

Ref :: CMD:SD:789/790/11/12:BNB:2014

March 24, 2014

The Manager
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The Manager
Listing Department
National Stock Exchange of India Ltd
EXCHANGE PLAZA
Bandra-Kurla Complex
Bandra [E] MUMBAI 400051 Fax : 022 -
26598237 / 238 / 26598347 / 348

प्रिय महोदय/ Dear Sir,

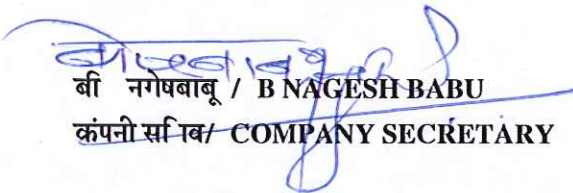
विषय/ Sub: Issuance of Tier - II Bonds (Series - II)

We had, vide our letter CMD SD 774 775 11 12 2014 BNB, dated 20.03.2014, informed the Exchange that as per the powers delegated by the Board of the bank, the Bond Committee has decided to raise additional capital of Rs. 1000 Crore through issue of BASEL-III complaint Tier-II Bonds (Series-II).

The Bank is, now, coming out with the issuance of Tier - II Bonds (Series - II) for Rs. 1000 Crore to augment capital resources. The details are annexed.

धन्यवाद / Thanking you,

भवदीय/ Yours faithfully,


बी नगेशबाबू / B NAGESH BABU
कंपनी सचिव/ COMPANY SECRETARY

संवितीय विभाग

अध्यक्ष व प्रांथ निदेशक का सचिवालय

प्रधान कार्यालय

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SUMMARY TERM SHEET

Security Name	9.70% CANARA BANK 2024
Issuer	Canara Bank ("CB"/ the "Bank"/ the "Issuer")
Issue Size	Rs 1,000 crore
Option to retain oversubscription (Amount)	Not Applicable
Issue Objective	Augmenting Tier II Capital and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources
Type of Instrument	Unsecured, Non-Convertible, Redeemable Basel III compliant Tier 2 Bonds (Series II) in the nature of Debentures of Rs. 10 lacs each
Nature of Instrument	Unsecured
Status of Bonds / Seniority of Claims	Claims of the bond holders shall be - senior to the claims of investors in instruments eligible for inclusion in Tier 1 capital; - subordinate to the claims of all depositors and general creditors of the bank; and - the bonds shall 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.
Issuance Mode	In demat mode only.
Convertibility	Non-Convertible
Trading Mode	In demat mode only
Rating	"CRISIL AAA/Stable" by CRISIL & "[ICRA] AAA (hyb)" by ICRA
Mode of Issuance	Private Placement
Security	Unsecured
Loss Absorbency	The Bonds shall be subjected to loss absorbency features applicable for non-equity capital instruments vide RBI Master Circular No. DBOD.No.BP.BC.2 /21.06.201/2013-14 dated July 01, 2013 on Basel III capital regulations covering criteria for inclusion of debt capital instruments as Tier 2 capital (Annex 5 of the said Circular) and minimum requirements to ensure loss absorbency of additional Tier 1 instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the Point of Non-viability ("PONV") (Annex 16 of the said Circular). Accordingly, the Bonds may at the option of the RBI either be permanently written off or temporarily written off on the occurrence of the trigger event called the Point of Non Viability. PONV trigger event shall be as defined in the aforesaid RBI Circular and shall be determined by the RBI.
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.
Point of Non –Viability	The Bonds, at the option of the Reserve Bank of India, can be temporarily written down or permanently written off upon occurrence of the trigger event, called the Point of Non-Viability Trigger ("PONV Trigger").
PONV Trigger	The PONV Trigger event is the earlier of: - a decision that a temporary/ permanent write off is necessary without which the Bank would become non viable, as determined by the RBI; 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. Such a decision would invariably imply that, the write-off 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, a non-viable bank will be: A bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the 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 a bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures would include temporary and/or permanent write-off in combination



	with or without other measures as considered appropriate by the Reserve Bank of India (RBI). A 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 write-off/public sector injection of funds are likely to: - 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.
Face Value	Rs. 10.00 lacs per Bond
Premium/ Discount on Issue	Nil
Issue Price	At par (Rs.10.00 lacs per Bond)
Premium/ Discount on redemption	Nil
Maturity	10 years from the Deemed Date of Allotment
Redemption date	10 years from the Deemed Date of Allotment.
Redemption Amount	At face value
Lock-in-Period	Not Applicable
Minimum Application	Five Bonds and in multiples of 1 Bond thereafter
Put / Call option	None
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Put notification time	Not Applicable
Call Option Date	Not Applicable
Call Option Price	Not applicable
Call Notification Time	Not applicable
Coupon	9.70%
Coupon Type	Fixed
Step Up/ Step Down/ Coupon Rate	None
Coupon Payment/ Frequency	Annual.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not applicable
Coupon Payment Dates	Annually on 27 th March
Day Count Basis	Actual/Actual
Default Interest Rate	Not Applicable
Interest on Application Money	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 upto one day prior to the Deemed Date of Allotment. 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. Where the entire subscription amount has been refunded, the interest on application money will be paid along with the Refund Orders. 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.
Listing	Proposed on the Wholesale Debt Market (WDM) segment of National Stock Exchange of India Limited ("NSE")
Trustees	Vijaya Bank, Bengaluru
Depository	National Securities Depository Ltd (NSDL) & Central Depository Services (India) Ltd (CDSL)
Settlement	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.



Business Convention	Day	"Business Day" shall be a day on which commercial banks are open for business in the city of Bengaluru, Karnataka. If any coupon payment date and/or redemption date falls on a day which is not a business day (i.e Sunday or a holiday), payment of coupon shall be made on the next business day without liability for making payment of penal interest for the delayed period. If the due date for redemption (also being the last coupon/interest payment date) on the bonds falls on a day that is not a business day, the redemption proceeds shall be paid on the immediately preceding business day along with interest accrued on the bonds until but excluding the date of such payment.
Record Date		15 days prior to each coupon payment date and / or redemption date
Payment Mode	Name of the Banker	Canara Bank
	Account Name	Canara Bank A/c – Tier 2 Bonds 2013-14 Series II
	Credit into Current A/c No.	2422201000572
	IFSC Code	CNRB0002422
	Address of the Branch	Canara Bank, Capital Market Services Branch, 407-412, 4 th Floor, Himalaya House, 79, Mata Ramabai Ambedkar Marg Paltan Road, Mumbai – 400 001
Eligible Investors		Narration Application Money for the Bond Issue
Non-Eligible classes of Investors		Mutual Funds, Public Financial Institutions as defined under section 4A of the Companies Act, 1956, Scheduled Commercial Banks, Insurance Companies, Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds, Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures, Companies and Bodies Corporate authorized to invest in bonds/ debentures, Trusts authorized to invest in bonds debentures, Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures, etc
Transaction Documents		Resident Individual Investors, Minors without a guardian name, Qualified Foreign Investors, Foreign Nationals, Persons resident outside India, Venture Capital Funds, Alternative Investment Funds, Overseas Corporate Bodies, Partnership firms formed under applicable laws in India in the name of the partners, Hindu Undivided Families through Karta, Person ineligible to contract under applicable statutory/ regulatory requirements etc.
Conditions precedent to subscription of Bonds		The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue: a) Letter appointing Trustee to the Bondholders b) Debenture Trusteeship Agreement; c) Letter appointing Arranger to the Issue; d) Letter appointing Registrar and Agreement entered into between the Issuer and the Registrar; e) Rating Agreement with CRISIL Limited & ICRA Limited; f) Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form; g) Tripartite Agreement between the Issuer; Registrar and CDSL for issue of Bonds in dematerialized form; h) Application made to NSE for seeking its in-principle approval for listing of Bonds i) Listing Agreement with NSE.
Conditions subsequent to subscription of Bonds		The subscription from applicants shall be accepted for allocation and allotment by the Issuer subject to the following: a) Rating letter from CRISIL Limited & ICRA Limited not being more than one month old from the issue opening date; b) Consent letter from the Trustees to act as Trustee to the Bondholder(s); c) Letter from NSE conveying in-principle approval for listing & trading of Bonds.
Cross Default		The Issuer shall ensure that the following documents are executed/ activities are completed as per terms of this Disclosure Document: a) Credit of demat account(s) of the Allottee(s) by the number of Bonds allotted within 2 working days from the Deemed Date of Allotment; b) 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); c) 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. d) Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Disclosure Document.
		Not Applicable



Utilization of Issue Proceeds	The funds being raised by the issuer through this Private Placement are not meant for financing any particular project. The Issuer shall utilize the proceeds of the issue for its regular business activities. 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).
Role and responsibilities of Trustees	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 Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, Disclosure 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 Issuer in consultation with institutional holders of such Bonds. The Trustees 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/MD/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 Trustees and the Trustees shall be obliged to share the details so submitted with all "Qualified Institutional Buyers" (QIBs) within two working days of their specific request.
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction on of District Courts of Bengaluru, Karnataka
Additional Covenants	Delay in Listing: The Issuer shall complete all formalities and seek listing permission within 15 days from the Deemed Date of Allotment. In the event of delay in listing of Bonds beyond 20 days from the Deemed Date of Allotment, the Issuer shall pay penal interest of 1.00% per annum 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). Refusal of Listing: If listing permission is refused before the expiry of the 20 days from the Deemed Date of Allotment, the Issuer shall forthwith repay all monies received from the applicants in pursuance of the Disclosure Document along with penal interest of 1.00% per annum over the Coupon Rate from the expiry of 20 days from the Deemed Date of Allotment. If such monies are not repaid within 8 days after the Issuer becomes liable to repay it (i.e. from the date of refusal or 20 days from the Deemed Date of Allotment, whichever is earlier), then the Issuer and every director of the Issuer who is an officer in default shall, on and from the expiry of 8 days, will be jointly and severally liable to repay the money with interest at the rate of 15 per cent per annum on application money, as prescribed under Section 73 of the Companies Act, 1956.
Applicable Guidelines	RBI The present issue of Bonds is being made in pursuance of Master Circular No. DBOD.No.BP.BC.2 /21.06.201/2013-14 dated July 01, 2013 issued by the Reserve Bank of India on Basel III capital regulations covering criteria for inclusion of debt capital instruments as Tier 2 capital (Annex 5 of the said circular) and minimum requirements to ensure loss absorbency of additional Tier 1 instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the PONV (Annex 16 of the said circular)
Prohibition on Purchase/ Funding of Bonds	Neither the Bank nor a related party over which the Bank exercises control or significant influence (as defined under relevant Accounting Standards) shall purchase the Bonds, nor shall the Bank directly or indirectly fund the purchase of the Bonds. The Bank shall also not grant advances against the security of the Bonds issued by it.
Issue Opening Date	27.03.2014
Issue Closing Date	27.03.2014
Pay In Date	27.03.2014
Deemed Date of Allotment	27.03.2014
Arranger	Standard Chartered Bank

