I. Main Features of Regulatory Capital Instruments

Item #	Particulars	Equity Shares	Tier II Bonds	Tier II Bonds	Tier II Bonds
1	Issuer	RBL Bank Ltd	RBL Bank Ltd	RBL Bank Ltd	RBL Bank Ltd
2	Unique identifier	INE976G01028	INE976G08049	INE976G08056	INE976G08064
3	Governing laws of the instrument	Applicable Indian statutes and regulatory requirements	Applicable Indian statutes and regulatory requirements	Applicable Indian statutes and regulatory requirements	Applicable Indian statutes and regulatory requirements
Regulatory Treatment					
4	Transitional Basel III rules	Common Equity Tier 1	Tier 2	Tier 2	Tier 2
5	Post- transitional Basel III rules	Common Equity Tier 1	Tier 2	Tier 2	Tier 2
6	Eligible at solo/group/group & solo	Solo	Solo	Solo	Solo
7	Instrument type	Common Shares	Tier 2 Debt Instruments	Tier 2 Debt Instruments	Tier 2 Debt Instruments
8	Amount recognised in the regulatory capital (Rs. in million as of March 31, 2022)	5,995.14	2,000	2,000	3,300
9	Par value of instrument (Rs. in million)	5,995.14	2,000	2,000	3,300
10	Accounting classification	Shareholders' equity	Liability	Liability	Liability
11	Original date of issuance	Various*	16th February 2016	31st March 2016	27th September 2016
12	Perpetual or dated	Perpetual	Dated	Dated	Dated
13	Original maturity date	No Maturity	16th May 2022	30th June 2022	15 Apr 2023
14	Issuer call subject to prior supervisory approval	No	No	No	No
15	Optional call date, contingent call dates and redemption amount	Not applicable	Not applicable	Not applicable	Not applicable
16	Subsequent call dates, if applicable	Not applicable	Not applicable	Not applicable	Not applicable
	Coupons/ dividends	Dividend	Coupon	Coupon	Coupon

Item #	Particulars	Equity Shares	Tier II Bonds	Tier II Bonds	Tier II Bonds
17	Fixed or floating dividend/coupon	Not applicable	Fixed	Fixed	Fixed
18	Coupon rate and any related index	Not applicable	10.25%	10.25%	10.20%
19	Existence of a dividend stopper	Not applicable	No	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary	Fully discretionary	Fully discretionary
21	Existence of step-up or other incentive to redeem	No	No	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative	Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Not applicable	Non-convertible	Non-convertible	Non-convertible
24	If convertible, conversion trigger(s)	Not applicable	Not applicable	Not applicable	Not applicable
25	If convertible, fully or partially	Not applicable	Not applicable	Not applicable	Not applicable
26	If convertible, conversion rate	Not applicable	Not applicable	Not applicable	Not applicable
27	If convertible, mandatory or optional conversion	Not applicable	Not applicable	Not applicable	Not applicable
28	If convertible, specify instrument type convertible into	Not applicable	Not applicable	Not applicable	Not applicable
29	If convertible, specify issuer of instrument it converts into	Not applicable	Not applicable	Not applicable	Not applicable
30	Write-down feature	No	Yes	Yes	Yes
31	If write-down, write-down trigger(s)	Not applicable	Point of Non-Viability (PONV) Trigger (Details as in Pt. XIII below)	Point of Non-Viability (PONV) Trigger (Details as in Pt. XIII below)	Point of Non-Viability (PONV) Trigger (Details as in Pt. XIII below)
32	If write-down, full or partial	Not applicable	Full	Full	Full

Item #	Particulars	Equity Shares	Tier II Bonds	Tier II Bonds	Tier II Bonds
33	If write-down, permanent or temporary	Not applicable	Permanent	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	Not applicable	Not applicable	Not applicable	Not applicable
35	Position in subordination heirarchy in liquidation (specify instrument type immediately senior to instrument)	Perpetual Debt Instruments	All Depositors, general Creditors & Non Capital Bonds and debentures outstanding of the bank.	All Depositors, general Creditors & Non Capital Bonds and debentures outstanding of the bank.	All Depositors, general Creditors & Non Capital Bonds and debentures outstanding of the bank.
36	Non-compliant transitioned features	No	No	No	No
37	If yes, specify non-compliant features	Not applicable	Not applicable	Not applicable	Not applicable

II. Full Terms and Conditions of Regulatory Capital Instruments

Criteria	Full Terms and Conditions of Equity Shares of RBL Bank Limited
Voting shares	Equity shares of RBL Bank Limited are voting shares
Limit on voting rights	Limits on voting rights, if any, are applicable as per provisions of the Banking Regulation Act, 1949
Position in subordination hierarchy	Represent the most subordinated claim in liquidation of the Bank. The paid up amount is neither secured nor covered by a guarantee of the issuer or related entity nor subject to any other arrangement that legally or economically enhances the seniority of the claim.
Claim on residual assets	Entitled to a claim on the residual assets, which is proportional to its share of paid up capital, after all senior claims have been repaid in liquidation
Perpetuity	Principal is perpetual and never repaid outside of liquidation (except discretionary repurchases / buy backs or other means of effectively reducing capital in a discretionary manner that is allowable under relevant law as well as guidelines, if any, issued by RBI in the matter). The Bank does nothing to create an expectation at issuance that the instrument would be bought back, redeemed or cancelled nor do the statutory or contractual terms provide any feature which might give rise to such an expectation.
Distributions	Distributions are paid out of distributable items (retained earnings included). The level of distributions is not in any way tied or linked to the amount paid up at issuance and is not subject to a contractual cap (except to the extent that a bank is unable to pay distributions that exceed the level of distributable items). There are no circumstances under which the distributions are obligatory. Non-payment is therefore not an event of default. Distributions are paid only after all legal and contractual obligations have been met and payments on more senior capital instruments have been made.
Loss absorption	It is the paid up capital that takes the first and proportionately greatest share of any losses as they occur. Within the highest quality capital, each instrument absorbs losses on a going concern basis proportionately and paripassu with all the others.
Accounting classification	The paid up amount is classified as equity capital. It is clearly and separately disclosed in the Bank's balance sheet.
Directly issued and paid-up	Shares are directly issued and paid up. The Bank cannot directly or indirectly fund the purchase of its own common shares
Approval for issuance	Paid up capital is only issued with the approval of the owners of the Bank, either given directly by the owners or, if permitted by applicable law, given by the Board of Directors or by other persons duly authorised by the owners

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
Issuer / Borrower / Company	RBL Bank Limited
Nature Of Instrument	Non-convertible, Redeemable, Unsecured, Unlisted, Rated, Basel III compliant Tier II Bonds in the nature of debentures for augmenting Tier II capital of the Issuer with face value of Rs.1,000,000 each (Bond)
Seniority	Claims of the Investors in the Instruments shall be: (i) Senior to the claims of Investors in Instruments eligible for inclusion in Tier 1 Capital (ii) Subordinate to the claims of all Depositors, general Creditors & Non Capital Bonds and debentures outstanding of the Bank and (iii) These Bonds shall neither be secured nor covered by a guarantee of the Issuer or its related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis creditors of the Bank. The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation. The claims of the bondholders shall be subject to the provisions mentioned in the point Special Features, “Point of Non viability” (PONV) in the term sheet.
Mode of Issue	Private placement
Rating of the Instrument	“[ICRA]AA-& ” rating watch with developing implications
Issue Size	INR 2000 Million
Objects of the Issue	Augmenting Tier II Capital (as defined in the Basel III Guidelines issued by RBI) and overall capital of the Issuer for strengthening its capital adequacy and for enhancing its long-term resources. Proceeds of the Bonds raised will be utilized for the business of the Bank.
Details of the utilization of the Proceeds	The proceeds realized by RBL Bank from the Issue shall be utilized as per the Objects of the Issue. The proceeds of the issue are being raised to augment Tier 2 Capital under Basel III Capital Regulations as laid out by RBI. The proceeds of issue shall be utilized for regular business activities of the Bank.
Coupon Rate	10.25%
Coupon Payment Frequency	Quarterly
Coupon Payment Date	16th Feb , 16th May , 16th August , 16th November of every year till maturity
Coupon Type	Fixed
Day Count Basis	Actual/Actual
Default Interest Rate	In relation to the principal amount and coupon payable in respect of the Debentures, in case the same is not paid on the respective Due Dates, the defaulted amounts shall carry further interest at the rate of 2% (Two Percent) per annum over and above the Coupon Rate, from the date of occurrence of such default up to the date on which the defaulted amounts together with default interest is paid, and subject to “Special Features”, ”PONV” mentioned below.
Tenure	Six years and 3 Months

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
Redemption Date	16th May 2022
Redemption Amount	At Par
Issue Price	Rs 1,000,000/- per Debenture
Deemed Date of Allotment	16th Feb 2016
Issuance/Trading mode of the Instrument	Demat Only
Transaction Documents	1) Signed and accepted Term Sheet 2) PAS-4 & PAS-3 3) Trustee Consent letter 4) Credit rating letter 5) Credit rating rationale 6) RTA appointment letter 7) Any other document as may be deemed necessary
Depositories	NSDL
Business Day Convention	Any day of the week (excluding Saturdays, Sundays, any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and any other day on which banks are closed for customer business in Mumbai, India) shall be a Business Day
Record Date	The date falling 15 (Fifteen) days prior to any Due Date in relation to the Debentures
Conditions Precedent to Pay-In	a) A certified copy of a resolution of the shareholders of the Company should have been submitted to the Debenture Trustee: (i) Authorising the Board of Directors of the Company to borrow monies; and (ii) Setting out the authorisation under Section 42 of the Companies Act, 2013 read with the applicable rules in relation to the private placement of Debentures. (b) The Company shall have received a letter from the Debenture Trustee that it has acknowledged and has agreed / consented to act as the Debenture Trustee.
Conditions Subsequent to the Date Deemed of Allotment	(a) The Company shall ensure that upon issuance of the Debentures, the allotment and the dematerialised credit of the same occurs not later than 2 (two) days from the Deemed Date of Allotment; (b) The Company shall ensure that it files PAS-3 & PAS-4 with the registrar of companies, within the time limit set out under the Companies Act, 2013.
Events of Default	The Issuer has defaulted in relation to payment of the principal amount / coupon / redemption premium due in respect the Debentures. The investor must have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders. All rights and remedies under the Transaction Documents

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
	shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture Holders. Any payment made by the Company to the Debenture Trustee, for the benefit of the Debenture Holders, shall discharge the Company pro tanto to the Debenture Holders.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have jurisdiction to determine any dispute arising in relation to the Debentures.
Loss Absorbency	The bonds shall be subjected to loss absorbency features applicable for non-equity capital instruments vide RBI Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 on Basel III capital regulations covering Criteria for inclusion of debt capital instruments as Tier 2 capital 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"). Accordingly, the Bonds may at the option of RBI either be permanently written off or temporarily written off on the occurrence of the trigger event called the Point of Non Viability (PONV). PONV trigger event shall be as defined in the aforesaid RBI Circular and shall be determined by the RBI.
Point of Non Viability (PONV) and special features	The present issue of Bonds is being made in pursuance of Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 on Prudential Guidelines on Implementation of Basel III Capital Regulations in India covering Criteria for Inclusion of Debt Capital Instruments as Tier 2 Capital and Minimum Requirements to ensure loss absorbency of Additional Tier1instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the PONV. As per the extant instructions issued by RBI, these Bonds, at the option of the Reserve Bank of India, shall be written off upon the occurrence of the trigger event, called the 'Point of Non-Viability (PONV) Trigger' stipulated below : (i) The PONV Trigger event is the earlier of: decision that a conversion or write-off without which the firm would become nonviable, is necessary, as determined by the Reserve Bank of India; and the decision to make a public sector injection of capital, or equivalent support, without which the firm would have become non-viable, as determined by the relevant authority. The Write-off of any Common Equity Tier 1 capital shall not be required before the write off of any Non-Equity (Additional Tier-I and Tier 2 regulatory capital instrument. (ii) Such a decision would invariably imply that the write-off or issuance of any new shares as a result of conversion consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
	provided by the public sector is not diluted. As such, the contractual terms and conditions of these instruments shall 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 conversion or write-off is undertaken. For the purpose of the above, 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 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 nonviable. Such measures would include write-off / conversion of non-equity regulatory capital into common shares in combination with or without other measures as considered appropriate by the Reserve Bank. Write-off Features These instruments are subject to conversion or write-off upon the occurrence of the trigger event called PONV as determined by Reserve Bank of India. The amount of non-equity capital to be written-off will be determined by RBI. When a bank breaches the PONV trigger and the equity is replenished either through conversion or write-off, such replenished amount of equity will 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 as defined in Table Minimum Capital Required under section 4.19 without counting the replenished equity capital, that point onwards, the bank may include the replenished equity capital for all purposes. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger conversion or write-off. 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 of the Issuer. If a bank goes into liquidation before these instruments have been written-down/converted, these instruments will absorb losses in accordance with the order of seniority indicated in the offer document and as per usual legal provisions governing priority of charges. If a bank goes into liquidation after these instruments have been written-down, the holders of these instruments will have no claim on the proceeds of liquidation.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
	Amalgamation of a banking company: If a bank is amalgamated with any other bank before these instruments have been written-down/converted, these instruments will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger. If a bank is amalgamated with any other bank after the non-equity regulatory capital instruments have been written-down permanently, these cannot be written-up by the Amalgamated entity. If the relevant authorities decide to reconstitute a bank or amalgamate a 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 conversion/write-down of these instruments will be activated. Accordingly, these instruments will be fully converted/written-down permanently before amalgamation /reconstitution in accordance with these rules. Order of conversion/write-down of various types of capital instruments The capital instruments shall be written-off in order in which they would absorb losses in a gone concern situation. The capital instruments shall absorb losses in accordance with the order of seniority and as per usual legal provisions governing priority of charges. Criteria to Determine the PONV The above framework will be invoked when the Bank is adjudged by Reserve Bank of India to be approaching the point of non-viability, or has already reached the point of non-viability, but in the views of RBI: 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 b) if left unattended, the weaknesses would inflict financial losses on the Bank and, thus, cause decline in its common equity level. The purpose of write-off and/or conversion of the Bonds shall be to shore up the capital level of the Bank. 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 Bank'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/conversion alone or write-off/ conversion in conjunction with public sector injection of funds. The trigger at PONV shall be evaluated both at consolidated and solo level and breach at either level shall trigger write-off/conversion. As the capital

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
	adequacy is applicable both at solo and consolidated levels, the minority interests in respect of capital instruments issued by subsidiaries of the Banks including overseas subsidiaries can be included in the consolidated capital of the banking group only if these instruments have pre-specified triggers/loss absorbency at the PONV. The cost to the parent of its investment in each subsidiary and the parent's portion of equity of each subsidiary, at the date on which investment in each subsidiary is made, is eliminated as per AS-21. So, in case of wholly-owned subsidiaries, it would not matter whether or not it has same characteristics as the Bank's capital. However, in the case of less than wholly owned subsidiaries, minority interests constitute additional capital for the banking group over and above what is counted at solo level; therefore, it should be admitted only when it (and consequently the entire capital in that category) has the same characteristics as the Bank's capital. In addition, if the Bank wishes the instrument issued by its subsidiary to be included in the consolidated group's capital, in addition to its solo capital, the terms and conditions of that instrument must specify an additional trigger event. The additional trigger event is the earlier of: a) a decision that write-off/conversion of the Bonds, without which the Bank or the subsidiary would become non-viable, is necessary, as determined by the Reserve Bank Of India; and b) the decision to make a public sector injection of capital, or equivalent support, without which the Bank or the subsidiary would have become non-viable, as determined by the Reserve Bank of India. Such a decision would invariably imply that the write-off /conversion of the Bonds 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 In such cases, the subsidiary should obtain its regulator's approval/no objection for allowing the capital instrument to be converted/written-off at the additional trigger point referred above. Any common stock paid as compensation to the holders of the Bonds must be common stock of either the issuing subsidiary or the Bank (including any successor in resolution). Although the RBI regulations permit conversion or write off of the debentures on the occurrence of the trigger event (i.e. PONV trigger"), no conversion of the present issue of debentures to common equity Tier 1 capital is proposed.
Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 issued by the RBI, covering Prudential Guidelines on Implementation of Basel III Capital Regulations in India covering Criteria for Inclusion of Debt Capital Instruments.
Debenture Trustee	Milestone Trusteeship Services Private Limited

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08049)
RTA	Link Intime India Pvt. Ltd.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
Issuer / Borrower / Company	RBL Bank Limited
Nature Of Instrument	Non-convertible, Redeemable, Unsecured, Unlisted, Rated, Basel III compliant Tier II Bonds in the nature of debentures for augmenting Tier II capital of the Issuer with face value of Rs.1,000,000 each (Bond)
Seniority	Claims of the Investors in the Instruments shall be: (i) Senior to the claims of Investors in Instruments eligible for inclusion in Tier 1 Capital (ii) Subordinate to the claims of all Depositors, general Creditors & Non Capital Bonds and debentures outstanding of the Bank and (iii) These Bonds shall neither be secured nor covered by a guarantee of the Issuer or its related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis creditors of the Bank. The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation. The claims of the bondholders shall be subject to the provisions mentioned in the point Special Features, "Point of Non viability" (PONV) in the term sheet.
Mode of Issue	Private placement
Rating of the Instrument	"[ICRA]AA-& " rating watch with developing implications
Issue Size	INR 1500 Million plus Green Shoe Option
Objects of the Issue	Augmenting Tier II Capital (as defined in the Basel III Guidelines issued by RBI) and overall capital of the Issuer for strengthening its capital adequacy and for enhancing its long-term resources. Proceeds of the Bonds raised will be utilized for the business of the Bank.
Details of the utilization of the Proceeds	The proceeds realized by RBL Bank from the Issue shall be utilized as per the Objects of the Issue. The proceeds of the issue are being raised to augment Tier 2 Capital under Basel III Capital Regulations as laid out by RBI. The proceeds of issue shall be utilized for regular business activities of the Bank.
Coupon Rate	10.25%
Coupon Payment Frequency	Quarterly
Coupon Payment Date	30th March ,30 June,30 Sep,30 Dec of every year till maturity.
Coupon Type	Fixed
Day Count Basis	Actual/Actual
Default Interest Rate	In relation to the principal amount and coupon payable in respect of the Debentures, in case the same is not paid on the respective Due Dates, the defaulted amounts shall carry further interest at the rate of 2% (Two Percent) per annum over and above the Coupon Rate, from the date of occurrence of such default up to the date on which the defaulted amounts together with default interest is paid, and subject to "Special Features", "PONV" mentioned below.
Tenure	Six years and 3 Months
Redemption Date	30 June2022

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
Redemption Amount	At Par
Issue Price	Rs 1,000,000/- per Debenture
Deemed Date of Allotment	31st March 2016
Issuance/Trading mode of the Instrument	Demat Only
Transaction Documents	1) Signed and accepted Term Sheet 2) PAS-4 & PAS-3 3) Trustee Consent letter 4) Credit rating letter 5) Credit rating rationale 6) RTA appointment letter 7) Any other document as may be deemed necessary
Depositories	NSDL
Business Day Convention	Any day of the week (excluding Saturdays, Sundays, any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and any other day on which banks are closed for customer business in Mumbai, India) shall be a Business Day
Record Date	The date falling 15 (Fifteen) days prior to any Due Date in relation to the Debentures
Conditions Precedent to Pay-In	a) A certified copy of a resolution of the shareholders of the Company should have been submitted to the Debenture Trustee: (i) Authorising the Board of Directors of the Company to borrow monies; and (ii) Setting out the authorisation under Section 42 of the Companies Act, 2013 read with the applicable rules in relation to the private placement of Debentures. (b) The Company shall have received a letter from the Debenture Trustee that it has acknowledged and has agreed / consented to act as the Debenture Trustee.
Conditions Subsequent to the Date Deemed of Allotment	(a) The Company shall ensure that upon issuance of the Debentures, the allotment and the dematerialised credit of the same occurs not later than 2 (two) days from the Deemed Date of Allotment; (b) The Company shall ensure that it files PAS-3 & PAS-4 with the registrar of companies, within the time limit set out under the Companies Act, 2013.
Events of Default	The Issuer has defaulted in relation to payment of the principal amount / coupon / redemption premium due in respect the Debentures. The investor must have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation of the Issuer.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders. All rights and remedies under the Transaction Documents shall rest in and be exercised by the Debenture Trustee without having it

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
	referred to the Debenture Holders. Any payment made by the Company to the Debenture Trustee, for the benefit of the Debenture Holders, shall discharge the Company pro tanto to the Debenture Holders.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have jurisdiction to determine any dispute arising in relation to the Debentures.
Loss Absorbency	The bonds shall be subjected to loss absorbency features applicable for non-equity capital instruments vide RBI Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 on Basel III capital regulations covering Criteria for inclusion of debt capital instruments as Tier 2 capital 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"). Accordingly, the Bonds may at the option of RBI either be permanently written off or temporarily written off on the occurrence of the trigger event called the Point of Non Viability (PONV). PONV trigger event shall be as defined in the aforesaid RBI Circular and shall be determined by the RBI.
Point of Non Viability (PONV) and special features	The present issue of Bonds is being made in pursuance of Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 on Prudential Guidelines on Implementation of Basel III Capital Regulations in India covering Criteria for Inclusion of Debt Capital Instruments as Tier 2 Capital and Minimum Requirements to ensure loss absorbency of Additional Tier1instruments at pre-specified trigger and of all non-equity regulatory capital instruments at the PONV. As per the extant instructions issued by RBI, these Bonds, at the option of the Reserve Bank of India, shall be written off upon the occurrence of the trigger event, called the 'Point of Non-Viability (PONV) Trigger' stipulated below : (i) The PONV Trigger event is the earlier of: decision that a conversion or write-off without which the firm would become nonviable, is necessary, as determined by the Reserve Bank of India; and the decision to make a public sector injection of capital, or equivalent support, without which the firm would have become non-viable, as determined by the relevant authority. The Write-off of any Common Equity Tier 1 capital shall not be required before the write off of any Non-Equity (Additional Tier-I and Tier 2 regulatory capital instrument. (ii) Such a decision would invariably imply that the write-off or issuance of any new shares as a result of conversion consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. As such, the contractual terms

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
	and conditions of these instruments shall 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 conversion or write-off is undertaken. For the purpose of the above, 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 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 nonviable. Such measures would include write-off / conversion of non-equity regulatory capital into common shares in combination with or without other measures as considered appropriate by the Reserve Bank. Write-off Features These instruments are subject to conversion or write-off upon the occurrence of the trigger event called PONV as determined by Reserve Bank of India. The amount of non-equity capital to be written-off will be determined by RBI. When a bank breaches the PONV trigger and the equity is replenished either through conversion or write-off, such replenished amount of equity will 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 as defined in Table Minimum Capital Required under section 4.19 without counting the replenished equity capital, that point onwards, the bank may include the replenished equity capital for all purposes. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger conversion or write-off. 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 of the Issuer. If a bank goes into liquidation before these instruments have been written-down/converted, these instruments will absorb losses in accordance with the order of seniority indicated in the offer document and as per usual legal provisions governing priority of charges. If a bank goes into liquidation after these instruments have been written-down, the holders of these instruments will have no claim on the proceeds of liquidation.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
	Amalgamation of a banking company: If a bank is amalgamated with any other bank before these instruments have been written-down/converted, these instruments will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger. If a bank is amalgamated with any other bank after the non-equity regulatory capital instruments have been written-down permanently, these cannot be written-up by the Amalgamated entity. If the relevant authorities decide to reconstitute a bank or amalgamate a 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 conversion/write-down of these instruments will be activated. Accordingly, these instruments will be fully converted/written-down permanently before amalgamation /reconstitution in accordance with these rules. Order of conversion/write-down of various types of capital instruments The capital instruments shall be written-off in order in which they would absorb losses in a gone concern situation. The capital instruments shall absorb losses in accordance with the order of seniority and as per usual legal provisions governing priority of charges. Criteria to Determine the PONV The above framework will be invoked when the Bank is adjudged by Reserve Bank of India to be approaching the point of non-viability, or has already reached the point of non-viability, but in the views of RBI: 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 b) if left unattended, the weaknesses would inflict financial losses on the Bank and, thus, cause decline in its common equity level. The purpose of write-off and/or conversion of the Bonds shall be to shore up the capital level of the Bank. 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 Bank'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/conversion alone or write-off/ conversion in conjunction with public sector injection of funds. The trigger at PONV shall be evaluated both at consolidated and solo level and breach at either level shall trigger write-off/conversion. As the capital adequacy is applicable both at solo and consolidated levels, the minority interests in

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
	respect of capital instruments issued by subsidiaries of the Banks including overseas subsidiaries can be included in the consolidated capital of the banking group only if these instruments have pre-specified triggers/loss absorbency at the PONV. The cost to the parent of its investment in each subsidiary and the parent's portion of equity of each subsidiary, at the date on which investment in each subsidiary is made, is eliminated as per AS-21. So, in case of wholly-owned subsidiaries, it would not matter whether or not it has same characteristics as the Bank's capital. However, in the case of less than wholly owned subsidiaries, minority interests constitute additional capital for the banking group over and above what is counted at solo level; therefore, it should be admitted only when it (and consequently the entire capital in that category) has the same characteristics as the Bank's capital. In addition, if the Bank wishes the instrument issued by its subsidiary to be included in the consolidated group's capital, in addition to its solo capital, the terms and conditions of that instrument must specify an additional trigger event. The additional trigger event is the earlier of: a) a decision that write-off/conversion of the Bonds, without which the Bank or the subsidiary would become non-viable, is necessary, as determined by the Reserve Bank Of India; and b) the decision to make a public sector injection of capital, or equivalent support, without which the Bank or the subsidiary would have become non-viable, as determined by the Reserve Bank of India. Such a decision would invariably imply that the write-off /conversion of the Bonds 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 In such cases, the subsidiary should obtain its regulator's approval/no objection for allowing the capital instrument to be converted/written-off at the additional trigger point referred above. Any common stock paid as compensation to the holders of the Bonds must be common stock of either the issuing subsidiary or the Bank (including any successor in resolution). Although the RBI regulations permit conversion or write off of the debentures on the occurrence of the trigger event (i.e. PONV trigger"), no conversion of the present issue of debentures to common equity Tier 1 capital is proposed.
Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 issued by the RBI, covering Prudential Guidelines on Implementation of Basel III Capital Regulations in India covering Criteria for Inclusion of Debt Capital Instruments.
Debenture Trustee	Axis Trustee Services Limited

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08056
RTA	Link Intime India Pvt. Ltd.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
Issuer / Borrower / Company	RBL Bank Limited
Nature Of Instrument	Non-convertible, redeemable, unsecured, listed, rated, fully paid-in Basel III compliant Tier 2 bonds in the nature of debentures for augmenting Tier II capital of the Issuer with face value of Rs.1,000,000 each (Bond)
Seniority	Claims of the Debenture Holder(s) in the Debentures shall be: (i) senior to the claims of investors in instruments eligible for inclusion in Tier 1 capital of the Company; (ii) subordinate to the claims of all depositors, general creditors of the Company; and (iii) are neither secured nor covered by a guarantee of the Company or its related entity or other arrangement that legally or economically enhances the seniority of the claims of the Debenture Holder(s) vis-à-vis creditors of the Company. The claims of the Debenture Holder(s) shall be subject to PONV.
Mode of Issue	Private placement
Rating of the Instrument	"[ICRA]AA-& " rating watch with developing implications
Issue Size	INR 330 Crore
Objects of the Issue	Proceeds of the Debentures will be utilized by the Company to augment its capital for strengthening its capital adequacy under applicable regulations of the RBI and for enhancing its long-term resources
Details of the utilization of the Proceeds	The proceeds realized by RBL Bank from the Issue shall be utilized as per the Objects of the Issue. The proceeds of the issue are being raised to augment Tier 2 Capital under Basel III Capital Regulations as laid out by RBI. The proceeds of issue shall be utilized for regular business activities of the Bank.
Coupon Rate	10.20%
Coupon Payment Frequency	Quarterly
Coupon Payment Date	15th Day of March, June, September and December every year.
Coupon Type	Fixed
Day Count Basis	Actual/Actual
Default Interest Rate	In relation to the Principal Amount and Coupon payable in respect of the Debentures, in case the same is not paid on the respective due dates, the defaulted amounts shall carry further interest at the rate of 1% per annum over and above the Coupon Rate, from the date of occurrence of such default up to the date on which the defaulted amounts are paid in full. Provided that the applicability of any Default Interest on the Debentures is subject to provisions under "Special Features", "PONV" mentioned below.
Tenure	6 years, 6 months, 19 days from the Deemed Date of Allotment of September 27,2016
Redemption Date	15 April 2023
Redemption Amount	At Par
Issue Price	Rs 1,000,000/- per Debenture
Deemed Date of Allotment	September 27,2016

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
Issuance/Trading mode of the Instrument	Demat Only
Transaction Documents	1) The Debenture Trust Deed 2) this Information Memorandum 3) Debenture Trustee consent letter dated 13 July 2016 and Debenture Trustee Agreement 4) Credit rating letters dated 8 February 2016, 4 July 2016 and 12 September 2016 received from ICRA Ltd. 5) Credit rating rationale from ICRA Ltd. 6) Registrar and transfer agent appointment letter dated 15 September 2016 7) Any other document as may be designated by the Debenture Holder(s)
Depositories	NSDL
Business Day Convention	A. Whenever any Coupon Payment Date falls on a day other than a Business Day, such payment shall be made on the immediately following Business Day. B. If the Final Redemption Date falls on a on a day other than a Business Day, such payment shall be made on the immediately previous Business Day.
Record Date	The date falling 15 (Fifteen) days prior to any Due Date in relation to the Debentures
Conditions Precedent to Pay-In	a) A certified copy of a resolution of the shareholders' of the Company dated 6 September 2016 under Section 23 and 42 of the Act. b) A certified copy of the resolution of the shareholders' of the Company dated 6 September 2016 under Section 180 (1)(c) of the Act. c) A certified copy of the resolution of the board of directors of the Company authorising the Issue. d) The Company shall have received a letter from the Debenture Trustee that it has acknowledged and has agreed / consented to act as the Debenture Trustee. e) A certified true copy of the Memorandum of Association and Articles of Association. f) Filing of the Disclosure Document with and receipt of in-principal listing approval for the listing of Debentures from BSE. g) Receipt of International Securities Identification Number for the Debentures from NSDL. i) Receipt of a certificate from an independent chartered accountant certifying that the Company has sufficient borrowing limits under the shareholders' resolution dated 6 September 2016 under Section 180 (1)(c). j) Payment of stamp duty on Transaction Documents. k) Receipt of legal opinion (addressed and delivered to the Initial Subscriber only) from Trilegal. l) A certified true copy of the consolidated audited financials of the Company for the financial year ending 31 March 2016. m) A certificate from the authorized signatory of the Company certifying inter-alia that copies of all documents relating to it is correct, complete and in full force and effect as at a date no earlier than Pay-in Date, no Material Adverse Effect has occurred, all representations and warranties in the Transaction Documents are true and correct in all respects. n) A certified true copy of the credit rating letters received from ICRA Limited dated 8 February 2016, 4 July 2016 and 12 September 2016.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
	o) Agreed form of the resolution for allotment of Debentures p) Certificate of authority and incumbency
Conditions Subsequent to the Date pay-in date	a) Passing of a board resolution by the company allotting the Debentures to the Debenture Holder(s) on the Pay-in Date or the day falling on the immediately next Business Day. b) Issuing of a duly stamped debenture certificate allotting Debentures to the Debenture Holder(s) by no later than 2 (two) Business Days from the Pay-in Date. c) Credit of dematerialised Debentures into the relevant accounts of the Debenture Holder(s) within 2 (two) days from the Deemed Date of Allotment. c) Receipt of final listing and trading approval from BSE for the Debentures within 15 (fifteen) days from the Deemed Date of Allotment. d) Updating the register of debenture holders to include the names of the Debenture Holder(s) within 10 (ten) days from the Deemed Date of Allotment. e) Filing form PAS-3 with the prescribed fees and a complete list of Debenture Holder(s) within 30 (thirty) days of the Deemed Date of Allotment with the relevant registrar of companies. f) Filing the Disclosure Document and form PAS-5 along with a copy of the Disclosure Document and the prescribed fee within 30 (thirty) days of circulation of the Disclosure Document with the relevant registrar of companies and SEBI. g) Submission of legal opinion from external counsel of the Company to RBI with respect to the Issue for compliance with Basel III.
Events of Default	a) The Company shall have voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law and such proceedings have not been stayed, quashed or dismissed by a competent court prior to admission. b) The Company has taken or suffered any action to be taken for its liquidation or dissolution.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s). All rights and remedies under the Transaction Documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture Holder(s). Any payment made by the Company to the Debenture Trustee, for the benefit of the Debenture Holder(s), shall discharge the Company pro tanto to the Debenture Holder(s).
Governing Law and Jurisdiction	Indian law. Any dispute arising in connection with the Debentures shall be resolved by a panel of 3 (three) arbitrators to be constituted in accordance with the rules of the London Court of International Arbitration. The place of arbitration shall be Mumbai.
Loss Absorbency	The Debentures (including all claims, demands on the Debentures and Coupon thereon whether accrued or contingent) are issued subject to loss absorbency features applicable for non-equity capital instruments issued in terms of Basel III including in compliance with requirements of Annex 5 of Basel III thereof and are subject to certain loss absorbency features as described herein and required off Tier 2 instruments at the Point of Non Viability ("PONV") as provided under Annex 16 of Basel III. Such loss absorbency features of the Debentures are triggered at PONV Trigger Event

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
	described in detail under paragraph 55 below. Accordingly, the Debentures and any claims or demands of any Debenture Holder(s) or any other person claiming for or on behalf or through such Debenture Holder(s) against the Company or any of its assets may at the option of the RBI be permanently written off, in whole or in part upon occurrence of the trigger event called PONV.
Point of Non Viability (PONV) and special features	The Issue is being made in pursuance of Basel III covering criteria for inclusion of debt capital instruments as Tier 2 capital 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. Although Basel III permits the conversion or write off of the debentures on the occurrence of the PONV Trigger Event, no conversion of the Debentures to common equity Tier 1 capital is proposed. As per Basel III, the Debentures shall be written off at the option of the RBI upon the occurrence of the trigger event called PONV Trigger stipulated below: (i) A PONV Trigger event is the earlier of ("PONV Trigger Event"): (A) decision that a conversion or write-off of the Debentures without which the Company would become nonviable, is necessary, as determined by the RBI; and (B) the decision to make a public sector injection of capital, or equivalent support, without which the Company would have become non-viable, as determined by the relevant authority. 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 2) regulatory capital instrument. (ii) Such a decision would invariably imply that the write-off or issuance of any new shares as a result of conversion consequent upon the trigger event must occur prior to any public sector injection of capital so that the capital provided by the public sector is not diluted. As such, the contractual terms and conditions of the Debentures shall not provide for any residual claims on the Company which are senior to ordinary shares of the Company (or Company group entity where applicable), following a trigger event and when write-off is undertaken. (iii) Any compensation paid to the Debenture Holder(s) as a result of write off of the Debentures must be paid immediately in the form of common shares of the Company. For the purpose of the above, the Company will be a non-viable bank if owing to its financial and other difficulties, it 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 Company should be such that these are likely to result in financial losses and raising the common equity tier 1 capital of the Company should be considered as the most appropriate way to prevent the Company from turning non-viable. Such measures would include write-off of Debentures with or without other measures as considered appropriate by the RBI.

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
	Write-off features The Debentures are subject to permanent write-off upon the occurrence of the PONV Trigger Event as determined by RBI. The amount of Debentures to be written-off will be determined by RBI. When the Company breaches the PONV Trigger Event and the equity is replenished through write-off of Debentures, such replenished amount of equity will be excluded from the total equity of the Company 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 Company has attained total common equity ratio of 8 % as defined in Basel III without counting the replenished equity capital, from that point onwards, the bank may include the replenished equity capital for all purposes. The trigger at PONV will be evaluated both at consolidated and solo level and breach at either level will trigger write-off. Treatment of the Debentures in Bankruptcy / Liquidation of the Company The Debenture Holder(s) shall have no rights to accelerate the Repayment of future scheduled payments (Coupon or Principal Amount) except in bankruptcy and liquidation. If the Company goes into liquidation before the Debentures have been written down, the Debentures will absorb losses in accordance with the order of seniority indicated in this Deed and in accordance with Applicable Law. If the Company goes into liquidation after the Debentures have been written-down, the Debenture Holder(s) will have no claim on the proceeds of liquidation. Amalgamation of the Company If the Company is amalgamated with any other bank before the Debentures have been written-down, the Debentures will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger. If the Company is amalgamated with any other bank after the Debentures have been written-down temporarily, the amalgamated entity can write up the Debentures as per its discretion. If the Company is amalgamated with any other bank after the Debentures have been written-down permanently, the amalgamated entity cannot write up the Debentures. Scheme of Reconstitution or Amalgamation of the Company If the relevant authorities decide to reconstitute the Company or amalgamate the Company with any other bank under Section 45 of the Banking Regulation Act, 1949, the Company will be deemed as non-viable or approaching non-viability and both the pre-specified trigger and the trigger at PONV for write-down of the Debentures will be activated. Accordingly, the Debentures will be fully written-down permanently before amalgamation / reconstitution in accordance with these rules. Order of write-down of the Debentures

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
	If the Company goes into liquidation before the Debentures have been written down, the Debentures will absorb losses in accordance with the order of seniority indicated in this Deed and in accordance with Applicable Law. Criteria to determine the PONV The framework under Annex 16 of Basel III will be invoked when the Company 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: 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 Company; and b) if left unattended, the weaknesses would inflict financial losses on the Company and, thus, cause decline in its common equity level. The purpose of write-off of the Debentures is to shore up the capital level of the Company. RBI would follow a two-stage approach to determine the non-availability of the Company. (A) The Stage 1 assessment would consist of purely objective and quantifiable criteria to indicate that there is a prima facie case of the Company approaching non- viability and, therefore, a closer examination of the Company's financial situation is warranted. (B) The Stage 2 assessment would consist of supplementary subjective criteria which, in conjunction with the Stage 1 information, would help in determining whether the Company 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 Company would be through write-off alone or write off in conjunction with public sector injection of funds. As the capital adequacy is applicable both at solo and consolidated levels, the minority interests in respect of capital instruments issued by subsidiaries of the Company including overseas subsidiaries can be included in the consolidated capital of the Company group only if these instruments have pre-specified triggers/ loss absorbency at the PONV. The cost to the parent of its investment in each subsidiary and the parent's portion of equity of each subsidiary, at the date on which investment in each subsidiary is made, is eliminated as per Accounting Standard-21. So, in case of wholly-owned subsidiaries, it would not matter whether or not it has the same characteristics as the Company's capital. However, in the case of less than wholly owned subsidiaries, minority interests constitute additional capital for the Company group over and above what is counted at solo level; therefore, it should be admitted only when it (and consequently the entire capital in that category) has the same characteristics as the Company's capital. In addition, if the Company wishes the instrument issued by its subsidiary to be included in the consolidated group's capital, in addition to its solo capital, the terms and conditions of that instrument must specify an additional trigger event. The additional trigger event is the earlier of:

Criteria	Full Terms and Conditions of Basel III Compliant Tier II Bonds of RBL Bank Limited (Unique Identifier - INE976G08064)
	(A) a decision that write-off, without which the Company or its subsidiary would become non-viable, is necessary, as determined by the RBI; and (B) the decision to make a public sector injection of capital, or equivalent support, without which the Company or the subsidiary would have become non-viable, as determined by the RBI. 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. In such cases, the subsidiary should obtain its regulator's approval/no objection for allowing the capital instrument to be written-off at the additional trigger point referred above. Any common stock paid as compensation to the holders of the instrument must be common stock of either the issuing subsidiary or the Bank (including any successor in resolution).
Applicable RBI Guidelines	The present issue of Bonds is being made in pursuance of Master Circular DBR.No.BP.BC.1/21.06.201/2015-16 dated July 1, 2015 issued by the RBI, covering Prudential Guidelines on Implementation of Basel III Capital Regulations in India covering Criteria for Inclusion of Debt Capital Instruments.
Debenture Trustee	IDBI Trusteeship Services Limited
RTA	Link Intime India Pvt. Ltd.