

## VIII. SUMMARY TERM SHEET

Issuer	PNB Housing Finance Limited (“PNBHFL”/ the “Company”/ the “Issuer”)	
Issue Size	₹ 600 crore	
Option to retain oversubscription	None	
Objects of the Issue	To augment long-term resources of the Company	
Instrument	Secured Redeemable Non-Convertible Bonds in the nature of Promissory Notes (Series XVII)	
Issuance Mode	In demat mode only	
Trading Mode	In demat mode only	
Credit Rating	“CRISIL AA+/Stable” by CRISIL and “[ICRA] AA+ Outlook: Stable” by ICRA	
Seniority	Secured, Senior and Unsubordinated	
Mode of Issue	Private Placement	
Security	<p>The Bonds shall be secured by way of first charge on the specific book debts of the Company with minimum asset coverage of 1.10 times of the aggregate face value amount of Bonds outstanding at all times.</p> <p>The Issuer confirms that it is entitled to raise money through current issue of Bonds without the consent/ permission/ approval from the existing bondholders/ trustee/ lenders/ other creditors of the Issuer. The Issuer undertakes that it shall execute Bond/ Debenture Trust Deed/ Deed of Hypothecation and/or other security document(s) for creation of security within time frame prescribed in the relevant regulations/ act/ rules etc. and submit with NSE within five working days of execution of the same for uploading on its website. The creation of such security shall be sufficient compliance of the Issuer’s obligation to create security.</p> <p>In pursuance of SEBI Debt Regulations, in the event of delay in execution of Bond/ Debenture Trust Deed, Deed of Hypothecation and/or other security document(s), the Issuer shall refund the subscription at the Coupon Rate or shall pay penal interest of 2.00% p.a. over the Coupon Rate till such conditions are complied with, at the option of the Bondholder(s).</p>	
Options	Option-I	Option-II
Bond Series	Series XVII-A	Series XVII-B
Security Name	9.53%-PNBHFL-2019	9.48%-PNBHFL-2024
Issue Size	₹ 300 crore	₹ 300 crore
Face Value	₹ 10 lakhs per Bond	₹ 10 lakhs per Bond
Premium on issue	Nil	Nil
Discount on issue	Nil	Nil
Issue Price	At par (₹ 10 lakhs) per Bond	At par (₹ 10 lakhs) per Bond
Premium/ Discount on redemption	Nil	Nil
Redemption Amount	At par (₹ 10 lakhs) per Bond	At par (₹ 10 lakhs) per Bond
Minimum Application	1 Bond and in multiples of 1 Bond thereafter	1 Bond and in multiples of 1 Bond thereafter
Tenor	5 Years from the Deemed Date of Allotment	10 Years from the Deemed Date of Allotment
Put & Call Option	None	None
Put Option Price	Not applicable	Not applicable
Put Option Date	Not applicable	Not applicable
Put Notification Time	Not applicable	Not applicable
Call Option Price	Not applicable	Not applicable
Call Option Date	Not applicable	Not applicable
Call Notification Time	Not applicable	Not applicable

Redemption/ Maturity	At par at the end of 5 Years from the Deemed Date of Allotment	At par at the end of 10 Years from the Deemed Date of Allotment
Redemption Date	January 31, 2019	January 31, 2024
Coupon Rate	9.53% p.a.	9.48% p.a.
Step Up/ Step Down Coupon Rate	None	None
Coupon Payment Frequency	Semi-annual	Semi-annual
Coupon Payment Dates	Semi-annually on March 31 and September 30, of every year till maturity of Bonds	
Coupon Type	Fixed	
Coupon Reset	None	
Default in Payment	In pursuance of SEBI Debt Regulations, in the event of delay/ default in the payment of interest amount and/ or principal amount on the due date(s), the Issuer shall pay additional interest of 2.00% p.a. over the Coupon Rate payable on the Bonds, on such amounts due, for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid	
Day Count Basis	Actual/ Actual Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis	
Interest on Application Money	At the respective Coupon rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Bonds for the period starting from and including the date of realization of application money in Issuer's Bank Account upto one day prior to the Deemed Date of Allotment	
Listing	Proposed on the Wholesale Debt Market (WDM) Segment of National Stock Exchange of India Limited ("NSE")	
Trustees	IDBI Trusteeship Services Limited	
Depository	National Securities Depository Limited and Central Depository Services (India) Limited	
Registrars	MCS Limited	
Settlement	Payment of interest and repayment of principal shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ NECS/ RTGS/ NEFT mechanism	
Business Day/ Working Day Convention	A "Business Day" / "Working Day" shall be a day on which commercial banks are open for business in the city of New Delhi	
Effect of holidays	<p>If any coupon/ interest payment date falls on a day that is not a Business Day, the payment shall be made by the Company on the immediately succeeding Business Day along with interest for such additional period. Further, interest for such additional period so paid, shall be deducted out of the interest payable on the next coupon/ interest payment date.</p> <p>If the redemption date/ maturity date (also being the last coupon/ interest payment date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Company on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.</p>	
Record Date	15 days prior to each Coupon Payment Date and respective Redemption Date	
Mode of Subscription	Applicants may make remittance of application money through either of following two modes:	
	i. Cheque(s)/ demand draft(s)/ bank funds transfer may be drawn in favour of "PNB Housing Finance Ltd." and marked "A/c Payee Only" payable at par at any of the CBS branches of the Collecting Bankers to the Issue as per details given hereunder:	
	Name of the Banker	Punjab National Bank
	Credit into Current A/c No.	3097008700006127

	<table border="1"> <tr> <td>ii.</td> <td>Electronic transfer of funds through RTGS mechanism for credit as per details given hereunder:</td> </tr> <tr> <td></td> <td>Name of the Banker</td> <td>Punjab National Bank</td> </tr> <tr> <td></td> <td>Account Name</td> <td>PNB Housing Finance Ltd.</td> </tr> <tr> <td></td> <td>Credit into Current A/c No.</td> <td>3097008700006127</td> </tr> <tr> <td></td> <td>IFSC Code</td> <td>PUNB0013100</td> </tr> <tr> <td></td> <td>Address of the Branch</td> <td>BO 74, Janpath, New Delhi - 110001</td> </tr> <tr> <td></td> <td>Narration</td> <td>Application Money for Bonds</td> </tr> </table>	ii.	Electronic transfer of funds through RTGS mechanism for credit as per details given hereunder:		Name of the Banker	Punjab National Bank		Account Name	PNB Housing Finance Ltd.		Credit into Current A/c No.	3097008700006127		IFSC Code	PUNB0013100		Address of the Branch	BO 74, Janpath, New Delhi - 110001		Narration	Application Money for Bonds
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Eligible Investors	Mutual Funds, Public Financial Institutions as defined in section 4A of the Companies Act, 1956, Scheduled Commercial Banks, Insurance Companies, Foreign Institutional Investors (subject to compliance with the SEBI/ RBI norms), Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds, Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures, Companies and Bodies Corporate authorized to invest in bonds/ debentures, Societies authorized to invest in bonds/ debentures, Trusts authorized to invest in bonds/ debentures, Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures etc.																				
Non-Eligible classes of Investors	Resident Individual Investors, Minors without a guardian name, Qualified Foreign Investors, Foreign Nationals, Non-Resident Indians, Persons resident outside India, Venture Capital Funds, Overseas Corporate Bodies, Partnership firms formed under applicable laws in India in the name of the partners, Hindu Undivided Families through Karta, Person ineligible to contract under applicable statutory/ regulatory requirements.																				
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"> <li>1. Letter appointing Trustees to the Bondholders;</li> <li>2. Debenture Trusteeship Agreement;</li> <li>3. Bond/ Debenture Trust Deed/ Deed of Hypothecation;</li> <li>4. Rating Agreement with CRISIL;</li> <li>5. Rating Agreement with ICRA;</li> <li>6. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form;</li> <li>7. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form;</li> <li>8. Letter appointing Registrar and MoU entered into between the Issuer and the Registrar;</li> <li>9. Application made to NSE for seeking its in-principle approval for listing of Bonds;</li> <li>10. Listing Agreement with NSE;</li> <li>11. Letters appointing Arrangers to the Issue.</li> </ol>																				
Conditions precedent to subscription of Bonds	<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"> <li>1. Rating letter(s) from the aforesaid rating agencies not being more than one month old from the issue opening date;</li> <li>2. Letter from the Trustees conveying their consent to act as Trustees for the Bondholder(s);</li> <li>3. Application to NSE for seeking its in-principle approval for listing of Bonds.</li> </ol>																				
Conditions subsequent to subscription of Bonds	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Disclosure Document:</p> <ol style="list-style-type: none"> <li>1. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within 2 working days from the Deemed Date of Allotment;</li> <li>2. Making listing application to NSE within 15 days from the Deemed Date of Allotment of Bonds and seeking listing permission within 20 days from the Deemed Date of Allotment of Bonds in pursuance of SEBI Debt Regulations;</li> <li>3. Executing the Bond/ Debenture Trust Deed/ Deed of Hypothecation and/or other security document(s) for creation of security within time frame prescribed in the relevant regulations/ act/ rules etc and submit with NSE within 5 working days of execution of the same for uploading on its website in pursuance of SEBI Debt Regulations</li> </ol> <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Disclosure Document.</p>																				

Events of Default	If the Issuer commits a default in making payment of any installment of interest or repayment of principal amount of the Bonds on the respective due date(s), the same shall constitute an "Event of Default" by the Issuer.
Remedies	Upon the occurrence of any of the Events of Default, the Trustees shall on instructions from majority Bondholder(s), declare the amounts outstanding to be due and payable forthwith and the security created under the security documents shall become enforceable, and the Trustees shall have the right to enforce any security created pursuant to the security documents towards repayment of the amounts outstanding and/or exercise such other rights as the Trustees may deem fit under the applicable laws.
Cross Default	Not Applicable
Role and Responsibilities of Trustees	<p>The Trustees shall protect the interest of the Bondholders in the event of default by the Issuer in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Issuer. No Bondholder shall be entitled to proceed directly against the Issuer unless the Trustees, having become so bound to proceed, fail to do so.</p> <p>The Trustees 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 Bond/ Debenture Trusteeship Agreement, the Bond/ Debenture Trust Deed, Deed of Hypothecation, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.</p> <p>The Trustees shall ensure disclosure of all material events on an ongoing basis and shall supervise the implementation of the conditions regarding creation of security for the Bonds and Debenture/ Bond Redemption Reserve.</p> <p>The Issuer shall, till the redemption of Bonds, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information such as Statement of Profit &amp; Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustees within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended. Besides, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustees and the Trustees shall be obliged to share the details so submitted with all 'Qualified Institutional Buyers' (QIBs) and other existing Bondholder(s) within two working days of their specific request.</p>
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of New Delhi
Additional Covenants	<ol style="list-style-type: none"> <li><b>Security Creation:</b> In pursuance of SEBI Debt Regulations, in the event of delay in execution of Bond/ Debenture Trust Deed/ Deed of Hypothecation and/or other security document(s), the Issuer shall refund the subscription at the Coupon Rate or shall pay penal interest of 2.00% p.a. over the Coupon Rate till such conditions are complied with, at the option of the Bondholder(s).</li> <li><b>Default in Payment:</b> In pursuance of SEBI Debt Regulations, in the event of delay/default in the payment of interest amount and/ or principal amount on the due date(s), the Issuer shall pay additional interest of 2.00% p.a. over the Coupon Rate payable on the Bonds, on such amounts due, for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.</li> <li><b>Delay in Listing:</b> In pursuance of SEBI Debt Regulations, the Issuer shall make listing application to NSE within 15 days from the Deemed Date of Allotment of Bonds and seek listing permission within 20 days from the Deemed Date of Allotment of Bonds. In the event of delay in listing of Bonds beyond 20 days from the Deemed Date of Allotment, the Issuer shall pay penal interest of 1.00% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).</li> </ol> <p>The interest rates mentioned in above 3 covenants shall be independent of each other.</p>

Issue Opening Date *	Thursday, January 23, 2014
Issue Closing Date *	Monday, January 27, 2014
Pay-in Date *	Thursday, January 23, 2014 to Monday, January 27, 2014
Deemed Date of Allotment *	Friday, January 31, 2014

\* The Issuer reserves its sole and absolute right to modify (pre-poned/ postpone) the above issue schedule without giving any reasons or prior notice. In such a case, investors shall be intimated about the revised time schedule by the Issuer. The Issuer also reserves the right to keep multiple Deemed Date(s) of Allotment at its sole and absolute discretion without any notice. In case if the Issue Closing Date/ Pay in Dates is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates and/or Redemption Date may also be changed at the sole and absolute discretion of the Issuer.