DDD. Material Contracts & Agreements Involving Financial Obligations of the Issuer:

By very nature of its business, the Bank is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Bank. However, the contracts referred to in Paragraph A below (not being contracts entered into in the ordinary course of the business carried on by the Bank) which are or may be deemed to be material have been entered into by the Bank. Copies of these contracts together with the copies of documents referred to in Paragraph B may be inspected at the head office of the Bank during business hours on any working day until the Issue Closing Date.

A. Material Contracts

i. Letter appointing Registrar to the Issue and agreement entered into between the Bank and the Registrar to the Issue.

ii. Letter appointing Bond Trustee and Bond trust deed.

B. Documents

i. Board resolution dated March 19, 2019, authorizing issue of Bonds offered under terms of this Disclosure Document.

ii. Resolution under section 180(1)(c) of the Companies Act, 2013 regarding borrowing powers passed at the Extra Ordinary General Meeting ("**EGM**") of the shareholders of the Bank held on June 30, 2014.

iii. Letter of consent from the Bond Trustee for acting as trustees for and on behalf of the Bondholder(s).

iv. Letter of consent from the registrar for acting as Registrar to the Issue.

v. Application made to the NSE and BSE for grant of in-principle approval for listing of Bonds.

vi. Letter from Rating Agencies conveying the credit rating for the Bonds.

vii. Tripartite agreement between the Bank, NSDL and Registrar to the Issue.

viii. Tripartite agreement between the Bank, CDSL and Registrar to the Issue.

EEE. Cash Flows for each bond of ₹10,00,000/- (Rupees Ten Lakhs) each with assuming Deemed date of allotment as February 03, 2020 & Coupon rate of 9.50% p.a. Payable annually

Scheduled Date	Day	Coupon (%)	No. of days in Coupon Period	Amount (in ₹)	Actual Date of Payment
Feb 3, 2021	Wednesday	9.50	366*	95,000	Feb 3, 2021
Feb 3, 2022	Thursday	9.50	365	95,000	Feb 3, 2022
Feb 3, 2023	Friday	9.50	365	95,000	Feb 3, 2023
Feb 3, 2024	Saturday	9.50	365	95,000	Feb 3, 2024
Feb 3, 2025	Monday	9.50	366*	95,000	Feb 3, 2025
Feb 3, 2026	Tuesday	9.50	365	95,000	Feb 3, 2026
Feb 3, 2027	Wednesday	9.50	365	95,000	Feb 3, 2027
Feb 3, 2028	Thursday	9.50	365	95,000	Feb 3, 2028
Feb 3, 2029	Saturday	9.50	366*	95,000	Feb 3, 2029
Feb 3, 2030	Sunday	9.50	364	94,740 #	Feb 2, 2030

** Effect of leap year*

 # Accrued coupon till the date of redemption i.e. February 2, 2030 would be paid (as February 3, 2030 being Sunday).

The above cash flows are given till the date of maturity. In case the call option is exercised by the Bank, there would not be any cash flows after the date of exercise of such call option.

FFF. Summary Term Sheet for the issue of Bonds (as defined below) pursuant to Basel III Guidelines

1.	Security Name	9.50% IDBI Omni Tier 2 Bond 2019-20 Series I
2.	Issuer	IDBI Bank Limited
3.	Issue Size	₹ 500 crore (Rupees Five Hundred Crore) with green shoe option to retain oversubscription up to ₹ 1000 Crore(Rupees One Thousand Crore)
4.	Option to retain oversubscription (amount)	The Bank can retain oversubscription up to ₹ 1000 Crore over and above the issue size of ₹ 500 Crores
5.	Objects of the Issue / Details of the utilization of the proceeds	Augmenting Tier 2 capital (as the term is defined in the RBI Basel III Guidelines) and overall capital of the Issuer for strengthening its capital adequacy and for enhancing its long-term resources. The Bank shall utilise the proceeds of the Issue for its regular business activities and such other activities as may be permitted under the Memorandum of Association and Articles of Association.
6.	Type of Instrument	Unsecured, subordinated, non-convertible, redeemable Basel III compliant bonds which will qualify as Tier 2 capital (as the term is defined in the Basel III Guidelines) (the "**Bonds**").
7.	Nature of Instrument	The Bonds are neither secured nor covered by a guarantee of the Issuer nor related entity or other arrangement that legally or economically enhances the seniority of the claim of the holders of the Bonds (the "**Bondholders**") vis-à-vis other creditors of the Issuer.
8.	Seniority	The claims in respect of the Bonds, will rank: (i) superior to the claims of investors in instruments eligible for inclusion in Tier 1 capital; (ii) subordinate to the claims of all depositors, general creditors of the Issuer other than subordinated debt qualifying as Tier 2 capital (as the term is defined in the Basel III Guidelines) of the Issuer; (iii) is neither secured nor covered by a guarantee of the Issuer or related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis Bank creditors; (iv) pari passu without preference amongst themselves and other debt instruments classifying as Tier 2 capital in terms of Basel III Guidelines; and to the extent permitted by the Basel III Guidelines, pari passu with any subordinated obligation eligible for inclusion in either lower tier II capital or upper tier II capital under the then prevailing Basel II guidelines. As a consequence of these subordination provisions, if a winding up proceeding should occur, the Bondholders may recover less rateably than the holders of deposit liabilities or the holders of other unsubordinated liabilities of the Issuer. 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.
9.	Listing (including name of stock exchange(s) where it will be listed)	Proposed to be listed on the relevant debt segment of BSE/NSE.

10.	Tenor	Redeemable after 10 years from the deemed date of allotment
11.	Redemption / Maturity Date	February 03, 2030
12.	Face Value	₹10,00,000/- (Rupees Ten Lakh) per Bond
13.	Convertibility	Non-convertible
14.	Redemption Amount	Subject to Condition 49 of the Summary Term Sheet (Permanent principal write-down on PONV Trigger Event) the redemption amount would be ₹10,00,000/- per Bond.
15.	Redemption Premium / Discount	Not Applicable.
16.	Credit Rating of the Bonds	"CRISIL A+/Stable" (A plus with stable outlook) from CRISIL "CARE A+; Stable" (A plus; Outlook: Stable) from CARE
17.	Mode of Issue	Private placement.
18.	Type of Bidding	Closed
19.	Manner of Allotment	Uniform Yield
20.	Security (where applicable including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the Bondholders over and above the Coupon Rate, as specified in the Bond trust deed and disclosed in the Offer Document)	Unsecured.
21.	Coupon Rate	9.50% p.a.
22.	Step Up/Step Down Coupon Rate	Not Applicable
23.	Coupon Reset Process	Not Applicable.
24.	Coupon Type	Fixed.
25.	Coupon Payment Frequency	Coupon will be payable annually in arrear, subject to Condition 49 of the Summary Term Sheet (Permanent principal write-down on PONV Trigger Event).
26.	Coupon Payment Dates	On the anniversary of the Deemed Date of Allotment. All instances of non-payment of coupon on relevant Coupon Payment Date will be notified by the Issuer to the Chief General Managers-in-Charge of Department of Banking Regulation and Department of Banking Supervision

		of the Reserve Bank of India, Mumbai.
27.	Interest on application money	Interest at the Coupon Rate (subject to deduction of Income-tax under the provisions of the IT Act, or any statutory modification or re-enactment as applicable) will be paid to all the applicants on the application money for the Bonds. Such interest shall be paid from the date of realization of cheque (s)/demand draft (s) and in case of RTGS/other means of electronic transfer interest shall be paid from the date of receipt of funds to one day prior to the Deemed Date of Allotment. The Interest on application money will be computed as per Actual/Actual Day count convention. Such interest would be paid on all the valid applications including the refunds. For the application amount that has been refunded, the interest on application money will be paid along with the refund orders and for the application amount against which Bonds have been allotted, the Interest on application money will be paid within ten working days from the Deemed Date of Allotment. Where an applicant is allotted lesser number of Bonds than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on refunded money. TDS will be deducted at the applicable rate on Interest on application money.
28.	Issue Price	At par i.e. ₹ 10,00,000 (Rupees Ten Lakh Only) per Bond.
29.	Record Date	Reference date for payment of coupon or of principal which shall be the date falling 15 (fifteen) days prior to the relevant Coupon Payment Date, Issuer Call Date, Tax Call Date or Regulatory Call Date (each as defined later) on which interest is due and payable. In the event the Record Date falls on a day which is not a business day, the next business day will be considered as the Record Date.
30.	Computation of Interest / Day Count Basis	Actual/ Actual.
31.	Put Option	No Put Option available.
32.	Put Date	Not applicable
33.	Put Price	Not applicable
34.	Put Notification Date	Not applicable
35.	Call Date	In accordance with Condition 37 of the Summary Term Sheet
36.	Call Price	Subject to Condition 49 of the Summary Term Sheet (Permanent principal write-down on PONV Trigger Event) the redemption amount would be ₹10,00,000 (Rupees Ten Lakh Only) per Bond.
37.	Call Option	
(i)	Issuer Call	The Issuer may at its sole discretion, subject to Condition 38 (Conditions for call) having been satisfied and having notified the Bond Trustee not less than 21 (twenty one) calendar days prior to the date of exercise of such Issuer Call (which notice shall specify the date fixed for exercise of the Issuer Call (the "**Issuer Call Date**"), may exercise a call on the outstanding Bonds. The Issuer Call, which is discretionary, may or may not be exercised on the 5th (fifth) anniversary from the Deemed Date of Allotment i.e. the fifth Coupon Payment Date or on any Coupon Payment Date thereafter.

(ii)	Tax Call or Variation	If a Tax Event (as described below) has occurred and continuing, then the Issuer may, subject to Condition 38 (Conditions for call) having been satisfied and having notified the Bond Trustee not less than 21 (twenty one) calendar days prior to the date of exercise of such Tax Call or Variation (which notice shall specify the date fixed for exercise of the Tax Call or Variation "**Tax Call Date**"), may exercise a call on the Bonds or substitute the Bonds or vary the terms of the Bonds so that the Bonds have better classification. A Tax Event has occurred if, as a result of any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated thereunder) of India or any change in the official application of such laws, regulations or rulings the Issuer will no longer be entitled to claim a deduction in respect of computing its taxation liabilities with respect to coupon on the Bonds. RBI will permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Event at the time of issuance of the Bonds.
(iii)	Regulatory Call or Variation	If a Regulatory Event (as described below) has occurred and continuing, then the Issuer may, subject to Condition 38 (Conditions for call) having been satisfied and having notified the Trustee not less than 21 (twenty one) calendar days prior to the date of exercise of such Regulatory Call or Variation (which notice shall specify the date fixed for exercise of the Regulatory Call or Variation (the "**Regulatory Call Date**"), may exercise a call on the Bonds or substitute the Bonds or vary the terms of the Bonds so that the Bonds have better classification. A Regulatory Event is deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e. Bonds is excluded from the consolidated Tier 2 capital of the Issuer. RBI will permit the Issuer to exercise the Regulatory Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds.
(iv)	Call Notification Time	21 (twenty one) calendar days prior to the date of exercise of Call
38.	Conditions for call	The Issuer shall not exercise a call option or substitute or vary any of the Bonds unless: (i) in the case of exercise of call option, either a) the Bonds are replaced with the same or better quality capital (in the opinion of the RBI), at conditions sustainable for the income capacity of the Issuer and such replacement of the capital will be concurrent but not after the exercise of call; or b) the Issuer has demonstrated to the satisfaction of the RBI that its capital position is well above (in the opinion of the RBI) the minimum capital requirements after such call option is exercised; (ii) the prior written approval of the RBI (Department of Banking Regulation) shall have been obtained; (iii) the Issuer has not created any expectation that such call or variation shall be exercised; and (iv) any other pre-conditions specified in the Basel III Guidelines at such time have been satisfied.
39.	Depository	NSDL and CDSL
40.	Events of Default	As specified in the Bond trust deed.

		It is clarified that any non-payment of interest and/or principal on account of Basel III Guidelines, loss absorbency and other events of the Summary Term Sheet shall not be deemed to be an event of default. The Bondholder shall have no rights to accelerate the repayment of the future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
41.	Cross Default	Not Applicable
42.	Issuance mode	Only in dematerialized form
43.	Trading mode	Only in dematerialized form
44.	Issue Schedule : Bid Open/Close Date Issue Opening Date Issue Closing Date	 January 31, 2020 February 03, 2020 February 03, 2020
45.	Pay-In-Date	February 03, 2020
46.	Deemed Date of Allotment	February 03, 2020
47.	Minimum Application and in multiples of Debt securities thereafter	1 Bond and in multiples of 1 Bond thereafter
48.	Settlement	Payment of interest and repayment of principal shall be made by way of credit through direct credit/ NECS/ RTGS/ NEFT mechanism.
49.	Permanent principal write-down on PONV Trigger Event	**PONV Trigger Event**, in respect of the Issuer or its group, means the earlier of: (i) a decision that a conversion or principal write-down, without which the Issuer or its group (as the case may be) would become non-viable, is necessary, as determined by the RBI; and (ii) the decision to make a public sector injection of capital, or equivalent support, without which the Issuer or its group (as the case may be) would have become non-viable, as determined by the RBI; However, any capital infusion by Government of India into the Issuer as the promoter/co-promoter of the Issuer in the normal course of business may not be construed as a PONV trigger. If a PONV Trigger Event occurs, the Issuer shall: (i) notify the Trustee; (ii) cancel any coupon which is accrued and unpaid on the Bonds as on the write-off date; and (iii) without the need for the consent of Bondholders or the Trustee, write down the outstanding principal and any interest which is accrued and unpaid in relation to the Bonds by such amount as may be prescribed by RBI **("PONV Write Off Amount")** and subject as is otherwise required by the RBI at the relevant time. Once the principal of the Bonds have been written off pursuant to PONV

		Trigger Event, the PONV Write-Off Amount will not be restored in any circumstances, including where the PONV Trigger Event has ceased to continue. If the Bank goes into liquidation before instrument have been written-down, these instruments will absorb losses in accordance with the order of seniority indicated in the Disclosure Document and as per usual legal provisions governing priority of charges. If the Bank goes into liquidation after the instrument has been written-down, the holders of these instruments will have no claim on the proceeds of liquidation. If the Issuer is amalgamated with any other bank pursuant to Section 44 A of the Banking Regulation Act, 1949 (the BR Act) before the Bonds have been written down, the Bonds will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger. If the Issuer is amalgamated with any other bank after the Bonds have been written down pursuant to a PONV Trigger Event, these cannot be reinstated by the amalgamated bank. If the RBI or other relevant authority decides to reconstitute the Issuer or amalgamate the Issuer with any other bank, pursuant to Section 45 of the BR Act, the Issuer will be deemed as non-viable or approaching non-viability and the PONV Trigger Event will be activated. Accordingly, the Bonds will be permanently written-down in full prior to any reconstitution or amalgamation. *A write-off due to a PONV Trigger Event shall occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted.* *The Basel III Guidelines state that, for this purpose, a non-viable bank will be a bank which, owing to its financial and other difficulties, may no longer remain a going concern on its own in the opinion of the RBI unless appropriate measures are taken to revive its operations and thus, enable it to continue as a going concern.* *The difficulties faced by a bank should be such that these are likely to result in financial losses and raising the Common Equity Tier 1 Capital of the bank should be considered as the most appropriate way to prevent the bank from turning non-viable. Such measures would include a permanent write-off in combination with or without other measures as considered appropriate by the RBI.* *A bank facing financial difficulties and approaching a point of non-viability shall be deemed to achieve viability if within a reasonable time in the opinion of the RBI, it will be able to come out of the present difficulties if appropriate measures are taken to revive it. The measures including a permanent write-off or public sector injection of funds are likely to:* *a. restore confidence of the depositors/investors;* *b. improve rating/ creditworthiness of the bank and thereby improving its borrowing capacity and liquidity and reduce cost of funds; and* *c. augment the resource base to fund balance sheet growth in the case of fresh injection of funds.* Criteria to Determine the PONV: The above framework will be invoked when the Bank is adjudged by RBI to be approaching the point of non viability, or has already reached the point of non-viability, but in the views of RBI: (i) 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 (ii) if left unattended, the weaknesses would inflict financial losses on the bank and, thus, cause decline in its common equity level. RBI would follow a two-stage approach to determine the non-viability of the Bank. The Stage 1 assessment would consist of purely objective and quantifiable criteria to indicate that there is a prima facie case of the Bank approaching non-viability and, therefore, a closer examination of the Issuer's financial situation is warranted. The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1 information, would help in determining whether the Bank is about to become non-viable. These criteria would be evaluated together and not in isolation. Once the PONV is confirmed, the next step would be to decide whether rescue of the Bank would be through write-off alone or write-off in conjunction with a public sector injection of funds. The PONV Trigger Event will be evaluated both at consolidated and solo level and breach at either level will trigger write-off.
50.	Treatment in Bankruptcy/ Liquidation	The holders of the Bonds shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
51.	Order of claim of Tier 2 instruments at the event of gone concern situation	The order of claim of various types of Regulatory capital instruments issued by the Bank and that may be issued in future shall be as under: Tier 2 debt instruments will be superior to the claims of investors eligible for inclusion in Tier 1 capital; and subordinate to the claims of all depositors and general creditors of the bank. However, write down / claim of Tier 2 debt instruments will be on pari-passu basis amongst themselves irrespective of the date of issue.
52.	Transaction Documents	The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the issue: Letter appointing Bond Trustees to the Bondholders. Bond trustee agreement; Bond trust deed; Rating agreement with Rating Agencies; Tripartite agreement between the Issuer, Registrar to the Issue and NSDL for issue of Bonds in dematerialized form; Tripartite agreement between the Issuer, Registrar to the Issue and CDSL for issue of Bonds in dematerialized form; Letter appointing Registrar to the Issue and agreement entered into between the Issuer and the Registrar. Listing Agreement with NSE & BSE.
53.	Conditions precedent to subscription of Bonds	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following: Credit rating letter(s) from the aforesaid Rating Agencies not being more than 1 (one) month old from the Issue Opening Date; Letter from the Trustees conveying their consent to act as Trustees for the Bondholder(s);

		Letter to NSE & BSE for seeking its In-principle approval for listing and trading of Bonds.
54.	Conditions subsequent to subscription of Bonds	The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Disclosure Document: (i) Credit of demat account(s) of the allottee(s) by number of Bonds allotted on T+1 day (Deemed Date of Allotment), where "T" being the date of bidding on electronic bidding platform of BSE i.e. BSE-Bond. (ii) Make listing application to NSE/BSE within 15 (fifteen) days from the Deemed Date of Allotment of Bonds and seek listing permission within 20 days from the Deemed Date of Allotment of Bonds in pursuance of SEBI Listing Regulations; (In the event of a delay in listing of the Bonds beyond 20 days of the Deemed Date of Allotment, the Issuer will pay to the investor penal interest of 1% (one per cent) per annum over the Coupon Rate commencing on the expiry of 30 (thirty) days from the Deemed Date of Allotment until the listing of the Bonds.) (iii) In case the Issuer fails to obtain listing permission, it shall refund through verifiable means the entire monies within 7 (seven) days of receipt of intimation from stock exchange, and if any such money is not repaid within 8th day, Bank is liable to repay that money with interest @ 15% per annum. Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Disclosure Document.
55.	Business Day	Means all days except Saturday (2nd & 4th of the month), Sunday and any public holiday, in accordance with the Negotiable Instruments Act, 1881 being a date on which banks are normally open for business in Mumbai.
56.	Business Day Convention	Should any of the dates, other than the Coupon Payment Date including the Deemed Date of Allotment, Issuer Call Date, Tax Call Date or Regulatory Call Date as defined in this Disclosure Document, fall on day which is not a business day, the immediately preceding business day shall be considered as the effective date. Should the Coupon Payment Date, as defined in this Disclosure Document, fall on day which is not a business day, the immediately next business day shall be considered as the effective date.
57.	Re-capitalization	Nothing contained in this Summary Term Sheet or in any transaction documents shall hinder re-capitalization by the Issuer.
58.	Default Interest Rate	In case of default in payment of Coupon and/or principal redemption on the due dates, additional interest of 2% (two per cent) per annum over the Coupon Rate shall be payable by the Issuer for the defaulting period.

i. OTHER GENERAL TERMS

1.	Eligible Investors	a. Mutual Funds; b. Public Financial Institutions as defined under the Companies Act, 2013, as amended. c. Scheduled Commercial Banks; d. Insurance Companies; e. Provident Funds, Gratuity Funds, Superannuation Funds and