

## T. Issue Details

### Summary Term Sheet:

Security Name	7.70% SBI LTB 2038
Series	LTB II
Issuer/Bank	State Bank of India
Issue Size	Aggregate total issue size not exceeding Rs. 10,000 crores with a base issue size of Rs. 5,000 crores and a green-shoe option to retain oversubscription upto Rs. 5,000 crores.
Option to retain oversubscription	Yes. Green-shoe option to retain oversubscription upto Rs. 5,000 crores.
Type of Instrument	Non-convertible, Taxable, Redeemable, Unsecured, Fully Paid-up Long-Term Bonds in the nature of debentures of face value Rs.1 lakh each
Nature of Instrument	Unsecured
Seniority	Unsecured, pari-passu along with other uninsured, unsecured creditors
Mode of Issue	Private Placement through EBP platform
EBP Platform	BSE
Manner of Bidding	Closed Bidding
Manner of Allotment	Uniform Yield
Eligible Investors	<p>Only those investors who are permitted to invest in this issue as per RBI Guidelines and SEBI Debt Regulations, applicable for issuance and listing of these Bonds.</p> <p>The investors who fall under the definition of “Qualified Institutional Buyers” (QIB) under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time and any non-QIB investor (including arranger) who are specifically authorized by the issuer in the EBP platform are eligible to participate in the offer (being “<b>Eligible Investors</b>”). The investors who fall under the definition of QIB are as follows:</p> <ul style="list-style-type: none"> <li>(i) a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI</li> <li>(ii) a foreign portfolio investor (“FPIs”) other than Individuals, corporate bodies and family offices,</li> <li>(iii) a Public Financial Institution;</li> <li>(iv) a Scheduled Commercial Bank</li> <li>(v) a multilateral and bilateral developmental financial institution</li> <li>(vi) a state industrial development corporation</li> </ul>

- (vii) an Insurance Company registered with the Insurance Regulatory and Development Authority of India
- (viii) a Provident Fund with minimum corpus of Rs. 25 crores
- (ix) a Pension Fund with minimum corpus of Rs. 25 crores
- (x) National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India
- (xi) insurance funds set up and managed by army, navy or air force of the Union of India
- (xii) insurance funds set up and managed by the Department of Posts, India; and
- (xiii) systemically important non-banking financial companies.

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

- (i) Resident Individual Investors;
- (ii) Foreign Nationals;
- (iii) Persons resident outside India, other than FPIs;
- (iv) Overseas Corporate Bodies;
- (v) Partnership firms formed under applicable laws in India in the name of the partners;
- (vi) Hindu Undivided Families through Karta; and
- (vii) Person ineligible to contract under applicable statutory/ regulatory requirements.

Investment by a bank in the issue is subject to compliance of the provisions of RBI Circular DBR.BP.BC.No.98/08.12.014/2014-15 dated 1<sup>st</sup> June 2015 as amended from time to time. The banks should ensure that its bid on the EBP system is in compliance with the above circular. As per the RBI Circular dated 1<sup>st</sup> June 2015:

- a) Banks' investment in such bonds will not be treated as 'assets with the banking system in India' for the purpose of calculation of NDTL
- b) Such investments are not to be held under HTM category
- c) An investing bank's investment in a specific issue of such bonds will be capped at 2% of the investing bank's Tier 1 Capital or 5% of the issue size, whichever is lower.
- d) An investing bank's aggregate holding in such bonds will be capped at 10% of its total Non-SLR investments.
- e) Not more than 20% of the primary issue size of such bond issuance can be allotted to banks.

Each bank bidding in the EBP shall ensure compliance with the above norms. The Bank shall be under no obligation to verify the eligibility/authority or the eligible bid amount of any bank in these Bonds. If after applying for subscription to these Bonds and/or allotment of Bonds to any bank, such bank becomes ineligible or exceeded the limits mentioned above and/or is found to have exceeded the limits specified as per RBI Circular as amended in these Bonds, the Bank shall not be responsible in any manner.

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

The issuance being a private placement through the EBP Platform, the investors who have bid on its own account or through arrangers, if any, appointed by Issuer, in the issue through the said platform and in compliance with SEBI circulars on the above subject and EBP Platform operating guidelines are only eligible to apply. Any other application shall be at the sole discretion of the Issuer.

Further, notwithstanding anything contained above, only eligible investors who have been addressed through the application form are eligible to apply.

Prior to making any investment in these Bonds, each Eligible Investor should satisfy and assure himself/herself/itself that he/she/it is authorized and eligible to invest in these Bonds. The Bank shall be under no obligation to verify the eligibility/authority of the Eligible Investor to invest in these Bonds. Further, mere receipt of this Placement Memorandum (and/or any Transaction Document in relation thereto and/or any draft of the Transaction Documents and/or this Placement Memorandum) by a person shall not be construed as any representation by the Bank that such person is authorized to invest in these Bonds or eligible to subscribe to these Bonds. If after applying for subscription to these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Bank shall not be responsible in any manner.

Notwithstanding any acceptance of bids by the Bank on and/or pursuant to the bidding process on the Electronic Book Platform, (a) if a person, in the Bank's view, is not an Eligible Investor, the Bank shall have the right to refuse allotment of Bonds to such person and reject such person's application; (b) If a person, in the Bank's view, does not comply with the restrictions mentioned in RBI Guidelines or SEBI Debt Regulations or applies in excess thereof, the Bank has the right to decide the amount to be allotted to such investors (c) if after applying for subscription to

	these Bonds and/or allotment of Bonds to any person, such person becomes ineligible and/or is found to have been ineligible to invest in/hold these Bonds, the Issuer shall not be responsible in any manner.
Anchor Portion	No
Total Anchor Portion	NA
Anchor Investors and Quantum allocated to each Anchor Investor	NA
Listing	<p>Proposed on the Wholesale Debt Market (WDM) Segment of NSE and BSE. The Issuer has received in-principle approval for listing of these Bonds from NSE vide their letter Ref. No.: NSE/LIST/5826 dated 13<sup>th</sup> January 2023 and BSE vide their letter DCS/COMP/PG/IP-PPDI/567/22-23 dated 13<sup>th</sup> January 2023. Please refer to Annexure IV and V for a copy of the letters from NSE and BSE.</p> <p>The Issuer shall make listing application to BSE and NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and NSE within 3 (three) working days from the Issue Closure Date.</p> <p>Designated Stock Exchange for the Issue is: NSE</p>
Credit Rating	"[ICRA] AAA Stable" by ICRA and "IND AAA/Stable" by IRRPL
Minimum subscription	Not Applicable
Objects of the Issue/ Purpose for which there is requirement of funds	<p>Enhancing long term resources for funding infrastructure and affordable housing.</p> <p>The funds being raised by the Bank through this Issue are not meant for financing any particular project.</p>
Details of Utilization of funds	Enhancing long term resources for funding infrastructure and affordable housing. The funds being raised by the Bank through this Issue are not meant for financing any particular project.
Coupon Rate	7.70% p.a.
Step Up/Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Annual
Coupon Payment Dates	First coupon payment shall be made on 19 <sup>th</sup> January 2024 and every year thereafter, as per the coupon payment frequency mentioned above, till the redemption of the bonds.
Coupon Type (Fixed, floating or other structure) / Interest Rate Parameter	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Cumulative or Non-Cumulative	NA

Day Count Basis	<p>The Coupon for each of the interest periods shall be computed as per Actual / Actual day count convention (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613) on the face value/principal outstanding at the Coupon Rate rounded off to the nearest Rupee.</p> <p>The Interest Period means each period beginning on (and including) the Deemed Date of Allotment(s) or any Coupon Payment Date and ending on (but excluding) the next Coupon Payment Date. It is clarified that in case of Coupon payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty six) days (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613).</p> <p>Illustrative interest calculation is provided in this Placement Memorandum.</p>
Working Day Convention/ Effect of Holidays	<p>'Working Day' shall be a day on which commercial banks are open for business in the city of Mumbai, Maharashtra. If the date of payment of interest/redemption of principal does not fall on a Working Day, the payment of interest/principal shall be made in accordance with as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Working Day, the payment shall be made by the Issuer on the immediately succeeding Working Day, which becomes the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the Bonds. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Working Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Working Day, the redemption amount shall be paid by the Issuer on the immediately preceding Working Day which becomes the new redemption date, along with interest accrued on the Bonds.</p>
Interest on Application Money	<p>Interest at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) 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 the Issuer's bank account up to one day prior to the Deemed Date of Allotment. The Bank shall not be liable to pay any interest in case of invalid applications or applications liable to be rejected including applications made by person who is not an Eligible Investor. If</p>

	<p>the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.</p> <p>The Interest on the application money will be computed as per Actual/Actual day count convention. Income Tax at Source (TDS) will be deducted at the applicable rate on the Interest on application money.</p>
Default Interest Rate	<p>In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.</p> <p>The Issuer shall make listing application to BSE and/or NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and/or NSE within timelines mentioned in the SEBI Operational Circular. In case of delay in listing of the Bonds beyond the timelines mentioned in the SEBI Operational Circular, the Issuer shall pay penal interest at the rate of 1% p.a. over the coupon rate for the period of delay to the investor.</p> <p>If the Bank fails to execute the trust deed within the prescribed timelines under the applicable law, the Bank shall also pay interest of 2% p.a. to the investors, over and above the agreed coupon rate, till the execution of the trust deed.</p>
Tenor	15 years
Redemption Date	19 <sup>th</sup> January, 2038
Redemption Amount	At par i.e. Rs. 1 lakh per Bond
Premium/Discount on redemption	Nil
Issue Price	At par (Rs.1 lakh per Bond)
Discount at which security is issued and the effective yield as a result of such discount.	Nil
Put Option	Not Applicable
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Call Option	Not Applicable
Call Option Date	Not Applicable
Call Option Price	Not Applicable
Put Notification Time (Timelines by which the Issuer need to	Not Applicable.

intimate investor before exercising the put)	
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	Rs. 1 lakh per Bond.
Minimum Application and in multiples of Bonds thereafter / Minimum Bid Lot	1 Bond and in multiples of 1 Bond thereafter.
Trading Lot	1 Bond.
Description regarding Security	Unsecured
Undertaking on creation of Security	Not Applicable. The Bonds are unsecured in nature and hence no permission or consent from any earlier creditor is required for security creation.
<b>Issue Timing</b> Bid Opening Bid Closing Date Issue Opening/ Closing Date Pay-in Date Deemed Date of Allotment	18 <sup>th</sup> January 2023 18 <sup>th</sup> January 2023 18 <sup>th</sup> January 2023 19 <sup>th</sup> January 2023 19 <sup>th</sup> January 2023
Date of earliest closing of the issue, if any.	Not Applicable
Issuance mode	In Demat mode only.
Trading Mode	In Demat mode only.
Settlement Mode of the Instrument	Payment of interest and repayment of principal shall be made by way of credit through direct credit/ National Electronic Clearing Service/ RTGS/ NEFT mechanism or any other permitted method at the discretion of the Issuer. The pay-in of subscription money for the Bonds shall be made as per EBP guidelines through clearing corporation (ICCL).
Settlement Cycle for EBP	T+1 (issuance)
Depository	National Securities Depository Limited and Central Depository Services (India) Limited.
Record Date	15 calendar days prior to each Coupon Payment Date / Call Option Date or the Redemption Date (as the case may be). In the event the Record Date falls on a day which is not a Working Day, the succeeding Working Day will be considered as Record Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Other than as mentioned in this summary term sheet and Debenture Trust Deed there are no additional covenants of the Issue.
Transaction documents	The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the issue:  1. Letter appointing IDBI Trusteeship Services Limited as Trustee to the Bondholders; 2. Debenture Trustee Agreement/ Bond Trustee Agreement / Debenture Trust Deed (as required);

	<ol style="list-style-type: none"> <li>3. Rating Letter from rating agency ICRA and IRRPL;</li> <li>4. Tripartite agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form;</li> <li>5. Tripartite agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form;</li> <li>6. Listing Agreement with BSE and NSE; and</li> <li>7. The Placement Memorandum with the application form.</li> </ol>
<p>Conditions precedent to subscription of Bonds</p>	<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>a) Rating Press Release from ICRA and IRRPL;</li> <li>b) Consent Letter from the Trustee to act as Trustee to the Bondholder(s);</li> <li>c) In-principle approval for listing of bonds from BSE</li> <li>d) In-principle approval for listing of bonds from NSE</li> <li>e) Consent letter from the RTA; and</li> <li>f) And any other documents customary for this transaction</li> </ol>
<p>Conditions subsequent to subscription of Bonds</p>	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per terms of this Placement Memorandum:</p> <ul style="list-style-type: none"> <li>• Making application to BSE and/or NSE within the timelines prescribed by SEBI.</li> </ul>
<p>Events of Default  (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>The following events shall constitute an Event of Default on expiry of the cure period as mentioned in the Debenture Trust Deed:</p> <ol style="list-style-type: none"> <li>(a) Default in payment of Coupon as and when the same shall have become due and payable</li> <li>(b) Default in redemption of these Bonds as and when the same shall have become due and payable</li> </ol> <p>The Issuer or the Trustee may call for meeting of Bondholders as per the terms of the Debenture Trust Deed (to be executed). E-voting facility may be provided, if applicable subject to compliance with regulatory guidelines. In case of any decision that requires a special resolution at a meeting of the Bondholders duly convened and held in accordance with provisions contained in Debenture Trust Deed (to be executed) and applicable law, the decision shall be passed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded or e-voting facility is used, by a majority representing not less than three-fourths in value of the votes cast on such poll. Notwithstanding anything contained above, if any regulations/ circular/ guidelines issued by SEBI/RBI or any other relevant regulator require the voting to be held in a particular manner, the provisions contained in such regulations/ circular/ guidelines shall prevail. The Debenture Trust Deed (to be executed) shall contain the provisions for the meetings of the Bondholders and manner of voting. Subject to applicable law and regulatory guidelines, a meeting of the Bondholders, may</p>



	consider the proposal for joining the inter creditor agreement, if applicable, and the conditions for joining such inter creditor agreement, if applicable, will be made part of the meeting agenda and the Trustee will follow the process laid down vide SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020.
Creation of recovery expense fund	The Issuer has created the Recovery Expense Fund in accordance with SEBI Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	On occurrence of an Event of Default, the Debenture Trustee shall follow the procedure mentioned in the Debenture Trust Deed. Notwithstanding anything contained in the Debenture Trust Deed, in case of an Event of Default, the Trustee shall follow the process laid down by SEBI or RBI for handling defaults as may be applicable to these Bonds.
Provisions related to Cross Default	Not Applicable
Role and Responsibilities of Trustee to the Issue	The Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustee. The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and all other applicable SEBI Regulations, the Debenture Trustee Agreement, Placement Memorandum and all other related Transaction Documents, with due care, diligence and loyalty.
Risk factors pertaining to the Issue	Please refer to the section on Risk Factors on page no. 27 of the Placement Memorandum for risks related to this issue of Bonds.
Re-capitalization	Nothing contained in this Summary Term Sheet or in any other Transaction Documents shall hinder re-capitalization by the Bank by any manner whatsoever.
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 courts of Mumbai, Maharashtra.

\*Note: The Bank reserves its sole and absolute right to modify (pre -pone/ postpone) the above issue schedule without giving any reasons or prior notice. The Bank also reserves its sole and absolute right to change the Deemed Date of Allotment of the above issue without giving any reasons or prior notice. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates and/or Call Option Date, if any may also be changed at the sole and absolute discretion of the Issuer. The Bank reserves the right to close the issue earlier than the stipulated issue closing date and it is further clarified that the Bank need not wait for any minimum subscription amount to the Bonds before closing the issue.