative interest warrant(s) alongwith the Refund Order(s), as the case may be, will be dispatched by registered post to the sole/ first applicant, at the sole risk of the applicant.

No interest on application money will be paid in respect of applications which are invalid and rejected for not being in accordance with the terms of the Disclosure Document.

## 27. INTEREST ON THE BONDS

The Bonds shall carry a fixed rate of interest at the rate of (8.75% per cent per annum) from, and including, the Deemed Date of Allotment up to, but excluding the Redemption Date, payable annually on the "Coupon Payment Dates", on the outstanding principal amount of Bonds till Redemption Date to the holders of Bonds (the "Holders" and each, a "Holder") as of the relevant Record Date. Interest on Bonds will cease from the Redemption Date in all events.

In pursuance of Master Circular No. DBOD.No.BP.BC.6/21.06.201/2014-15 dated July 1, 2014, issued by the Reserve Bank of India on Basel III capital regulations covering criteria for inclusion of debt capital instruments as Tier II Capital, the Bonds shall not have any step-ups or any other incentives to redeem. 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.

If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made by the Bank on the immediately succeeding Business Day along with interest for such additional period. Further, interest for such additional period so paid, shall be deducted out of the interest payable on the next Coupon Payment Date. If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds 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.

## 28. BUSINESS DAY/ WORKING DAY

Business Days/ Working Days shall be all days (excluding Sundays and public holidays) on which commercial banks are open for business in the city of Mumbai, Maharashtra, except with reference to Issue Period and Record Date, where Business Days/ Working Days shall mean all days, excluding Sundays and public holidays in Mumbai or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881.

## 29. EFFECT OF HOLIDAYS

If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made by the Bank on the immediately succeeding Business Day along with interest for such additional period. Further, interest for such additional period so paid, shall be deducted out of the interest payable on the next Coupon Payment Date.

If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Bank on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.

In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.

## 30. DAY COUNT CONVENTION

Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis on the outstanding face value of the Bonds.

## 31. ILLUSTRATION OF CASH FLOWS

In pursuance of SEBI circular no.CIR/IMD/DF/18/2013 dated October 29 2013, set forth below is an illustration for guidance in respect of the day count convention and effect of holidays on payments.

Name of the Issuer	Syndicate Bank
Face Value of the Bonds (per Bond)	Rs.10,00,000
Deemed Date of Allotment	23/03/2015
Redemption	23/03/ 2025
Coupon / Interest Rate	8.75%





Frequency of the Interest Payment with specified dates	First coupon/ interest payment date 23/03/2016 and subsequently on 23 <sup>rd</sup> March of every year until the maturity date/ redemption date
Day Count Convention	Actual / Actual

**Cash Flows**

Particulars	Original Coupon Payment Date & Redemption Date	Modified Coupon Payment Date & Redemption Date	No. of Days	Amount payable per Bond (in Rs.)
Allotment Date	23 March 2015	23 March 2015	-	
1st Coupon Payment	Wednesday, 23 March 2016	Wednesday, 23 March 2016	366	87,500
2nd Coupon Payment	Thursday, 23 March 2017	Thursday, 23 March 2017	365	87,500
3rd Coupon Payment	Friday, 23 March 2018	Friday, 23 March 2018	365	87,500
4th Coupon Payment	Saturday, 23 March 2019	Saturday, 23 March 2019	365	87,500
5th Coupon Payment	Monday, 23 March 2020	Monday, 23 March 2020	366	87,500
6th Coupon Payment	Tuesday, 23 March 2021	Tuesday, 23 March 2021	365	87,500
7th Coupon Payment	Wednesday, 23 March 2022	Wednesday, 23 March 2022	365	87,500
8th Coupon Payment	Thursday, 23 March 2023	Thursday, 23 March 2023	365	87,500
9th Coupon Payment	Saturday, 23 March 2024	Saturday, 23 March 2024	366	87,500
10th Coupon Payment	Sunday, 23 March 2025	Saturday, 22 March 2025	364	87,260
Redemption Date	Sunday, 23 March 2025	Saturday, 22 March 2025	-	10,00,000

**Assumptions:**

For the purposes of the above illustration only Sundays have been considered as non-working days. Wherever the Coupon/ Interest Payment Date and Redemption Date/ Maturity Date are falling on days which are not Business Days, the effect of holidays has been factored in under such cases.

**Notes:**

- As the Redemption Date, also being the last coupon date, is falling due on Sunday, 23 March 2025 which is a holiday, the Coupon Payment Date has been pre-poned to Saturday, 22 March 2025.

THE AGGREGATE COUPON / INTEREST PAYABLE TO EACH BONDHOLDER SHALL BE ROUNDED OFF TO THE NEAREST RUPEE AS PER THE FIXED INCOME MONEY MARKET AND DERIVATIVES ASSOCIATION HANDBOOK ON MARKET PRACTICES.

**32. RECORD DATE**

The 'Record Date' for the Bonds shall be 15 days prior to each Coupon Payment Date and Redemption Date. In case of redemption of Bonds, the trading in the Bonds shall remain suspended between the Record Date and the Redemption Date. Interest payment and principal repayment shall be made to the person whose name appears as beneficiary with the Depositories as on Record Date. In the event of the Issuer not receiving any notice of transfer at least 15 days before the respective Coupon Payment Date and at least 15 days prior to the Redemption Date, the transferees for the Bonds shall not have any claim against the Issuer in respect of interest so paid to the registered Bondholders.

In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.

**33. DEDUCTION OF TAX AT SOURCE**

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source out of interest payable on Bonds.

Interest payable subsequent to the Deemed Date of Allotment of Bonds shall be treated as "Interest on Securities" as per Income Tax Rules. Bondholders desirous of claiming exemption from deduction of income tax at source on the interest payable on Bonds should submit tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, with the Registrars, or to such other person(s) at such other address(es) as the Issuer may specify from time to time through suitable communication, at least 45 days before the payment becoming due. However, with effect from 01.06.2008, tax is not to be deducted at source under the provisions of section 193 of Income Tax Act, 1961, if the following conditions are satisfied:

- interest is payable on any security issued by a company
- such security is in dematerialized form





c. such security is listed in a recognised stock exchange in India

Present issue of Bonds fulfils the above conditions and therefore, no tax would be deducted on the interest payable. However, the Issuer shall pursue the provisions as amended from time to time with respect to applicability of TDS at the time of payment of interest on Bonds. Regarding deduction of tax at source and the requisite declaration forms to be submitted, applicants are advised to consult their own tax consultant(s).



**34. PUT & CALL OPTION**

In pursuance of Master Circular No. DBOD.No.BP.BC.6/21.06.201/2014-15 dated July 1, 2014, issued by the Reserve Bank of India on Basel III capital regulations covering terms and conditions for issue of debt capital instruments for inclusion as Tier II Capital, the Bonds shall not have any "Put Option".

However, 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. The Bank has decided not to retain any "Call Option" in the current issue of Bonds.

Therefore, neither the bondholder(s) shall have any right to exercise Put Option nor the Issuer shall have right to exercise Call Option to redeem the Bonds, in whole or in part, prior to the Redemption Date.

**35. REDEMPTION**

The face value of the Bonds shall be redeemed at par subject to the provisions in "Loss Absorption Features", on 23<sup>rd</sup> March, 2025 i.e. the Redemption Date. The Bonds will not carry any obligation, for interest or otherwise, after the Redemption Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Redemption Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders.

If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds 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.

**36. EVENT OF DEFAULT**

Please refer to the section on Event of Default in Summary Term Sheet

**38. SETTLEMENT/ PAYMENT ON REDEMPTION**

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

The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer 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 Issuer towards the Bondholders. On such payment being made, the Issuer shall inform NSDL/ CDSL/ Depository Participant and accordingly the account of the Bondholders with NSDL/ CDSL/ Depository Participant shall be adjusted.

The Issuer'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 Issuer will not be liable to pay any interest or compensation from the Redemption Date. On the Issuer's dispatching/ crediting the amount to the Beneficiary(ies) as specified above in respect of the Bonds, the liability of the Issuer shall stand extinguished.

**39. LIST OF BENEFICIAL OWNERS**

The Issuer 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, as the case may be.

**40. 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 Issuer 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 Issuer 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 Issuer 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, the following steps have to be complied:

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

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

#### 41. WHO CAN APPLY

The application can be made by only those investors to whom the invitation to subscribe has been addressed by the Bank. The following categories of investors are eligible to apply for this Issue of Bonds. However, the prospective subscribers must make their own independent evaluation and judgement regarding their eligibility to invest in the Issue.

- Insurance Companies;
- Mutual Funds;
- Public Financial Institutions as defined under section 2(72) of the Companies Act, 2013;
- Scheduled Commercial Banks;
- Provident Funds, Gratuity Funds, Superannuation Funds, Pension Funds;
- Co-operative Banks authorized to invest in bonds/ debentures;
- Regional Rural Banks authorized to invest in bonds/ debentures;
- Companies and Bodies Corporate authorized to invest in bonds/ debentures;
- Trusts authorized to invest in bonds/ debentures;
- Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures;
- Partnership Firms formed under applicable laws in India in the name of the partners;
- Any other person allowed to apply in the issue.

All investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in the issue of Bonds as per the norms approved by Government of India, Reserve Bank of India or any other statutory body from time to time.

However, out of the aforesaid class of investors eligible to invest, this Disclosure Document is intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered herein, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective investor receiving this Disclosure Document from the Issuer).

#### 42. WHO ARE NOT ELIGIBLE TO APPLY FOR BONDS

This Issue is not being offered to the following categories of investors and any application from such investors will be deemed an invalid application and rejected:

- Minors without a guardian name;
- Foreign Institutional Investors;
- Qualified Foreign Investors;
- Foreign Nationals;
- Non Resident Indians;
- Persons resident outside India;
- Venture Capital Funds;
- Alternative Investment Funds;
- Overseas Corporate Bodies; and
- Person ineligible to contract under applicable statutory/ regulatory requirements.



### 43. DOCUMENTS TO BE PROVIDED BY INVESTORS

Investors need to submit the certified true copies of the following documents, along-with the Application Form, as applicable:

- Memorandum and Articles of Association/Constitution/ 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.

### 44. HOW TO APPLY

This being a private placement Issue, the eligible investors who have been addressed through this communication directly, only are eligible to apply. Applications for the Bonds must be in the prescribed form and completed in BLOCK LETTERS in English and as per the instructions contained therein.

Applications complete in all respects must be submitted before the last date indicated in the issue time table or such extended time as decided by the Issuer, at any of the CBS branches of the Bank, accompanied by the application money by way of cheque(s)/ demand draft(s) drawn on any bank including a co-operative bank payable at par at any of the CBS branches of the Bank. The original Applications Forms (along with all necessary documents as detailed in this Disclosure Document), pay-in slip and other necessary documents should be sent to the head office of the Bank on the same day.

Money orders/postal orders will also not be accepted. The Issuer assumes no responsibility for any applications/cheques/ demand drafts lost in mail. The entire amount of Rs.10 lacs zper Bond is payable on application.

The applicants may make remittance of application money through either of following two modes:

a.	Cheque(s)/ demand draft(s) drawn in favour of <b>"Syndicate Bank Bonds-Subordinated Tier II"</b> and crossed <b>"Account Payee Only"</b> payable at par at any of the CBS branches of the Bank.	
b.	Electronic transfer of funds through funds transfer/ RTGS mechanism for credit in the account as per following details:	
	Name of the Collecting Banker	Syndicate Bank
	Account Name	Syndicate Bank Bonds-Subordinated Tier II
	Credit into Current A/c No.	50023170000060
	IFSC Code	SYNB0005002
	Address of the Branch	T&IBD, 2nd Floor, Maker Tower E, Cuffe Parade, Mumbai
	Narration	Application Money for Bonds Issue 2014-15

Applications should be for the number of Bonds applied by the Applicant. Applications not completed in the said 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.

The applicant or in the case of an application in joint names, each of the applicant, should mention his/her Permanent Account Number (PAN) allotted under the Income-Tax Act, 1971 or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the Income Tax Act, PAN/GIR No. needs to be mentioned on the TDS certificates. Hence, the investor should mention his PAN/GIR No. 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 Forms without this information will be considered incomplete and are liable to be rejected.

Unless the Issuer specifically agrees in writing with or without such terms or conditions it deems fit, a separate single cheque/ demand draft must accompany each Application Form. Applicants are requested to write their names and Application Form serial number on the reverse of the instruments by which the payments are made.





All applicants are requested to tick the relevant column "Category of Investor" 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.

**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 Summary Term Sheet and the Application Form.**

#### 45. FORCE MAJEURE

The Issuer 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.

#### 46. 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.

#### 47. 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.

#### 48. APPLICATION BY PROVIDENT FUNDS, SUPERANNUATION FUNDS AND GRATUITY FUNDS

The applications must be accompanied by certified true copies of (i) Trust Deed/Bye Laws/Resolutions, (ii) Resolution authorising investment and (iii) specimen signatures of the authorised signatories. Those desirous of claiming tax exemptions on interest on application money are compulsorily required to submit a certificate issued by the Income Tax Officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

#### 49. ACKNOWLEDGEMENTS

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

#### 50. BASIS OF ALLOCATION

Beginning from the issue opening date and until the day immediately prior to the issue closing date, full and firm allotment against all valid applications for the Bonds will be made to applicants on a first-come-first-served basis, subject to a limit of the Issue size, in accordance with applicable laws.

If and to the extent, the Issue (including the option to retain oversubscription as decided and finalised by the Issuer) is fully subscribed prior to the issue closing date, no allotments shall be accepted once the Issue is fully subscribed.

Allotment will be done on "day-priority basis". In case of oversubscription over and above the basic size, the allotment of such valid applications received on the closing day shall be on pro rata basis to the investors in the ratio in which they have applied regardless of investor category. If the proportionate allotment of Bonds to such applicants is not a minimum of one Bond or in multiples of one Bond (which is the market lot), the decimal would be rounded off to the next higher whole number if that decimal is 0.5 or higher and to the next lower whole number if that decimal is lower than 0.5. All successful applicants on the issue closing date would be allotted the number of Bonds arrived at after such rounding off.

#### 51. RIGHT TO ACCEPT OR REJECT APPLICATIONS

The Issuer reserves its full, unqualified and absolute right to accept or reject any application, in part or in full, without assigning any reason thereof. The rejected applicants will be intimated along with the refund warrant, if applicable, to be sent. Interest on application money will be paid from the date of realization of the cheque(s)/ demand drafts(s) till one day prior to the date of refund. The application forms that are not complete in all respects are liable to be rejected



and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- a. Number of bonds applied for is less than the minimum application size;
- b. Applications exceeding the issue size;
- c. Bank account details not given;
- d. Details for issue of Bonds in electronic/ dematerialized form not given;
- e. PAN/GIR and IT Circle/Ward/District not given;
- f. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;

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

## 52. PAN/GIR NUMBER

All applicants should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1971 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.

## 53. 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.

## 54. NOMINATION FACILITY

As per Section 72 of the Companies Act, 2013, only individuals applying as sole applicant/Joint Applicant can nominate, in the prescribed manner, a person to whom his Bonds shall vest in the event of his death. Non-individuals including holders of Power of Attorney cannot nominate.

## 55. 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 Issuer. 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.

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.

## 56. 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 Issuer where such consent or resolution modifies or varies the terms and conditions of the Bonds, if the same are not acceptable to the Issuer.

## 57. FUTURE BORROWINGS

The Issuer 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 Issuer may think appropriate, without the consent of, or intimation to, the Bondholder(s) or the Trustees in this connection.

## 58. BOND/ DEBENTURE REDEMPTION RESERVE ("DRR")

As per clause (i) of sub-rule (b) of rule 7 of the Companies (Share Capital and Debentures) Rules, 2014, no DRR 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 investors.





**59. NOTICES**

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

All notices required to be given by the Bondholder(s), including notices referred to under "Payment of Interest" and "Payment on Redemption" shall be sent by registered post or by hand delivery to the Issuer or to such persons at such address as may be notified by the Bank from time to time.

**60. 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.

**61. 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 Mumbai, Maharashtra.

**62. 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 corporate office of the Issuer. All investors are hereby informed that the Issuer 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 Disclosure Document.

**63. PURCHASE / FUNDING OF BONDS BY THE BANK**

Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall not grant advances against the security of the Bonds issued by it.

**64. TREATMENT IN BANKRUPTCY/ LIQUIDATION**

The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.



ICRA Limited ("ICRA") vide its letter dated 02<sup>nd</sup> March, 2015 has reaffirmed the rating of "ICRA AA+(hyb)" assigned to the issue of Basel III compliant Tier II Bonds aggregating upto Rs.1500 Crores which was earlier conveyed vide its letter dated **31.12.2014**. ICRA Limited ("ICRA") vide its letter dated 31.12.2014 and letter dated 02.03.2015, has assigned and reconfirmed the credit rating of "ICRA AA+(hyb)" **pronounced ICRA double A plus hybrid with a stable outlook** for the present issue of Bonds aggregating upto Rs.1500 Crores (including Rs 750 crore already placed in December 2014) . Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. A copy of rating letter from ICRA is enclosed elsewhere in this Disclosure Document.

Credit Analysis and Research Limited ("**CARE**") vide its letter dated 10/03/2015 has reconfirmed the rating of "**CARE AA+(Double A plus )**" which was assigned to the issue of Basel III compliant Tier II Bonds aggregating upto Rs.1500 Crores(including Rs. 750 Crore already placed) vide its earlier letter dated 30.06.2014. Credit Analysis and Research Limited ("**CARE**") vide its letter dated 30<sup>th</sup> June 2014 has assigned a credit rating of "**CARE AA+ [Double A Plus]**" for the present issue of Bonds aggregating upto Rs.1500 Crores(including Rs 750 Crore already placed in December 2014) and reconfirmed the same Credit rating of CARE AA+(Double A Plus) for the present issue.

The above ratings are not a recommendation to buy, sell or hold any securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the assigning rating agencies and each rating should be evaluated independently of any other rating. The ratings obtained are subject to revision at any point of time in the future. The rating agencies have the right to suspend, withdraw the rating at any time on the basis of new information etc.

In accordance with the provisions of (i) Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended, (ii) Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide circular no. LAD-NRO/GN/2012-13/19/5392 dated October 12, 2012, as amended, and (iii) Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Bank has appointed SBICAP Trustee Company Limited, to act as Debenture Trustee for and on behalf of the holder(s) of the Bonds. The address and contact details of the Debenture Trustee are as under:

**Apcejay House, 6th Floor**  
**3, Dinshaw Wachha Road**  
**Churchgate**  
**Mumbai - 400020**  
**Tel. No: (022) 43025555**  
**Fax No: +91-22-43025500**  
**E-mail: corporate@sbicaptrustee.com**  
**Website: www.sbicaptrustee.com**

A copy of letter from SBICAP Trustee Company Limited conveying their consent to act as Debenture Trustee for the current issue of Bonds is enclosed elsewhere in this Disclosure Document.

The Issuer hereby undertakes that a Debenture Trusteeship Agreement shall be executed by it in favour of the Debenture Trustee within time frame permissible under applicable laws. The Debenture Trusteeship Agreement shall contain such clauses as may be prescribed under Schedule IV of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993. 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 Issuer 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 Issuer 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 Debenture Trustee 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 Debenture Trustee may in their absolute discretion deem necessary or require to be done in the interest of the holder(s) of the Bonds. Any payment made by the Issuer to the Debenture Trustee on behalf of the Bondholder(s) shall discharge the Issuer pro tanto to the Bondholder(s). The Debenture Trustee shall protect the interest of the Bondholders in the event of default by the Issuer in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Issuer. No Bondholder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fail to do so.

The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture 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 Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trustee Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.

The Debenture Trustee shall be vested with the requisite powers for protecting the interest of holder(s) of the Bonds. The Debenture Trustee shall ensure disclosure of all material events on an ongoing basis.

The Issuer 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 Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended. Besides, 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 so submitted with all 'Qualified Institutional Buyers' (QIBs) within two working days of their specific request.



## XII. 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"). NSE shall be the designated stock exchange for the purpose of present Issue of Bonds. The Issuer has made an application to NSE for seeking its in-principle approval for listing of Bonds offered under the terms of this Disclosure Document.

The Issuer shall make an application to NSE along with applicable disclosures within 15(Fifteen) days from the Deemed Date of Allotment of the Bonds to list the Bonds to be issued and allotted under this Disclosure Document. The Issuer shall complete all the formalities and seek listing permission within 20 (Twenty) days from the Deemed Date of Allotment.

In connection with listing of Bonds with NSE, the Issuer hereby undertakes that:

- (a) it shall comply with the conditions of listing as specified in the Listing Agreement for the Bonds;
- (b) the credit ratings obtained for the Bonds shall be got periodically reviewed by the credit rating agencies and any revision in the rating(s) shall be promptly disclosed by the Issuer to NSE;
- (c) any change in credit rating(s) shall be promptly disseminated to the Bondholder(s) in such manner as NSE may determine from time to time;
- (d) The Issuer, the Debenture Trustee and NSE shall disseminate all information and reports on the Bonds including compliance reports filed by the Issuer and the Debenture Trustee regarding the Bonds to the Bondholder(s) and the general public by placing them on their websites;
- (e) The Debenture Trustee shall disclose the information to the Bondholder(s) and the general public by issuing a press release and placing on the websites of the Debenture Trustee, the Issuer and NSE, in any of the following events:
  - (i) default by Issuer to pay interest on the Bonds or redemption amount;
  - (ii) revision of the credit rating(s) assigned to the Bonds.
- (f) The Issuer 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 Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May11, 2009 as amended. Besides, 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 so submitted with all Qualified Institutional Buyers ("QIBs") and other existing Bondholder(s) within two working days of their specific request.





### XIII. MATERIAL CONTRACTS & AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS OF THE ISSUER

By very nature of its business, the Issuer is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Issuer. However, the contracts referred to in Para A below (not being contracts entered into in the ordinary course of the business carried on by the Issuer) which are or may be deemed to be material have been entered into by the Issuer. Copies of these contracts together with the copies of documents referred to in Para B may be inspected at the corporate office of the Issuer between 10.00 a.m. and 2.00 p.m. on any working day until the issue closing date.

#### A. MATERIAL CONTRACTS

- a. Copy of letters appointing Arrangers to the Issue.
- b. Copy of letter appointing Registrars and copy of MoU entered into between the Issuer and the Registrars.
- c. Copy of letter appointing Debenture Trustee.

#### B. DOCUMENTS

- a. The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time.
- b. Board resolution dated 7<sup>th</sup> May, 2014 authorizing issue of Bonds offered under terms of this Disclosure Document.
- c. Letter of consent from the Debenture Trustee for acting as trustees for and on behalf of the holder(s) of the Bonds.
- d. Application made to the NSE for grant of in-principle approval for listing of Bonds.
- e. Letter from ICRA conveying the credit rating for the Bonds.
- f. Letter from CARE conveying the credit rating for the Bonds.
- g. Tripartite Agreement between the Issuer, NSDL and Registrars for issue of Bonds in dematerialized form.
- h. Tripartite Agreement between the Issuer, CDSL and Registrars for issue of Bonds in dematerialized form.



**XIV. DECLARATION**

The Issuer undertakes that this Disclosure Document contains full disclosures in accordance with Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular no. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide circular no. LAD-NRO/GN/2012-13/19/5392 dated October 12, 2012, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2014 issued vide circular no. LAD-NRO/GN/2013-14/43/207 dated January 31, 2014, as amended.

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

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

Signed pursuant to internal authority granted.

For **Syndicate Bank**



**(U S Majumder)**  
**General Manager**

Place: Mumbai, Maharashtra  
Date: 19/03/2015

