

AXIS BANK LIMITED

TERM SHEET

Security Name	6.99% Axis Bank 2031
Issuer	Axis Bank Limited ("Axis"/ the "Bank"/ the "Issuer")
Issue Size	Base Issue of Rs 2,000 crore (Two Thousand Crore) and greenshoe option to retain oversubscription of Rs 3,000 crore (Three Thousand Crore) thereby aggregating Rs. 5,000 Crore (Five Thousand Crore)
Option to retain oversubscription (Amount)	Rs 3,000 crore (Three Thousand Crore)
Issue Accepted	Rs. 2,600 crore (Two Thousand Six Hundred Crore)
Objects of the Issue	Enhancing long term resources for funding infrastructure and affordable housing
Details of the utilization of proceeds	Enhancing long term resources for funding infrastructure and affordable housing
Type of Instrument	Fully paid, Senior, Unsecured, Taxable, Redeemable, Non-Convertible Debenture (Series -6)
Nature and status of Debentures	Unsecured and would rank pari-passu along with other uninsured, unsecured creditors
Seniority	Senior
Issuance Mode	In demat mode only
Trading Mode	In demat mode only
Credit Rating of the instrument	"AAA/Stable" by CRISIL Limited and AAA/Stable by ICRA Limited
Mode of Issue	Private Placement
Eligible Investor	Please refer clause "Applications may be made by" in this document
Description regarding Security	Unsecured
Face Value	Rs. 10,00,000/- per Debenture (Rupees Ten Lacs per Debenture)
Redemption Premium/ Discount on issue	Nil
Issue Price	Rs. 10,00,000/- per Debenture (Rupees Ten Lacs per Debenture)
Discount at which the security is issued and the effective yield as a result of such discount	N.A.

Redemption Amount	At par Rs. 10,00,000/- per Debenture (Rupees Ten Lacs per Debenture)
Minimum Application / Minimum Bid Lot	1 Debenture and in multiples of 1 Debenture thereafter
Tenor	10 Years from the Deemed Date of Allotment
Put Option	None
Put Option Price	Not applicable
Put Option Date	Not applicable
Put Notification Time	Not applicable
Call Option	None
Call Option Price	Not applicable
Call Option Date	Not applicable
Call Notification Time	Not applicable
Redemption/ Maturity	Bullet Redemption at par at the end of 10 years from the Date of Allotment.
Redemption Date	December 22, 2031
Coupon Rate	6.99% p.a.
Coupon Payment Frequency	Annual
Coupon Payment Dates	Annually on December 22 nd each year till maturity of Debentures
Coupon Type	Fixed
Step Up/ Step Down Coupon Rate	None
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not Applicable
Day Count Basis	Actual/ Actual The Coupon for each of the coupon periods shall be computed as per Actual / Actual day count convention (as per the SEBI Operational Circular bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and dated 10 th August, 2021) on the face value/principal outstanding.
Interest on Application Money	Interest on application money, if applicable, will be same as the Coupon rate (subject to deduction of Tax at Source at the rate prevailing from time to time under the provisions of the Income

	Tax Act, 1961 or any other statutory modifications or re-enactment thereof) will be paid on application money to the applicants from the date of realisation but excluding the Date of Allotment. The same is not applicable for this issuance.
Listing (including name of stock exchange(s) where it will be listed and timeline for listing)	<p>The Bonds are proposed to be listed on the wholesale debt market (WDM) segment of NSE and BSE.</p> <p>The Issuer shall make listing application to BSE and NSE as per the SEBI Operational Circular dated 10th August, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and NSE within 4 (four) trading days from the Issue Closing Date.</p> <p>The Designated Stock Exchange for this Issue shall be BSE.</p>
Delay in Listing	In case of delay in listing of Bonds beyond 4 trading days from the Issue Closing Date, the Issuer shall pay penal interest of 1% p.a. over the Coupon Rate for the period of delay to the investor (i.e., from the date of allotment to the date of listing).
Delay in Allotment of Bonds	The allotment of Bonds shall be made within the timelines stipulated under SEBI Operational Circular bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 and dated 10 th August, 2021.
Trustee	IDBI Trusteeship Services Limited
Depository	National Securities Depository Limited and Central Depository Services (India) Limited
Settlement mode of the Instrument	Payment of Coupon and repayment of principal amount of the Bonds shall be made by way of RTGS/NEFT or any other electronic mode or in absence of electronic mode then by cheque(s)/ demand drafts / redemption warrant(s).
Business Day Convention	<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 Coupon/redemption of principal amount of Bonds does not fall on a Working Day, the payment of Coupon/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 Debentures. 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-Business Day.</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 Coupon accrued on the Debentures until but excluding the date of such payment.
Record Date	The 'Record Date' for the Debentures shall be 15 calendar days prior to each Coupon Payment Date and / or Repayment Date.
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustee to the Debenture Holders; 2. Debenture Trusteeship Agreement and Debenture Trust Deed; 3. Letter appointing Registrar to the Issue and MoU entered into between the Bank and the Registrar to the Issue. 4. Rating agreement with CRISIL; 5. Rating agreement with ICRA; 6. Tripartite agreement between the Issuer; Registrar and NSDL for issue of Debentures in dematerialized form; 7. Tripartite agreement between the Issuer, Registrar and CDSL for issue of Debentures in dematerialized form; 8. Application made to BSE & NSE for seeking its in-principle approval for listing; 9. Listing agreement with BSE & NSE; 10. This Placement Memorandum
Conditions precedent to subscription of Debentures	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ol style="list-style-type: none"> 1. Rating letters from CRISIL/ICRA not being more than one month old from the issue opening date; 2. Letter from the Trustee conveying its consent to act as Trustee for the Bondholder(s); 3. Letter from BSE/NSE conveying its in-principle approval for listing of Bonds.
Conditions subsequent to subscription of Bonds	<p>The Bank shall ensure that the following documents are executed/ activities are completed as per time frame mentioned in the Placement Memorandum</p> <ol style="list-style-type: none"> a) Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 (two) working days from the Deemed Date of Allotment;

	<p>b) Making application to BSE and NSE within 4 (Four) trading days from Issue Closing Date and receive listing approval from BSE and NSE within 4 (four) trading days from the Issue Closing Date.</p> <p>c) Besides, the Bank shall perform all activities, whether mandatory or otherwise, as mentioned in the Placement Memorandum.</p>
Default in Payment / Default Interest Rate	In case of default in payment of Coupon and/ or redemption of principal on the due dates for Bonds in accordance with this Placement Memorandum, additional interest of 2% p.a. over the Coupon Rate shall be payable by the Issuer for the defaulting period.
Creation of recovery expense fund	The Issuer shall create the Recovery Expense Fund in accordance with SEBI Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020.
Provisions related to Cross Default Clause (if applicable)	NA
Role and Responsibilities of Trustee	<p>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 Debentures and shall further conduct itself, and comply with the provisions of all applicable laws.</p> <p>The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trust Agreement, Placement Memorandum and all other related transaction documents, with due care, diligence and loyalty.</p>
Governing Law and Jurisdiction	The Debentures 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 at Mumbai, Maharashtra.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Other than as mentioned in this Placement Memorandum, Form SH-12 under Companies (Share Capital and Debenture) Rules, 2014 and Debenture Trust Deed, there are no additional covenants to the Issue.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As contained in Form SH-12 under Companies (Share Capital and Debenture) Rules, 2014 and more particularly described under the Debenture Trust Deed.
Additional Covenant	The Issuer shall complete all the formalities and seek listing permission within 4 days from the Deemed Date of Allotment.

Applicable RBI Guidelines	The present issue of Debentures is being made in pursuance of RBI circular no. RBI/2014-15/127 (DBOD.BP.BC.No.25 / 08.12.014/ 2014) dated July 15, 2014, RBI circular no. RBI/2014-15/320 (DBR.BP.BC.No.50 / 08.12.014 / 2014-15) dated November 27, 2014 and RBI circular no. RBI/ 2014-15/ 618 (DBR.BP.BC.No.98 / 08.12.014 / 2014-15) dated June 1, 2015 issued by the Reserve Bank of India on "Issue of Long Term Bonds by Banks – Financing of Infrastructure and Affordable Housing as amended/modified/supplemented from time to time
Issue Opening Date	December 20, 2021
Issue Closing Date *	December 20, 2021
Pay-in Dates *	December 22, 2021
Deemed Date of Allotment	December 22, 2021
Minimum Subscription	Not applicable
Mode of Issue	Private Placement in Demat form through BSE Electronic Bidding Platform.
Type of Bidding	Open Bidding
Manner of Allotment	Uniform Yield Allotment
Settlement Cycle for EBP	T+2
Date of earliest closing of the issue, if any	Not Applicable
Cumulative/ Non Cumulative	Non Cumulative
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>As detailed in Form SH-12 (under Companies (Share Capital and Debenture) Rules, 2014)</p> <p>The Issuer or the Debenture Trustee will call for meeting of Bondholders as per the terms of the Debenture Trust Deed (to be executed). The Debenture Trustee or the Issuer may, at any time, and the Trustee shall at the request in writing of the Bondholders representing not less than one- tenth of the aggregate nominal value of the Bonds for the time being outstanding or upon the happening of any event which constitutes a breach or any Event of Default or which in the opinion of the Trustee affects the interest of the Bondholders, convene a meeting of the Bondholders. Resolutions shall be passed at the meeting of the Bondholders by way of such consent threshold as specified in the Debenture Trust Deed (to be executed). 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. In terms of the SEBI circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020</p>

	<p>and subject to applicable law and regulatory guidelines, a meeting of the Bondholders may 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 Debenture Trustee will follow the process laid down vide SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020.</p> <p>Further, if the Debenture Trust Deed in relation to the Issue is not executed within SEBI prescribed timelines, without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1996 and all other applicable SEBI regulations, the Issuer shall also pay interest of 2% (two percent) per annum to the Bondholders, over and above the Coupon Rate, till the execution of the Debenture Trust Deed.</p>
Risk factors pertaining to the issue	Please refer page no. 48 of the document for detailed section in relation to 'Risk Factors'.

For Axis Bank Limited

Rajesh Dahiya
Executive Director (Corporate Centre)