



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

[Set up under an Act of Parliament – National Bank for Agriculture and Rural Development Act, 1981]

Registered Office and Corporate Office:

National Bank for Agriculture and Rural Development,

Plot No. C-24, 'G' Block,

Bandra Kurla Complex, Bandra (East),

Mumbai – 400 051.

Contact No. (022) 26539260 / 9468 / 9844

Fax: (022) 26530099 / 0137

Website: www.nabard.org

Email: fd@nabard.org

PRIVATE PLACEMENT OF REDEEMABLE NON-CONVERTIBLE UNSECURED SECURITIES IN THE NATURE OF BONDS OF FACE VALUE OF ₹10 LACS EACH. 15 YEAR BONDS FOR TOTAL ISSUE SIZE OF ₹ 1075.60 CRORE.

ISSUE OPENING DATE: 29 January 2019

CLOSING DATE: 29 January 2019

Pay in Date: 30 January 2019

Allotment Date: 30 January 2019

Maturity Date: 30 January 2034

Bidding Parameters

Bidding Type: Closed Book Bidding

Allotment Type: Single Price/ Single Coupon / Yield Allotment

Bidding for Annual Coupon

DISCLOSURES AS PER SCHEDULE I OF REVISED GUIDELINES FOR ISSUE AND LISTING OF DEBT SECURITIES

A. ISSUER INFORMATION

1. Name and address of the Registered Office of the Issuer

National Bank for Agriculture and Rural Development,
Plot No. C-24, 'G' Block,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400 051.

Tel: (022) 26539260 / 9844/9468

Fax: (022) 26530099 / 26530137

Website: www.nabard.org

Email: fd@nabard.org

2. Compliance Officer

T S Shivsankaran

Second Floor , 'E' Wing

Plot No. C-24, G-Block,

Bandra Kurla Complex, Bandra (East),

Mumbai - 400 051.

Tel: (022) 26539511

Fax: (022) 26530099

E-mail: compliance.officer@nabard.org

The Investor may contact the compliance officer in case of any pre-issue / post-issue related problems such as non-receipt of Bond credits / refund orders.

3. Arrangers of the issue

As per termsheet

4. Trustee of the issue-

Axis Trustee Services Ltd.

Axis House, Second Floor,

Wadia International Centre,

Pandurang Budhkar Marg

Worli, Mumbai 400025 Tel.

No: 022-24255215/16

5. Registrar and Transfer Agents

Datamatics Financial Services Ltd.

Plot No.A-16 & 17, Part B Cross Lane, MIDC

Andheri (East), Mumbai 400 093.

Tel. No: (022) 66712200

Fax. No: (022) 66712209

6. Credit Rating Agency of the issue : CRISIL and INDIA Ratings

7. Auditors of the issuer

M/s Vyas and Vyas
8, Kalpru Building,
Dr. S.S Rao Road,
Parel,
Mumbai- 400012 .

B. BRIEF SUMMARY OF BUSINESS ACTIVITIES OF NABARD

I. Overview

Agriculture sector is getting transformed in the new economic order emerging out of globalization. To withstand the global competition, enhanced productivity and sustainability of the sector has become imperative. The increasing interdependence between agriculture and industry has led to the emergence of agro-processing enterprises for value additions for greater profitability. The support and role of institutional credit in this dynamic environment would, therefore, be of paramount importance.

Rural credit has always played a catalytic role in enhancing productivity and sustainability of agriculture. Various measures initiated by the Government of India / Reserve Bank of India and National Bank for Agriculture and Rural Development (NABARD) like, setting targets for agricultural lending, providing refinance to banks on reasonable terms, deregulating interest rates, etc., have helped in increasing the flow of credit to the agriculture and rural sector. Over the years, the credit needs of agriculture are on the rise on account of increasing diversification and commercialization of agriculture, rising costs of inputs and extension services, risk mitigating costs, increasing cropping intensity, etc. Demand for marketing credit has also been increasing with increase in the marketable surplus. Further, post-harvest handling, processing, storage and value additions are becoming capital intensive, requiring additional investment through credit support.

NABARD looks forward to redesign its strategies for satisfactory accomplishment of future tasks. This largely depends on factors like mobilization of resources, expanding prospective avenues of business, acquiring necessary skills, quality lending, etc. To address legal, structural and governance issues, various reform measures are being undertaken to strengthen the Rural Financial Institutions (RFIs) – Cooperative Banks and RRBs in particular. Against the background of the estimated rural credit flow of ₹40 lakh crore during the 12th Five Year Plan period and the adoption of improved technologies, a greater infusion of financial resources would be necessary. RFIs would need greater financial and technical support for investing in irrigation structures, land development, farm mechanization, animal husbandry, plantation and horticulture, bio-technology, cold storages, value adding enterprises and marketing to improve the productivity and profitability in agriculture.

a. Operations of NABARD

NABARD is an apex institution, accredited with all matters concerning policy, planning and operations in the field of credit for agriculture and other economic activities in rural areas in

India. NABARD's refinance is available to State Co-operative Agriculture and Rural Development Banks (SCARDBs), State Co-operative Banks (STCBs), Regional Rural Banks (RRBs), Commercial Banks (CBs) and other financial institutions approved by RBI. While the ultimate beneficiaries of investment credit can be individuals, partnership concerns, companies, State-owned corporations or co-operative societies, production credit is generally given to individuals.

b. Types of Refinance Facilities:-

Agency	Credit Facilities
Commercial Banks	• Long-term credit for investment purposes • Financing the working capital requirements of Weavers' Co-operative Societies (WCS) & State Handloom Development Corporations • Financing of Crop Loan requirement of PACS (in such areas where crops are weak/non-existent)
Short-term Co-operative Structure (State Co-operative Banks, District Central Co-operative Banks, Primary Agricultural Credit Societies)	• Short-term (crop and other loans) • Medium-term (conversion) loans • Term loans for investment purposes • Financing WCS for production and marketing purposes • Financing State Handloom Development Corporations for working capital by State Co-operative Banks • Direct Lending to Cooperative Banks as allowed to them in terms of implementation of Revival Package as per the Vaidyanathan Committee recommendations. NABARD has • designed a Short Term Multipurpose Credit Product for financing directly to CCBs. • NABARD has recently completed the programme to help Cooperatives to migrate to the Core Banking Solutions (CBS) platform. • The major objectives of the programme are: • Enable banks to offer a wider, more flexible product portfolio • Improve profitability

	• Compliance with all regulatory requirements in operations and reporting • All Government funds to be remitted through e-payment mode • Facilitate financial inclusion
Long-term Co-operative Structure (State Co-operative Agriculture and Rural Development Banks)	Term loans for investment purposes
Regional Rural Banks (RRBs)	• Short-term (crop and other loans) • Term loans for investment purposes • Financing of Crop Loan requirement of PACS (in such areas where crops are weak / non existent)
State Governments	Long-term loans for equity participation in co-operatives Rural Infrastructure Development Fund (RIDF) loans for infrastructure projects including warehousing
Non-Governmental (NGOs)- Informal System	Revolving Fund Assistance for various micro-credit delivery innovations and promotional projects under 'Micro Finance Equity and Development Fund'
State Governments and other State owned organizations / Corporations	NABARD Infrastructure Development Assistance (NIDA) to assist both for on-budget as well as off-budget funding on flexible terms, outside RIDF, for creation of rural infrastructure.
Producers' Organizations (POs)	Support to Producers' Organizations through credit and credit-plus activities. The fund also supports PACS to provide services to farmers through multi service centers. A subsidiary viz NABKISAN Finance Limited has been established to support Producers Organizations for term loan and working capital requirements on a pan India basis
Non-Banking Finance Companies	Term loans for investment purposes

b.1 Production Credit

NABARD provides short-term refinance for various types of production/marketing/ procurement activities. Some of the major activities are:

b.1.1. Seasonal Agricultural Operations (SAO) - Covers such activities as are undertaken in the process of raising various crops and are seasonally recurring in nature. The activities include among others, ploughing and preparing land for sowing, weeding, and transplantation where necessary, acquiring and applying inputs such as seeds, fertilizers etc. and labour for all operations in the fields for raising and harvesting the crops.

b.1.2. Financing of Other than Seasonal Agricultural Operations (OSAO) of RRBs

NABARD provides refinance to RRBs for financing production and marketing activities of artisans

(including handloom weavers) and village/cottage/tiny sector industries as also for financing persons belonging to weaker sections and engaged in trade/business/service.

b.1.3. Financing of Weavers

NABARD provides refinance facilities to StCBs/DCCBs for financing the production/procurement/marketing requirements of Primary Weavers' Cooperative Societies (PWCS) and Apex/Regional Weavers' societies. While a major chunk of refinance at present flows to weavers in the cooperative fold, NABARD also provides refinance to Commercial Banks and State Cooperative banks for financing State Handloom Development Corporations (SHDCs) to benefit the weavers outside the Cooperative fold

b.1.4. Refinance for Marketing of Crops

In order to enable the farmers to hold on the farm produce with a view to having opportunity to get remunerative price, short term refinance from NABARD is available to State Cooperative Banks on behalf of DCCBs.

Advances are also permitted against pledge of agricultural produce or outright purchase of agricultural produce of cultivators by processing/marketing societies. Under this facility, 100% refinance is available against loans extended to societies/cultivators by DCCBs.

b.1.5. Refinance for procurement, stocking and distribution of Chemical fertilisers

NABARD provides refinance to State Cooperative banks for (i) procurement, stocking and wholesale distribution by Apex societies and (ii) retail distribution of fertilizer to farmers.

b.2 Conversion Assistance in case of natural calamity

NABARD provides Medium Term credit limits to StCBs (on behalf of DCCBs) and RRBs for conversion of ST (SAO) loans due to crop damage by natural calamity. NABARD shares base level conversion with Cooperatives (III tier structure) / (II Tier structure) and RRBs.

b.3 Long term loans to State Governments

NABARD provides long term loans to state governments for contribution to the share capital of cooperative credit institutions such as STCBs / DCCBs / SCARDBs / PCARDBs / PACS/FSS / LAMPS subject to certain conditions. The objective is to strengthen share capital base of cooperative credit institutions and thereby increase their maximum borrowing power to enable them to undertake larger lending programmes.

b.4 Medium-term (Non-Schematic) to STCBs and RRBs

NsABARD provides Medium Term (Non-Schematic) credit limits to STCBs (on behalf of DCCBs) and RRBs for financing approved agricultural investment purposes

b.5 Financing of State Handicrafts Development Corporations (SHnDCs)

NABARD provides refinance facilities to STCBs/Scheduled Commercial Banks for financing the working capital requirements of SHnDCs.

b.6 Financing of Industrial Cooperative Societies (other than Weavers), labour contract & Forest Labour Cooperative Societies and rural artisan members of PACS/FSS/LAMPS

b.7. Direct Lending

b.7.i Direct financial assistance to State Governments and state-owned organizations (e.g. Corporations) to fund rural infrastructure creation under NABARD Infrastructure Development Assistance (NIDA) programme.

b.7.ii Financial assistance to registered NBFC-Infrastructure Finance Companies (both public & private) and public financial institutions for rural infrastructure projects under NABARD Infrastructure Development Assistance (NIDA) programme.

b.7.iii Direct refinance assistance to cooperative banks for short term multi-purpose credit.

b.7.iv Short Term Credit facilities to Marketing Federations/Corporations/Cooperatives to promote marketing of agriculture produce and other agriculture activities.

b.7.v Implementation of Indo-German bi-laterally assisted Umbrella Project for Natural Resources Management (UPNRM).

b.8 To provide financial inclusion to the excluded population at the national level as per the framework described by the Report of the Committee on Financial Inclusion in general and operationalising the Financial Inclusion Fund (FIF) and Financial Inclusion Technology Fund (FITF), in particular.

b.9 In one of the biggest initiatives towards institution building, NABARD has facilitated the process of bringing the Co-operative Sector onto Core Banking Solution (CBS) platform. A total of 201 State and Central Co-operative Banks with 6953 branches from 16 states & 03 UT s of the country have joined “NABARD initiated Project on CBS in Co-operatives”.

b.10 Guide and monitor all financial, developmental and policy related aspects of the subsidiaries of NABARD, institutions with equity investment from NABARD and companies/organisations requiring support from the VCF of NABARD.

b.11 Developmental role – NABARD

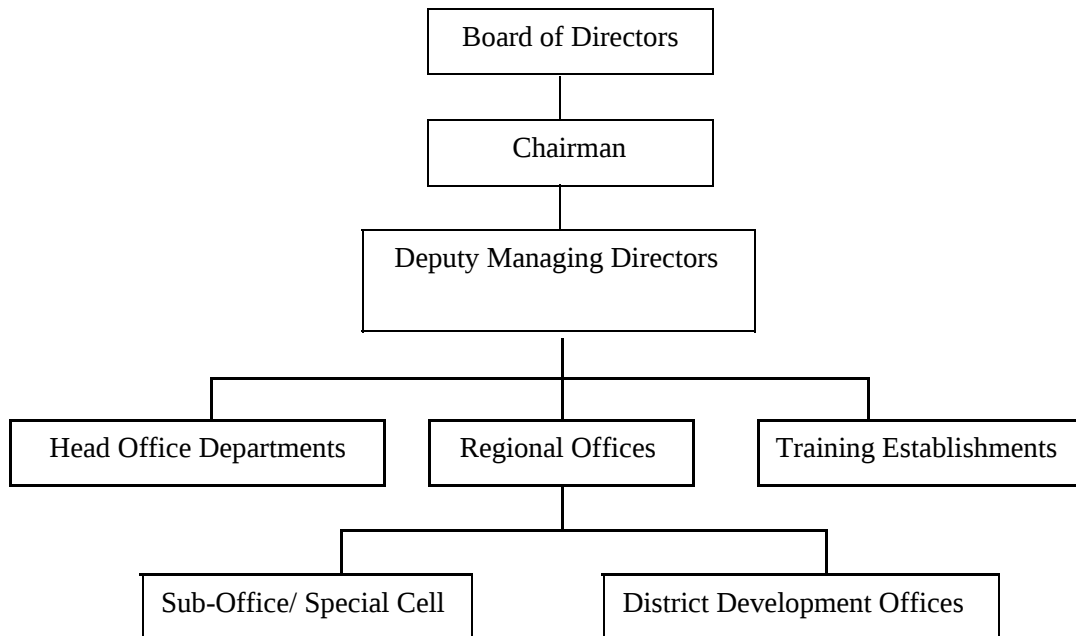
- (i) serves as an apex financing agency for the institutions providing investment and production credit for promoting the various developmental activities in rural areas;
- (ii) takes measures towards institution building for improving absorptive capacity of the credit delivery system, including monitoring, formulation of rehabilitation schemes, restructuring of credit institutions, training of personnel, etc. Digitization of SHG records is one such initiative launched recently by NABARD in 24 districts (being extended to additional 22 districts) of the country in 2016-17 .
- (iii) co-ordinates the rural financing activities of all institutions engaged in developmental work at the field level and maintains liaison with Government of India, State Governments, Reserve Bank of India (RBI) and other national level institutions concerned with policy formulation; and
- (iv) Undertakes monitoring and evaluation of projects refinanced by it.
- (v) On-site inspection of cooperative banks and Regional Rural Banks (RRBs) and off-site surveillance over health of cooperative banks and RRBs

b.12 Supervisory role

NABARD has been entrusted with the statutory responsibility of conducting inspections of State Cooperative Banks (StCBs), District Central Cooperative Banks (DCCBs) and Regional Rural Banks (RRBs) under the provisions of Section 35(6) of the Banking Regulation Act (BR Act), 1949. In addition, NABARD has also been conducting periodic inspections of state level cooperative institutions such as State Cooperative Agriculture and Rural Development Banks (SCARDBs), Apex Weavers Societies, Marketing Federations, etc. on a voluntary basis.

NABARD operates throughout the country through its 31 Regional Offices, a cell at Srinagar and Training establishments at Lucknow, Bolpur and Mangalore. It also has 422 District Offices across the country.

II. Organization Structure of NABARD



III. Financial Parameters for the last three audited financial years

Link for Annual Report of NABARD is provided below:

<https://www.nabard.org/financialreport.aspx?cid=505&id=24>

(Amount in ₹ crore)			
Parameters	FY 2015-16	FY 2016-17	FY 2017-18
Net worth	27426.00	31470.97	38311.19
Total Debt (Outstanding)	249494.19	279879.45	333023.64
Of which –long term borrowings	229658.47	244952.37	289285.80
Short term borrowings	19835.67	34229.00	43737.84
Net Fixed Assets	352.53	390.76	471.19
Non-Current Assets	275985.84	326023.81	383095.99
Cash and Cash equivalents	18547.87	12961.09	18684.68
Current Investments	13825.80	9276.32	8629.74
Current Assets	4525.13	3503.00	4389.75
Current Liabilities	11372.77	12345.31	13742.19
Assets Under Management			
Off-Balance Sheets Assets			
Interest Income	20523.85	22089.40	24209.04
Interest Expense	15438.61	16256.56	17847.06
Provisioning & Write-offs	1261.05	2052.52	2238.30
PAT	2523.80	2645.50	2961.94
Gross NPA (%)	0.0717	0.0528	0.0505
Net NPA (%)	0.0088	0.0000	0.0000
Tier I Capital Adequacy Ratio (%)	16.38	16.57	17.65
- CORE			
Tier II Capital Adequacy Ratio –	1.21	1.14	1.20
Supplementary (%)			
TOTAL - CRAR	17.59	17.71	18.85

C. A brief history of NABARD since its incorporation giving details of its following activities:

(i) Details of Share Capital as on 31st March 2018:

Share Capital	Amount in ₹ crore
Authorized Share Capital	30000
Issued, Subscribed and Paid-up Share Capital	10580

(ii) Change in its capital structure as on 31st March 2018 for last five years

(Amount in ₹ crore)

Date of Change	Amount	Particulars
31 st March 2009	2000	The Department of Financial Services, Ministry of Finance,
31 st March 2010	2000	
16 th September 2010	2000	

		Govt. of India via notification no. F.No.11/16 /2005-BOA transferred the share of RBI to Central Government keeping only 1% for RBI and rest 99% with Central Government
31 st March 2011	2000	
30 th March 2012	3000	GoI notification No F.No.20/16/2010-AC dated 30 th March 2012
3 rd August 2012	3500	GoI notification No F.No.20/16/2010-AC dated 25 June 2012
20 th March 2013	4000	GoI notification No F.No.20/16/2010-AC dated 12 March 2013
01 st October 2013	4700	GoI notification No F.No.20/16/2010-AC dated 19 September 2013
24 th May 2014	4800	GoI notification No F.No.20/16/2010-AC dated 12 th May 2014
12 th September 2014	5000	GoI notification No F.No.20/16/2010-AC dated 14 th August 2014
30 th March 2016	5300	GoI notification No F.No.07/04/2015-AC dated 29 th March 2016
30 th June 2016	5800	GoI notification No F.No.07/04/2015-AC dated 29 th March 2016
31 st March 2017	6700	GoI notification No F.No. 07/04/2015-AC dated 31 st March 2017
29 May 2017	7200	GoI notification No. F.No.7/4/2015-AC dated 29 th May 2017
27 Sep 2017	8400	GoI notification No. F.No.7/4/2015-AC dated 20 th September 2017
29 Dec 2017	9600	GoI notification No. F.No.7/4/2015-AC dated 28 th December 2017
07 Mar 2018	10200	GoI notification No. F.No.7/4/2015-AC dated 15 th February 2018
23 rd Mar 2018	10580	GoI notification No. F.No.7/4/2015-AC dated 14 th March 2018

(iii) Equity Share Capital History of NABARD as on 31st March 2018 since Inception

Government of India and Reserve Bank of India contributed to the equity of NABARD. The details of Capital history are as under:

(Amount in ₹ crore)

Year	Authorised Capital	Paid-up Capital	Share of RBI. (%)	Share of GoI. (%)	Remarks
1982-83 To 1992-93	500	100	50	50	
1993-94	500	120	50	50	
1994-95	500	330	50	50	
1995-96	500	500	50	50	
1996-97	500	1000 *	65	35	Additional Rs 500 crore was brought in (RBI-Rs 400 crore GoI- Rs 100 crore)
1997-98	500	1500 *	70	30	Additional Rs 500 crore was brought in (RBI-Rs 400 crore GoI- Rs 100 crore)
1998-99	500	2000 *	72.5	27.5	Additional Rs 500 crore was brought in (RBI-Rs 400 crore GoI- Rs 100 crore)
1999-2000	500	2,000 *	72.5	27.5	
2000-2001	500	2,000 *	72.5	27.5	
2001-2002	5,000	2,000	72.5	27.5	Act amended.
2002-2003	5,000	2,000	72.5	27.5	
2009-2010	5,000	2000	72.50	27.50	
2010-2011	5,000	2000	1.00	99.00	Vide GoI notification No F.No.11/16/2005-BOA dated 16 September 2010 71.5% of the capital of NABARD held by RBI amounting to `1430 crore stands transferred and vested in Central Govt. on payment of equivalent amount to RBI.
2011-2012	5,000	3000	0.67	99.33	Vide GoI notification No. F.No.20/16/2010-AC dated 30th March 2012 an amount of ` 1000 crore is contributed by GoI in the share capital of NABARD.
2012-13	5,000	3500	0.57	99.43	Vide GoI notification No. F.No.20/16/2010-AC dated 25 June 2012 an amount of ` 500 crore is contributed by GoI in the share capital of NABARD
2012-13	5,000	4000	0.50	99.50	Vide GoI notification No. F.No.20/16/2010-AC dated 12 March 2013
2013-14	5,000	4700	0.43	99.57	Vide GoI notification No. F.No.20/16/2010-AC dated 19 September 2013
2014-15	5,000	4800	0.42	99.58	Vide GoI notification No. F.No.20/16/2010-AC dated 12th May 2014

2014-15	5,000	5000	0.40	99.60	Vide GoI notification No. F.No.20/16/2010-AC dated 14th August 2014
29 March 2016	5,000	5300*	0.38	99.62	Vide GoI notification No. F.No.7/4/2015-AC dated 29 th March 2016
30 th June 2016	5,000	5800*	0.34	99.66	Vide GoI notification No. F.No.7/4/2015-AC dated 27 th June 2016
31 March 2017	5000	6700*	0.30	99.70	Vide GoI notification No. F.No.7/4/2015-AC dated 31th March 2017
29 May 2017	5000	7200*	0.28	99.72	Vide GoI notification No. F.No.7/4/2015-AC dated 29 th May 2017
27 Sep 2017	5,000	8400*	0.24	99.76	Vide GoI notification No. F.No.7/4/2015-AC dated 20 th September 2017
29 Dec 2017	5000	9600	0.21	99.79	Vide GoI notification No. F.No.7/4/2015-AC dated 28 th December 2017
07 Mar 2018	5000	10200	0.20	99.80	Vide GoI notification No. F.No.7/4/2015-AC dated 15 th February 2018
23 rd Mar 2018	5000	10580	0.19	99.81	Vide GoI notification No. F.No.7/4/2015-AC dated 14 th March 2018

iv. Details of acquisition or amalgamation in the last one year

None

v. Details of any reorganization or reconstruction in the last one year

None

D. Details of the shareholding of NABARD as on the last quarter endShareholding pattern of NABARD as on 31st March 2018 is as follows:

S. No.	Name of the Capital holders	Capital Held	% Stake
1.	Govt. of India	₹ 10580 crore	100.00
2.	Reserve Bank of India	₹ 0	0.00
	Total	₹ 10580 crore	100.00

E. Details of the directors of NABARD**(i) Details of the current directors of NABARD - as on 31st March 2018**

Sr. No.	Name of Director	Designation	Date of Birth	Address	Director Since	Details of Other Directorship
1	Dr. Harsh Kumar Bhanwala	Chairman	27.11.1961	National Bank for Agriculture & Rural Development, Head office, Bandra Kurla Complex, Mumbai – 400 051	18.12.2013	- Chairman, NABARD Consultancy services Ltd.(NABCONS) - Chairman, Bankers Institute of Rural Development(BIRD) - Director, Deposit Insurance & Credit Guarantee Corporation (DICGC) - Director, National Institute of Bank Management (NIBM) - Director, Indian Institute of Banking & Finance (IIB&F) - Member of the Board of Management, National Cooperative Development Corporation(NCDC)
2	Shri. R. Gandhi	Director	04.04.1956		20.07.2016	- Deputy Governor, Reserve Bank of India - Bharatiya Reserve Bank Note Mudran (P) Ltd. - Institute for Development and Research in Banking Technology - Indian Institute of Bank Management, Guwahati - Reserve Bank Information Technology Pvt. Ltd
3	Dr. Satyanarayana Dash	Director	14.03.1950	HIG 206, Kanan Vihar Phase I, Patia, Bhubaneswar – 751 031, Odisha	28.01.2016	NIL
4	Dr. Nachiket Mor	Director	26.02.1964	B/101, Gulmohur, Ceasar Road, Amboli,	17.09.2014	- Director CRISIL Limited - Director, RBI Board

				Andheri(W), Mumbai-400 058		- Director, Micro Units Development and Refinance Agency Limited - Oxford University - Bill & Melinda Gates Foundation
5	Dr Ashok Gulati	Director			09.03.2017	Director, RBI Board
6	Dr. Anup Kumar Dash	Director	02.03.1955	GA-33, Defence Colony, Niladri Vihar, Bhubaneshwar, Odisha - 751021	25.04.2016	Chairman, Jan Shikshan Sansthan, Cuttack (NGO)
7	Shri Suchindra Misra	Director	22.10.1968	Joint Secretary Department of Financial Services, Ministry of Finance, Government of India, New Delhi – 110 001	14.06.2016	Director, CANARA Bank Part time Board Member, PFRDA
8	Shri S K Pattanayak	Director	23.09.1958	Secretary, Ministry of Agriculture & Farmers' Welfare Department of Agriculture, cooperation & Farmers' Welfare, Government of India, New Delhi – 110 001	12.02.2016	NIL
9	Shri Amarjeet Sinha	Director		Secretary Ministry of Rural Development, Government of India New Delhi-110001	28.07.2016	NIL
10	Shri Suresh Chandra Gupta	Director	21.08.1962	Additional Chief Secretary, Agriculture Production commissioner, Food Security and Agriculture Department	27.07.2016	
11	Shri C. Parthasarathi		15.04.1960	Agriculture Production commissioner & Secretary to Government	27.07.2016	- Telangana State Seed Development Corporation Ltd. - Cooperative Oil Seeds Grower's Federation Ltd., Telangana State - Telangana State Cooperative Supply & Marketing Federation Ltd. - Telangana State Agro-Industries Development Corporation - Telangana State Ware House Corporation - Telangana State Seed & Organic Certificate Authority

						- The Hyderabad Agricultural Cooperative Association - State Agriculture Management & Extension Training Institute - Telangana State Horticulture Development Corporation Ltd
12	Shri P C Meena	Director	02.06.1960	Additional Chief Secretary & Agriculture Production Commissioner, Government of Madhya Pradesh, Vallabh Bhavan Bhopal	22.06.2016	NIL
13	Smt Pooja Singhal	Director	01.01.1972	Secretary, Agriculture, Animal Husbandry & Cooperative Department, Government of Jharkhand, Ranchi, Jharkhand	22.06.2016	NIL
14	Shri Harishkumar Rasiklal Dave	Director	16.04.1959	Deputy Managing Director, National Bank for Agriculture and Rural Development, Head Office, Mumbai-400 051	14.08.2014	- Chairman of Board, Agri Business Finance Ltd. - Director, NABARD consultancy Services Ltd.
15	Shri R Amalorpavanathan	Director	01.06.1959	Deputy Managing Director, National Bank for Agriculture and Rural Development, Head Office, Mumbai-400 051	19.08.2014	Chairman of Board, NABKISAN Finance Ltd.

(ii) Details of change in Directors since last three years

Sr.No	Name	Date of Appointment	Director till	Remarks
1	Shri Dipankar Gupta	26.02.2015	20.09.2015	Ceased to be a Director
2	Shri Ashish Bahuguna	31.05.2012	28.12.2014	Retired

3	Shri L C Goyal	01.10.2013	04.02.2015	Ceased to be a Director
4	Dr. Sudhir Kumar Goel	27.07.2013	30.06.2015	Ceased to be a Director
5	Shri Bharat Lal Meena	27.07.2013	24.01.2015	Ceased to be a Director
6	Shri P. Kharkongor	09.04.2013	30.11.2015	Retired
7	Smt. Snehlata Shrivastava	06.06.2014	26.04.2016	Ceased to be a Director
8	Smt. Upma Chawdhry	24.09.2014	09.04.2016	Ceased to be a Director
9	Shri Siraj Hussain	01.03.2015	31.01.2016	Ceased to be a Director
10	Shri Jugal Kishore Mohapatra	26.02.2015	29.02.2016	Superannuation
11	Shri Dinesh Kumar Jain	01.07.2015	27.04.2016	Ceased to be a Director
12	Shri M. Srinivas Rao	09.12.2015	09.04.2016	Ceased to be a Director
13	Shri S. M. Vijayanand	01.03.2016	05.04.2016	Ceased to be a Director
14	Smt. G. Latha Krishna Rao	13.03.2015	26.07.2016	Ceased to be a Director
15	Shri Harun R. Khan	19.08.2011	03.07.2016	Ceased to be a Director
16	Shri Jitendra Shankar Mathur	05.04.2016	27.07.2016	Ceased to be a Director
17	Shri Bhagwan Sahai	27.04.2016	26.07.2016	Ceased to be a Director
18	Shri R. Gandhi	20.07.2016	31.03.2017	Ceased to be a Director
19	Dr. Nachiket Mor	17.09.2014	15.05.2017	Ceased to be a Director
20	Dr. N. M. Kulkarni	22.06.2016	26.03.2017	Ceased to be a Director

F. Details regarding the auditors of NABARD

i. Details of the auditor of NABARD

Name	Address	Auditor since
M/s Vyas & Vyas	HO – 8, Kalpataru Building, Dr. S S Rao Road, Parel, Mumbai – 400 012.	From financial Year 2016-17 for a period of 3 years

ii. Details of change in auditor since last three years

Name	Address	Date of Appointment / Resignation	Auditor since (in case of resignation)	Remarks
M/s P. Parikh & Associates	501, Sujata , Off Narsi Natha	23rd January 2012	--	Appointment letter NO. F. No.1/14/2 004 BOA

		Street, Mumbai -400 009			23rd January 2012
M/s Kapadia & Co.	G.M.	36 B, Tamarind House, Tamarind Lane, Fort, Mumbai- 400 001	23rd May 2013	--	Appointment letter NO. F. No. 1/14/2044-BOA dated 23rd May 2013

G. Details of borrowings of NABARD as on 31st March 2018**i. Details of Secured Loan Facilities:**

None

ii. Details of Unsecured Loan Facilities:

None

iii. Details of NCDs:List of bonds outstanding as on 31st March 2018 is as under:**a. NON-PRIORITY SECTOR BONDS***

Sr. No	Description	Date of Flotation	Date of Maturity	Date of Put/Call	Tenor (Years)	Int. Payments	Amt. Rs. Crore
1	8.18% NPSB 2020 – XV C	10.02.2015	10.02.2020	No	5	Annual on DOA	1900
2	8.22% NPSB 2020 – XV D	18.02.2015	18.02.2020	20.02.2018	5	Annual on DOA	1000
3	8.19% NPSB 2018 – XV E	27.02.2015	08.06.2018	No	3 Years & 109 days	Year on DOA & on maturity	615
4	8.15% NCB 2020 – XV F	04.03.2015	13.03.2020	04.05.2018	3	Annual on DOA	700
5	8.20% NCB 2020 – XV G	13.03.2015	13.03.2020	No	5	Annual on DOA	285
6	8.25% NCB 2018 – XV H	20.03.2015	24.05.2018	No	3 Years & 65 days	Compounding annually	1350
7	8.29% NCB 2018 - 16A	10.06.2015	11.06.2018	09.09.2016	3	Annual on DOA	2000
8	8.30% NCB 2018 – 16 B	12.06.2015	12.06.2018	NO	3	Annual on DOA	600
9	8.37% NCB 2020 – 16 C	22.06.2015	22.06.2020	No	5	Annual on DOA	2000
10	7.90% NCB 2018 – 16 F	27.11.2015	27.11.2018	NO	3	Annual on DOA	630
11	7.86% NCB 2018 – 16 G	07.12.2015	07.12.2018	No	3	Annual on DOA	200
12	7.99% NCB 2019 – 16 I	08.01.2016	20.03.2019	No	3 Year 71 days	Annual on DOA	525
13	7.98% NCB 2019 – 16 J	13.01.2016	13.03.2019	No	3 Year 2 months	Annual on DOA	2000
14	7.95% NCB 2019 – 16 K	19.01.2016	21.01.2019	20.01.2017	3	Annual on DOA	2000
15	7.85% NCB 2019 – 17 D	31.05.2016	31.05.2019	No	3	Annual on DOA	1800
16	7.29% NCB 2019 – 17 G	20.09.2016	20.09.2019		3	Annual on DOA	500
17	6.80% NCB 2020 -17 I	3.03.2017	3.03.2020	5.03.2018	3	Annual on DOA	350
18	7.18% NCB 2020-17 L	22.03.2017	23.03.2020	21.09.2018	3	Annual on DOA	1000
19	7.18% NCB 2020- 17 M	23.03.2017	23.03.2020	24.09.2018	3	Annual on DOA	2000
20	7.38% NCB 2031 – 1A	20.10.2016	20.10.2031	No	15	Annual on DOA	1000
21	Gol serviced 7.20% NCB 2031- A1	21.10.2016	21.10.2031	No	15	Semi Annual	500
22	7.48% NCB 2031 -1B	22.12.2016	22.12.2031	No	15	Annual on DOA	3200
23	Gol Serviced 7.30% NCB 2031- A2	26.12.2016	26.12.2031	No	15	Semi Annual	500
24	Gol Serviced NCB 7.16% 2032- A3	12.01.2017	12.01.2032	No	15	Semi Annual	150
25	7.34% NCB 2032-1 C	13.01.2017	13.01.2032	No	15	Annual on DOA	321
26	8.04% NCB 2032-1 D	15.03.2017	15.03.2032	No	15	Annual on DOA	930
27	Gol Serviced NCB 7.71% 2032- A4	17.03.2017	17.03.2032	No	15	Annual on DOA	443
28	Gol Serviced NCB 7.54% 2032- A5	29.03.2017	29.03.2032	No	15	Annual on DOA	594
29	7.69% NCB 2032 –IE	31.03.2017	31.03.2032	No	15	Annual on DOA	1448

30	7.14% NCB 2020 Series 18 A	27-Apr-17	27-Apr-20	01.08.18		Annual on DOA	2000
31	7.14% NCB 2020 Series 18B	28-Apr-17	28-Apr-20	01.08.18	3	Annual on DOA	500
32	7.07% NCB 2020 Series 18C	25-May-17	25-May-20	31.07.18	3	Annual on DOA	1600
33	7.07% NCB 2020 Series 18D	31-May-17	31-May-20	31.07.18	3	Annual on DOA	2000
34	7.04% NCB 2020 Series 18E	6-Jun-17	6-Jun-20	31.01.19	3	Annual on DOA	2000
35	6.85% NCB 2020 Series 18 F	29-Jun-17	29-Jun-20	18 Jul 18	3	Annual on DOA	500
36	6.98% NCB 2020 Series 18G	12-Jul-17	30-Sep-20		3	Annual on DOA	2000
37	6.98% NCB 2020 Series 18G –R1	24-Aug-17	30-Sep-20		3	Annual on DOA	1000
38	6.98% NCB 2020 Series 18G-R2	7-Sep-17	30-Sep-20		3	Annual on DOA	1500
39	Gol Serviced 7.27% LTIF B1	14-Sep-17	14-Sep-32		15	Semi Annual	610
40	7.48% LTIF 2A	18-Sep-17	17-Sep-32		15	Annual on DOA	2334
41	6.98% NCB 2020 Series 18G-R3	26-Sep-17	30-Sep-20		3	Annual on DOA	1000
42	6.98% NCB 2020 Series 18G-R4	28-Sep-17	30-Sep-20		3	Annual on DOA	1500
43	Gol Serviced 7.60% LTIF B2	23-Nov-17	23-Nov-32		15	Semi Annual	735
44	7.80% LTIF 2B	27-Nov-17	26-Nov-32		15	Annual on DOA	1635
45	7.40% NCB 2021 Series 18H	14-Dec-17	1-Feb-21		3	Annual on DOA	1000
46	Gol Serviced 7.75% LTIF B3	15-Jan-18	14-Jan-33		15	Semi Annual	240
47	7.94%LTIF 2C	17-Jan-18	17-Jan-33		15	Annual on DOA	495
48	Gol Serviced 7.99%LTIF B4	2-Feb-18	2-Feb-33		15	Semi Annual	135
49	8.19%LTIF 2D	6-Feb-18	4-Feb-33		15	Annual on DOA	864
50	Gol Serviced 8.22%PMAY PA1	27-Feb-18	25-Feb-28		10	Semi Annual	2180
51	Gol Serviced 8.28%LTIF B5	1-Mar-18	1-Mar-33		15	Semi Annual	310
52	8.52%LTIF 2E	6-Mar-18	4-Mar-33		15	Annual on DOA	946
53	Gol Serviced 8.20% PMAY PA2	9-Mar-18	9-Mar-28		10	Semi Annual	2227
54	Gol Serviced 8.20% PMAY PA3	16-Mar-18	16-Mar-28		10	Semi Annual	2923
55	Gol Serviced 8.12%LTIF B6	23-Mar-18	23-Mar-33		15	Semi Annual	1075
56	8.25%LTIF 2F	27-Mar-18	25-Mar-33		15	Annual on DOA	1982
Total							70832

* - The above bonds are Unsecured and are Rated as “AAA/ Stable”

b. Bhavishya Nirman Bond – Position as on 31st March 2018

Sr.No.	ISIN	Date of floatation	Date of Maturity	Put/Call Date	Tenure (years)	Interest Payment	Principal (in Rs.)
1	INE261F09EW8	01.01.2009	01.01.2019	NA	10	NA	633862000
2	INE261F09EW8	01.01.2009	01.01.2019	NA	10	NA	16063120450
3	INE261F09EX6	02.01.2009	02.01.2019	NA	10	NA	1918525000
4	INE261F09EX6	02.01.2009	02.01.2019	NA	10	NA	1352664500
5	INE261F09EY4	03.01.2009	03.01.2019	NA	10	NA	1521030000

6	INE261F09EZ1	31.03.2009	31.03.2019	NA	10	NA	3921732500
7	INE261F09FC7	01.04.2010	01.04.2020	NA	10	NA	156351000
8	INE261F09FF0	01.06.2010	01.06.2020	NA	10	NA	289315125
9	INE261F09FG8	01.07.2010	01.07.2020	NA	10	NA	226400900
10	INE261F09FJ2	01.08.2010	01.08.2020	NA	10	NA	593387500
11	INE261F09FK0	01.09.2010	01.09.2020	NA	10	NA	176746310
12	INE261F09FL8	01.10.2010	01.10.2020	NA	10	NA	322305000
13	INE261F09FN4	01.11.2010	01.11.2020	NA	10	NA	1245993950
14	INE261F09FQ7	01.12.2010	01.12.2020	NA	10	NA	543770400
15	INE261F09FS3	01.01.2011	01.01.2021	NA	10	NA	187989050
16	INE261F09FX3	01.02.2011	01.02.2021	NA	10	NA	48118200
17	INE261F09GA9	01.03.2011	01.03.2021	NA	10	NA	81254100
18	INE261F09GC5	31.03.2011	31.03.2021	NA	10	NA	339214200
	TOTAL						31878130835

c. Tax Free Bonds:-

Sr.No.	ISIN	Date of Allotment	Date of Maturity	Put/Call Date	Tenure (years)	Interest Payment	Principal (Amount in Rs crore)
1	INE261F07016	25.02.2016	25.02.2026	NA	10	Annual	1500.00
2	INE261F07040	23.03.2016	23.03.2026	NA	10	Annual	149.95
3	INE261F07024	23.03.2016	23.03.2026	NA	10	Annual	238.55
4	INE261F07057	23.03.2016	23.03.2031	NA	15	Annual	1352.76
5	INE261F07032	23.03.2016	23.03.2031	NA	15	Annual	1758.74
							5000.00

iv. List of Top 10 Bond Holders (as on 31 March 2018)

S.No.	Name of Bond Holders	Amount (in ₹ crore)
1.	CBT EPF -11-D-DM	4180.00
2.	HDFC MUTUAL FUND	3698.00
3.	RELIANCE MUTUAL FUND	3414.00
4.	ICICI PRUDENTIAL MUTUAL FUND	2278.00
5.	BIRLA SUNLIFE MUTUAL FUND	2132.00
6.	SBI MUTUAL FUND	1541.00
7.	UTI MUTUAL FUND	1411.00
8.	NPS TRUST-A/C SBI PENSION FUND SCHEME	1309.00
9.	STATE BANK OF INDIA	1225.00
10.	IDFC MUTUAL FUND	1215.00

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debenture issues) details are provided.

v. The amount of corporate guarantee issued by NABARD along with name of counterparty (like name of subsidiary, JV entity, Group Company) on behalf of whom it has been issued.

NA

vi. Details of Commercial Paper: The amount of Commercial Paper & Certificate of Deposits outstanding as on 31st March 2018

Sr.No.	Description CP (SERIES)	Date of flotation	Date of Maturity	Discount Rate	Principal (In Crores)
1	10BH	7-Feb-18	07-May-18	7.30%	2000
2	10BI	8-Feb-18	07-May-18	7.30%	2000
3	10BJ	12-Feb-18	11-May-18	7.28%	2600
4	10BK	16-Feb-18	16-May-18	7.27%	1500
5	10BL	21-Feb-18	21-May-18	7.24%	2700
6	10BN	23-Feb-18	31-Jul-18	7.45%	1625
7	10BM	23-Feb-18	18-Jun-18	7.32%	2000
8	10BO	1-Mar-18	30-May-18	7.34%	5000
9	10BP	6-Mar-18	5-Jun-18	7.34%	4300
10	10BQ	9-Mar-18	31-Jul-18	7.60%	4975
11	10BR	16-Mar-18	11-Jun-18	7.03%	2000
12	10BS	20-Mar-18	14-Jun-18	7.00%	2000
Total					32700

Sr.No.	Description CD (SERIES)	Date of flotation	Date of Maturity	Discount Rate	Principal (In Crores)
1	10 A	14-Feb-18	14-Feb-19	7.47%	4300
Total					4300

vii. Details of the rest of the borrowings (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on 31st March 2018

NIL

viii. Details of default(s) and / or delay in payment of interest and principal of any kind of term loans, debt securities & other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years

- The promoters / Directors of the Bank have not given any personal guarantees for collaterally securing any borrowings.
- NABARD has neither defaulted nor sought any roll-over (not permissible) on any of its previous borrowings including the above-mentioned borrowings.
- NABARD has a consistent record of paying principal and interest on all loans, Bonds and deposits on due dates. There has been no default in servicing of debt.

ix. Details of any outstanding borrowings taken / debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option;

All debt securities except Zero Coupon Bonds are issued at par. The particulars of such past issues are given at Point No. G (iii) of this document

H. Details of Promoters of NABARD as on 31st March 2018

S N	Name of the shareholders	Total no. of equity shares	No. of shares in demat form	Total shareholding as % of total no. of equity shares	No. of shares Pledged	% of shares pledged with respect to shares owned
NA						

I. Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss Statement, Balance Sheet and Cash Flow

Statement) for at least last three years and auditor qualifications, if any
NA

J. Abridged version of Latest Audited / Limited Review Half Yearly consolidated (wherever available) and Standalone Financial Information (like Profit & Loss Statement and Balance Sheet) and auditor qualifications, if any
NA

K. Any material event / development affecting present issue or having implications on the financials / credit quality

In the opinion of the Bank, since the date of the last Financial Statement disclosed in this disclosure, there have been no circumstances that materially and adversely affect or are likely to affect the trading or profitability of the Bank, or the value of its assets, or its ability to pay its liabilities, within the next twelve months.

L. The name of the debenture trustee along with consent letter for FY 2017-18 and in all the subsequent periodical communications sent to the holders of debt securities.
Axis Trustees Services Limited

M. Rating rationale / Rating letter would be attached separately for each issue

N. If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent
None

O. Copy of consent letter from debenture trustee
Attached as above

P. Name of the recognized stock exchange where debt securities are proposed to be listed
Wholesale Debt Market segment of National Stock Exchange (or/and) BSE limited

Q. Other details

i. **DRR creation –**

As per general circular No.9/2002 dated 18 April 2002 of Ministry of Corporate Affairs, no DRR is required to be maintained for Debentures issued by all India Financial institutions regulated by RBI and Banking companies in respect of both public as well as privately placed debentures. As NABARD has been declared by GoI in their notification dated 17 April 2002 as an All India Financial Institution, NABARD is not required to create DRR.

ii. **Issue / instrument specific regulations –**

- a. RBI's master circular no. DBR.No.FID.FIC.1/01.02.00/2015-16 dated 01 July 2015 on resource raising norms for Financial Institutions
- b. National Bank for Agriculture and Rural Development Act, 1981

iii. **Application process - How to Apply**

Applications for the Bonds must be made in the prescribed Bond Application Form attached with respective Term Sheet and must be completed in block letters in English by investors.

Applicants may remit their application money by way of electronic transfer of funds through RTGS mechanism for credit in the Account of the exchange (NSE or BSE) as per the bond application

R. Issue details

a. Summary Term Sheet

Key Terms

i. Eligible Investors

Only investors who have been addressed through a communication directly are eligible to apply. Furthermore, NRIs (except on non-repatriation basis), minors and person (s) who are identified by a competent court to be of unsound mind are not eligible to apply or hold the Bonds. Further, OCBs, FIIs may hold the bonds as per SEBI / RBI regulations.

i.1 Application by Banks/Corporate Bodies / Mutual Funds / FIs / Trusts / Statutory Corporations

The applications must be accompanied by certified true copies of (i) Memorandum and Articles of Association, Constitution / Bye-laws / Trust Deed, (ii) Resolution authorizing investment and containing operating instructions, (iii) Specimen signatures of authorized signatories, (iv) Necessary form for claiming exemption from deduction of tax at source on interest on application money. Application made by Asset Management Company or custodian of Mutual Fund shall clearly indicate the name of the concerned scheme for which application is being made.

i.2 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signatures of all authorized signatories must be lodged along with the submission of the completed Bond Application form. Further modifications/additions in the power of attorney or authority should be delivered to the Issuer at Registered Office.

i.3 Application by Banks

The Reserve Bank of India has vide its Monetary and Credit Policy for the first half of 1997-98 (Ref.No.CPC.BC.162/07.01.279/96-97) clarified that investment by Scheduled Commercial Banks in Preference Shares / Bonds / Bonds of private corporate bodies will be excluded from the limit of 5 per cent of their incremental deposits in the previous year. Thus the 5 per cent ceiling is now applicable only for investments in ordinary shares of Corporates including PSUs.

As per the Annexure 3 of the Master Circular for Exposure Norms dated 01 July 2014 issued by RBI, (DBOD.No.Dir.BC.7/13.03.00/2014-15), investments in equity/bonds of NABARD by Scheduled Commercial Banks (STCBs) are exempt from Capital market exposure ceiling. The revised guidelines must be referred by Scheduled Commercial Banks as and when issued by RBI or other regulatory agencies.

i.4 Applications by Primary (Urban) Co-operative Banks

The RBI vide its Circular dated 01 July 2015 has clarified that the Primary (Urban) Co-operative banks can invest their surplus up to 10% of their deposits in "A" or equivalent and higher rated Commercial Papers (CPs), debentures and bonds. Hence these Bonds are eligible securities for investments by Primary (Urban) Co-operative banks.

i.5 Application by Regional Rural Banks (RRBs)

RBI vide its Circular No.RPCD.RRB.BC.882/03.05.34/96-97 dated December 13, 1996 has permitted RRBs to invest their surplus non-SLR funds in bonds of public sector undertakings. RBI has clarified that no ceiling in regard to such investments will apply.

i.6 Application by Provident Funds, Superannuation Funds and Gratuity Funds

The Government of India vide its notification dated March 27, 1997 (with effect from April 1, 1997) has clarified that the non-government Provident Funds, Superannuation Funds and Gratuity Funds can invest up to 40% of their investible funds in the bonds / securities of "public sector companies" as defined in Section 2 (36-A) of the Income Tax Act, 1961. The Bonds issued by NABARD are eligible for investments by Provident Funds, Superannuation Funds and Gratuity Funds, subject to compliance of the terms and conditions of their Trust Deeds. The application must be accompanied by certified true copies of (i) trust deed/bye laws/resolution (ii) resolution authorizing investment (iii) specimen signatures of the authorizing investment (iii) specimen signatures of the authorized signatories

ii. Details of utilization of issue proceeds

The funds raised through this Issue would be used for funding loans and advances to eligible institutions, exclusively for financing agriculture/allied activities and non-farm sector under various sections of National Bank for Agriculture and Rural Development Act, 1981.

iii. Transaction Documents - Material contracts and agreements

NABARD has/will be signed/signing following agreements in connection with the bonds issues:

1. Listing agreement with NSE /BSE- EBP Agreement
2. Trusteeship Agreement with Axis Trustees Services Ltd.
3. Tripartite agreement with NSDL and Registrar
4. Tripartite agreement with CDSL and Registrar

iv. Events of default

A. An "Event of Default" means the occurrence of any of the events specified below:

- a. Default is committed in payment of the maturity value of the Bonds on the due date(s) and is not rectified within 7 (seven) Business Days of intimation to the Issuer;

- b. Default is committed in payment of any discount expenses on the Bonds on the due date(s) and is not rectified within 7 (seven) Business Days of intimation to the Issuer;
- c. Default is committed by the Issuer in the performance or observance of any covenant, obligation condition or provision contained in these presents and/or the Financial Covenants and Conditions (other than the obligation to pay principal) and, except where the Bond Trustee certify that such default is in their opinion incapable of remedy (in which case no notice shall be required), such default continues for 30 (thirty) days after written notice has been given thereof by the Bond Trustee to the Issuer requiring the same to be remedied;
- d. Any indebtedness of the Issuer for borrowed monies i.e. indebtedness for and in respect of monies borrowed or raised (whether or not for cash consideration) from banks or financial institutions by whatever means (including acceptances, credits, deposits and leasing), including interest thereon, becomes due prior to its stated maturity by reason of default of the terms thereof or any such indebtedness is not paid at its stated maturity or there is a default in making payments due under any guarantee or indemnity given by the Issuer in respect of the indebtedness of borrowed monies of any person, provided that individual amounts referred to above exceed ₹ 1,00,000 (Rupees One Lakh Only) and the default is not rectified within 7 (seven) Business Days;
- e. Any information given by the Issuer in any reports and other information furnished by the Issuer and the representations and warranties given/deemed to have been given by it to the Bond Trustee is misleading or incorrect in any material respect;
- f. If the Issuer is unable to pay its debts or proceedings for taking it into liquidation, either voluntarily or compulsorily, may be or have been commenced and admitted;
- g. The Issuer has voluntarily or involuntarily commenced or become the subject of proceedings under any bankruptcy or insolvency law or the Issuer is voluntarily or involuntarily dissolved or liquidated;
- h. The Issuer is unable to or has admitted in writing its inability to pay its debts as they mature;
- i. The Issuer has taken or suffered to be taken any action for re-organisation of its capital;
- j. A receiver or a liquidator has been appointed or allowed to be appointed of all or any substantial part of the undertaking of the Issuer or an attachment, sequestration, distress or execution (or analogous process) is levied or enforced upon or issued against a substantial part of the assets or property of the Issuer;
- k. If, any extra-ordinary circumstances have occurred which make it improbable for the Issuer to fulfill its obligation under these presents and/or the Bonds;
- l. The Issuer ceases or threatens to cease to carry on its business or gives notice of its intention to do so;
- m. The Bonds are not listed, or if such listing of the Bonds ceases at any point of time prior to the Maturity Date due to an act of the Issuer or failure by the Issuer to take all necessary action to ensure listing.

B. Remedies to default

If one or more of the events specified in (vi) happen(s), the Bond Trustee may, in their discretion, but shall, upon request in writing of the Bond Holders of an amount representing not less than three-fourths in value of the nominal amount of the Bonds for the time being

outstanding or by a Special Resolution duly passed at the meeting of the Bond Holders convened in accordance with the provisions set out hereunder, by a notice in writing to the Issuer, declare the principal of and all accrued interest on the Bonds to be due and payable forthwith and the Bonds shall without any further action become due for redemption along with the Interest accrued thereon.

C. Notice on the happening of an Event of Default

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default has happened, the Issuer shall, forthwith give notice thereof to the Bond Holders/Bond Trustee in writing specifying the nature of such event of default, or of such event.

D. Expenses of Preservation of Assets of the Issuer and of Collection

All expenses incurred by the Bond Holders/Bond Trustee after an Event of Default has occurred in connection with (a) preservation of the Issuer's assets (whether then or thereafter existing) and (b) Collection of amounts due under this Deed, shall be payable by the Issuer.

E. Right to Disclose/ Publish the Names of the Issuer and its Directors as Defaulters

In the event of the Issuer committing default in the repayment of installment of the Bonds on the respective due dates, the Bond Holders / Bond Trustee shall have an unqualified right to disclose the name of the Issuer and its directors to Reserve Bank of India (RBI)/ or any other statutory / regulatory authority in this behalf. The Bond Holders/ Bond Trustee and/ or (RBI)/ or any other statutory / regulatory authority shall have the right to publish the name of the Issuer and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

v. Provisions related to Cross-Default Clause

If “Cross-Default” will apply with the occurrence or existence of:—

a default, event of default or other similar condition or event (however described) in respect of such party, or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively)

where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause

vi. Role and Responsibilities of Debenture Trustee

Duties of the Debenture Trustee include:

1. Call for periodical reports from NABARD
2. Take possession of trust property, (if any), in accordance with the provisions of the trust deed.
3. Enforce security, (if any), in the interest of the debenture holders.
4. Ensure on a continuous basis that the property charged, (if any), to the debenture is available and adequate at all times to discharge the interest and principal amount payable in respect of the debentures and that such property is free from any other encumbrances except those which are specifically agreed with the debenture trustee.
5. Exercise due diligence to ensure compliance by the body corporate with the provisions of the NABARD Act, the listing agreement of the stock exchange or the trust deed.
6. To take appropriate measures for protecting the interest of the debenture holders as soon as any breach of the trust deed or law comes to his notice.
7. To ascertain that the debentures have been converted or redeemed in accordance with the provisions and conditions, (if any), under which they are offered to the debenture holders.
8. Inform the Board immediately of any breach of trust deed or provision of any law.
9. Appoint a nominee director on the board of the body corporate when required.

vii. Governing law and jurisdiction

The Bonds are governed by and will be construed in accordance with the Indian Law and NABARD (Issue and Management of Bonds) Regulations 1987 and further statutory modifications thereof. The Issuer, the Bonds and Issuer's obligations under the Bonds shall, at all times, be subject to the directions of the Reserve Bank of India and Securities & Exchange Board of India. The Bond holders, by purchasing the Bonds, agree that the Mumbai High Court shall have exclusive jurisdiction with respect to matters relating to the Bonds.

b. Additional Covenants as part of issue details*

- i. **Security Creation:** In case of delay in execution of Trust Deed, NABARD will refund the subscription with agreed rate of interest or will pay penal interest of 2% p.a. over the coupon rate till these conditions are complied with at the option of the investor.
- ii. **Default in Payment:** In case of default in payment of interest and / or principal redemption on the due dates, additional interest of 2% p.a. over the coupon rate will be payable by NABARD for the defaulting period.
- iii. **Delay in Listing:** In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, NABARD will pay penal interest of 1% p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.

* - the interest rates are independent of each other

S. Other Terms and Conditions (beyond the Schedule I of SEBI Regulations)

Information relating to the terms of offer or purchase - Terms of the Issue

a. Status of Bonds

Since the Maturity value and the coupon payment throughout the tenure is to be funded by Govt. of India in separate fund account, this is not applicable

b. Key Terms: b.1.

Redemption

The face value of the Bonds will be redeemed at par, as will be provided in Term Sheet from the deemed date of allotment. The Bonds will not carry any obligation, for interest or otherwise, after the date of redemption.

b.2. Security

The Bonds are unsecured & non-convertible in nature.

b.3 Minimum Subscription

Pursuant to the notification no. SEBI/MRD/SE/AT/46/2003 dated 22nd December 2003 issued by SEBI, minimum subscription clause is not applicable to the privately placed debt securities.

c. Issue of Bonds in Dematerialised Form

The Issuer will issue Bonds only in Demat form. NABARD has made depository arrangements with National Securities Depositories Limited ("NSDL") and Central Depository Services India Limited ("CDSL") for the issue of Bonds in dematerialized form. Investors will hold the bonds in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 and rules as notified by NSDL / CDSL from time to time.

NABARD has signed two agreements in this connection:

1. Tripartite Agreement in March, 2002 between NABARD and NSDL and Datamatics Financials Software & Services Ltd.
2. Agreement between NABARD and CDSL and Datamatics Financial Software & Services Ltd.

Bidders should mention their Depository Participants name, DP-ID and Beneficiary Account number in the appropriate place in the Application Form. The Issuer shall take the necessary steps to credit the Depository Account of the allottees with the number of bonds allotted. In case of incorrect details provided by the investors and inability of the Issuer to credit the depository account, the allotment of bonds would be held in abeyance till the correct depository account details are furnished by the investors to the Issuer. Responsibility for correctness of applicant's demographic details given in the application form vis-à-vis his/her depository participant would rest with the applicant and the Issuer would not be liable with regard to the above in any manner whatsoever. On the request of the investor, for conversion into physical form post allotment, NABARD may consider the same subject to the rules applicable from time to time.

d. Impersonation

Any person who-

- a) makes in a fictitious name an application to a company of acquiring, or subscribing for any Securities therein, or
- b) Otherwise induces a company to allot or register any transfer of Securities therein to him, or any other person in a fictitious name shall be punishable under the extant laws.

e. Interest on Application Money

Interest at coupon rate as specified in the respective Addendum / Term Sheet (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 modification or re-enactment thereof) from the date of realization of the cheques / drafts / through NEFT / RTGS up to (but excluding) the DEEMED DATE OF ALLOTMENT will be paid. Where an applicant is allotted a lesser number of Bonds than applied for, the excess amount paid on application will be refunded to the applicant and the cheque towards interest on the refunded money will be dispatched by registered post or through NEFT / RTGS and letter of allotment will be dispatched by registered post. In all cases, the interest instruments will be sent, at the sole risk of the applicant / First applicant.

f. Payment of Interest

1. The first interest payment shall be made from the date of realization of the Cheque /DD / receipt of money in NABARD's account through RTGS / NEFT till the Deemed date of allotment. Subsequent interest payments shall be made annually / semi-annually / quarterly from the Deemed date of allotment till the redemption of the Bonds as provided in Term Sheet.
2. Interest on Bond(s) shall be payable subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act 1961 or any other Statutory Modifications or Re Enactment thereof.
3. Payment of interest will be made to the holders of the Bonds whose name is registered in the Register of Bondholders, on the record date. For this purpose, the Register of Bondholders would remain closed on the Record Date.
4. If the principal or any of the annual interest payment date is a holiday in Mumbai or Saturday or Sunday, the amount will be payable on the succeeding business day in Mumbai which is not Saturday / Sunday / Holiday and shall be the payment date. Interest will not be paid up to the date of payment so extended. If any discrepancy is found, reference should be made to the term sheet, which shall be final and binding on the parties.
5. In the event of delay in the lodgment for transfer by the transferee(s), interest payment due, if any, shall be made to the holder whose name is registered in the register of Bondholders on the interest payment date. In such case, claims for the interest by the transferee(s) would need to be settled with the transferor(s) and not with the Bank.
6. Interest payment will be made by a demand draft / cheque / electronic mode (if available on that day) drawn and payable as per Mumbai jurisdiction.

g. Basis of Allotment

Acceptance of the offer to invest and the allotment shall be decided solely by the issuer. The Bank reserves the right to reject in full or part any or all the offers received by them to invest in the Bonds without assigning any reason for such rejection. Acceptance of the offer shall be subject to completion of subscription formalities, detailed in the application form. In case of over subscription, the issuer would finalize the basis of allotment.

h. Deemed Date of Allotment

The Bonds would be deemed to be allotted on Deemed date of allotment or any other date, as may be decided by the Bank. In case the closing date is extended, investors will be intimated about the revised time schedule by the Bank. The Bank also reserves the right to keep multiple Deemed Date(s) of Allotment at its sole and absolute discretion without any notice. Further, the Bank reserves the right to close the issue earlier from the aforesaid date or change the issue time table including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice.

i. Place and Currency of Payment

All obligations under the Bonds issued by National Bank for Agriculture and Rural Development, are payable solely by the Issuer in Indian Rupees only.

j. Modification of Rights

The Bond Holders' rights, privileges, terms and conditions attached to the Bonds may be varied, modified or abrogated with the consent, in writing, of those holders of the Bonds who hold at least three-fourth of the outstanding amount of the Bonds or with the sanction accorded pursuant to a resolution passed at a meeting of the Bond Holders, provided that nothing in such consent or resolution shall be operative against or bind the Issuer in any manner where such consent or resolution modifies or varies the terms and conditions of the Bonds which are not acceptable to the Issuer .

k. Transfer of Bonds

The transfer of Bonds in dematerialized form would be in accordance with the rules / procedures as prescribed by Depository / Depository Participant.

l. Terms of Payment

Applications should be for a minimum of 1 Bond and in multiple of 1 Bond. The electronic payment should be in favor of “NABARD.” The entire amount (Rupees Ten Lakh per bond) is payable on application through the indicated exchange.

m. Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source on the Bonds. Tax exemption certificate / document / form, under Section 193 of the Income Tax Act, 1961, if any, must be lodged at the Registered Office, at least 30 (thirty) days before the relevant interest payment becoming due.

n. Right to Re-purchase and Re-issue the Bonds

This would be as per the prevailing guidelines / regulations of Reserve Bank of India and other statutes.

o. Record Date

The record date for determining eligibility for interest / principal payments shall be fifteen days before interest / principal payment date. Interest / Principal will be paid to the person whose name appears in the Register of Bondholders as sole / first Bond holder or as per the list of beneficiaries provided by the Depository as on the record date. In case of delay in lodgment of the instrument of transfer, all claims on interest / principal shall be inter-se between the transferor and transferee.

p. Letters of Allotment, Bond Certificates in Demat Mode

The Bank will make allotment of Bonds to investors in due course after verification of the application form, the accompanying documents and on realization of the application money. The allotted Bonds at the first instance will be credited in dematerialized form on Letter of Allotment ISIN (LOA ISIN) within seven days of the Deemed Date of Allotment.

In the event of the demise of the sole/ first holder of the Bond(s) or the last survivor, in case of joint holders, the Bank will recognize the executor or administrator of the deceased Bondholder or the holder of succession certificate or other legal representative as having title to the Bond(s). The Bank shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Bank may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Bond(s) standing in the name of the deceased Bondholder on production of sufficient documentary proof or indemnity. In case the Bonds are held by person other than individual, the rights in the Bonds will vest with the successor acquiring interest therein, including liquidator or such any person appointed as per applicable laws.

q. Notices

The notices to the Bond Holders required to be given by the Issuer or the Trustees shall be deemed to have been given if sent by registered post to the sole/first allotted or sole/first registered holder of the Bonds as the case may be.

All notices, communications and writings to be given by the Bond holder(s) shall be sent by Registered Post or by hand delivery to the Issuer at Registered Office or to such address as may be notified by the Issuer from time to time and shall be deemed to have been received on actual receipts.

r. Facility for Electronic Fund Transfer (EFT)

Investors can opt for Electronic Fund Transfer (EFT) by indicating the same in the application form. In case of Bond Holders opting for EFT, the interest and the principal amount would be directly credited by or on behalf of the Bank in the specified account of the Bond Holders on the due date.

s. Right to Accept or Reject Applications

The Issuer is entitled at its sole and absolute discretion to accept or reject any application, in part or in full, without assigning any reason. Bond Application Forms that are not complete in all respects may be rejected at the sole and absolute discretion of the Issuer.

t. Future Borrowings

The Issuer shall be entitled, from time to time, to make further issue of Bonds, other debt securities (whether senior, pari passu or junior to the Bonds) and other instruments and securities to any person or persons including to the public or a section of the public and / or members of the Issuer and / or to raise further loans, advances and / or avail further financial and / or guarantee facilities from financial institutions, banks and / or any other person (s) without any further approval from or notice to the Bond holders/Bond Trustees.

u. Dispatch of Refund Orders

The Bank shall ensure that the refund orders, if any, shall be dispatched by registered post.

T. That the permission / consent from the prior creditor for a second or pari passu charge being created in favour of the trustees to the proposed issue has been obtained.

As of now all bonds issued by NABARD are of unsecured nature.

U. Name of the Stock Exchange on which the securities will be listed

BSE Limited / National Stock Exchange of India Ltd.: As per the Term Sheet

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Disclaimer: Please note that only those persons to whom the Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents /authorizations /information, which are likely to be required by NABARD. The Bank may, but is not bound to revert to any investor for any additional documents/ information, and can accept or reject an application as it deems fit.

The regulations/notifications regarding investment mentioned above are merely in the form of guidelines and the bank does not warrant that they are accurate, or haven't been modified. Each of the above categories of investors is required to check and comply with extant rules/regulations/guidelines, etc. governing or regulating their investments as issued by their respective regulatory authorities, and the bank is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the bank required to check or confirm the same.

DECLARATION

We declare that all the relevant provisions of the National Bank for Agriculture and Rural Development (NABARD) Act 1981 and the Guidelines issued by Securities and Exchange Board of India, any other competent authorities and the Government of India have been complied with; and no statement made in this Information Memorandum is contrary to the provisions of the National Bank for Agriculture and Rural Development Act, 1981 and rules thereunder. We further certify that the Information Memorandum has been prepared as per SEBI (Issue and Listing of Debt Securities) Regulations, 2014 and all the statements in the Disclosure are true and fair.

The issuer accepts no responsibility for the statements made otherwise than in the Information Memorandum or in the advertisement or any other material issued by or at the instance of the issuer; any one relying on any other source of information would be doing so at his own risk.

Signed for and on behalf of NABARD



(Sanjeev Dhamija)
General Manager
Finance Department



Date: 25 January 2019

Place: Mumbai

UNDERTAKING

NABARD undertakes that the bond issues are unsecured and no charge against any asset will be created and therefore, no permission is required from any creditor. NABARD also undertakes to submit the documents like copy of National Bank for Agriculture and Rural Development Act, 1981, last three years Annual Reports, latest audited / limited review half yearly consolidated (wherever applicable), standalone financial information (Profit & Loss statement, Balance Sheet, and Cash Flow statement) and auditor qualifications, if any, to the Trustee within the timelines as mentioned in SEBI (Listing Obligations and Disclosure requirements) Regulation, 2015 (Listing Regulations) PR No.226/2015 dated 2nd September 2015 amended from time to time, for furnishing / publishing its half yearly / annual results. Further, NABARD undertakes to submit a copy of the latest annual report to the Trustee within 180 days from the end of the financial year and the trustee shall be obliged to share the details submitted under this clause with all Qualified Institutional Buyers (QIBs) and other existing bondholders within two working days of their specific request.

Signed for and on behalf of NABARD



(Sanjeev Dhamija)
General Manager
Finance Department



Date: 25 January 2019

Place: Mumbai



ATSL/CO/18-19/ 327
April 17, 2018

National Bank for Agricultural & Rural Development

2nd Floor, 'D' Wing C-24,
'G' Block Bandra Kurla Complex,
Bandra (East)
Mumbai - 400 051

Dear Sir,

Sub: Consent to act as Debenture Trustee for the Bond Issuances during the financial year 2018-2019

We, Axis Trustee Services Limited, hereby give our consent to act as the Debenture Trustee for the abovementioned issue of Debentures having a tenure of more than one year and are agreeable to the inclusion of our name as Debenture Trustee in the Shelf Prospectus/ Private Placement offer letter/ Information Memorandum and/or application to be made to the Stock Exchange for the listing of the said Debentures.

Axis Trustee Services Limited (ATSL) consenting to act as Debenture Trustees is purely its business decision and not an indication on the Issuer Company's standing or on the Debenture Issue. By consenting to act as Debenture Trustees, ATSL does not make nor deems to have made any representation on the Issuer Company, its Operations, the details and projections about the Issuer Company or the Debentures under Offer made in the Prospectus / Information Memorandum / Offer Document. Applicants / Investors are advised to read carefully the Prospectus / Information Memorandum / Offer Document and make their own enquiry, carry out due diligence and analysis about the Issuer Company, its performance and profitability and details in the Prospectus / Information Memorandum / Offer Document before taking their investment decision. ATSL shall not be responsible for the investment decision and its consequence.

We also confirm that we are not disqualified to be appointed as Debenture Trustees within the meaning of Rule 18(2) (c) of the Companies (Share Capital and Debentures) Rules, 2014.

Yours truly,

For Axis Trustee Services Limited

Anish Kumar Jha
Assistant General Manager

PRS

AXIS TRUSTEE SERVICES LTD.

(A wholly owned subsidiary of Axis Bank)

Corporate Identity Number (CIN): U74999MH2008PLC182264

CORPORATE & REGISTERED OFFICE : Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025.

TEL : 022-6226 0054 / 6226 0050 Website: www.axistrustee.com