pnb Housing Finance Limited
Ghar Ki Baat

12th July, 2017

The BSE Limited,
Listing Department,
Phiroze Jeejeebhoy
Towers,
Dalal Street,
Mumbai – 400 001

Scrip Code: 540173

Kind Attention

National Stock Exchange
of India Limited,
Listing Department
"Exchange Plaza"
Bandra Kurla Complex,
Bandra (E), Mumbai –
400 051

Symbol: PNBHOUSING

Dear Sirs,

Sub: Disclosure in terms of Regulation 50 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015.

In compliance with Regulation 50 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 we submit Term Sheet for issue of Series XXXV redeemable non-convertible debentures opening on July 14th, 2017.

The details are as below:

Series	Rate of Interest	Amount (INR)	Issue Opening Date	Issue Closing Date	Tenure
XXXV	7.63%-Annually	950 crore	14th July 2017	14th July 2017	3 years

We request you to kindly take note of the same.

Thanking you,
For PNB Housing Finance Limited

Company Secretary and Compliance Officer
Encl: Term Sheet Series XXXV

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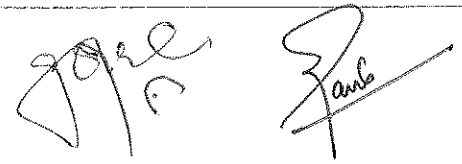
SUMMARY TERM SHEET

Terms	Description
Issuer	PNB Housing Finance Ltd.("PNBHFL"/ the "Company"/the "Issuer")
Instrument	Secured Redeemable Non-Convertible Bonds in the nature of promissory Notes ("Bonds")
Security	7.63% PNB Housing Finance Ltd. 2020
Issue size	Rs. 950 crores ("the issue")
Instrument Form	In Demat mode
Face Value	Rs. 10,00,000/- Per Bond
Issue Price	At Par (Rs. 10,00,000/- per Bond)
Redemption Price	At Par (Rs. 10,00,000/- per Bond)
Credit Rating	"CARE AAA" by CARE and "IND AAA" by India Ratings.
Security	First charge on the specific book debts of the Company with minimum asset coverage of 1.10 times and such other security as may be deemed suitable by the Company in consultation with the Trustee.
Tenor	3 years
Seniority	Senior Bonds
Mode of Issue	Private Placement
Put/Call Option	None
Redemption	At par at the end of 3 years from the date of Allotment
Redemption Date	14th July 2020
Coupon rate	7.63%
Interest payment	Annual
Interest payment date	Annually on July 14 every year and on maturity of Bonds
Trustee	IDBI Trusteeship Services Limited
Listing	On the Wholesale Debt Market (WDM) Segment of the National Stock Exchange of India Ltd. ("NSE")
Issuer	PNB Housing Finance Ltd. ("PNBHFL"/ the "Company"/the "Issuer")
Instrument	Secured Redeemable Non-Convertible Bonds in the nature of promissory Notes ("Bonds")
Step Up/ Step Down Coupon Rate	None
Coupon Type	Fixed
Coupon Reset	None
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 against which Allotment is made	In respect of investors who get Allotment of Bonds in the Issue, interest on Application Money shall be payable at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) on the aggregate face value amount of Bonds for the period starting from and including the date of realization of Application Money in Issuer's Bank Account up to but excluding the Deemed Date of Allotment. Such interest on Application Money shall be paid by the Issuer to the relevant Applicants within 15 days from the Deemed Date of Allotment.
Interest on Refunded Money against which Allotment is not made	In respect of applications, which are valid but rejected on account of oversubscription, interest on refunded money shall be payable at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) (excluding the valid rejections) for the period starting from and including the date of realization of Application Money in Issuer's Bank Account up to but excluding the Deemed Date of Allotment. The refund amounts together with interest thereon shall be paid by the Issuer to the relevant Applicants within 15 days from the Deemed Date of Allotment.

<table>
<tr><th>Terms</th><th>Description</th></tr>
<tr><td></td><td>No interest on Application Money will be payable in respect of applications which are invalid and rejected for not being in accordance with the terms of this Private Placement Offer Letter.</td></tr>
<tr><td>Listing</td><td>Proposed on the Wholesale Debt Market (WDM) segment of National Stock of India Limited ("NSE")
As per SEBI Circular CIR/IMD/FIIC/18/2010 dated November 26, 2010, and RBI Circular No. 89 dated March 1, 2012 SEBI Registered FIIs/sub accounts of FII can Invest in primary issues of Non-Convertible Debentures (NCDs)/ bonds only if listing of such bonds / NCDs is committed to be done within 15 days of such investment. In case the Issue is not listed within 15 days from the deemed date of Allotment issuer would Immediately redeem/buyback the said securities from the FIIS/ sub-accounts of FIIs.</td></tr>
<tr><td>Depository</td><td>National Securities Depository Limited and Central Depository Services (India) Limited</td></tr>
<tr><td>Registrar</td><td>Link Intime India Pvt Ltd</td></tr>
<tr><td>Settlement</td><td>Payment of interest and repayment of principal shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand (s)/ credit through direct credit/ RTGS/ Fund Transfer/ NECS/ NEFT or any other electronic mode offered by the Banks</td></tr>
<tr><td>Business Day/
Working Day</td><td>A "Business Day/ "Working Day" shall be a day on which commercial banks are open for business in the city of New Delhi except with reference to Issue Schedule and Record Date, where "Business Day"/ "Working Day" shall mean a day excluding Sunday and public holidays at New Delhi or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881</td></tr>
<tr><td>Effect of holidays</td><td>As per SEBI Circular 11th November 2016 (CIR/IMD/DF-1/122/2016)
If the interest payment date falls on a holiday, the payment of interest up to original scheduled date, will be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security.

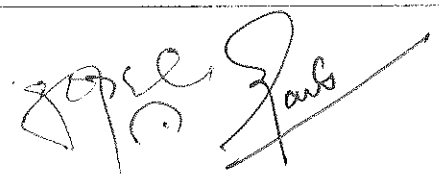
If the Redemption Date (also being the last Coupon Payment Date) of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.

If the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.</td></tr>
<tr><td>Record Date</td><td>15 days prior to each Coupon Payment Date and Redemption Date</td></tr>
<tr><td>Mode of Subscription</td><td>The Applicants may make remittance of application money through either of following two modes:
<table>
<tr><td>1.</td><td>Cheque(s)/ demand (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 Banker to the Issue as per details given hereunder:
<table>
<tr><td>Name of the Banker</td><td>Punjab National Bank</td></tr>
<tr><td>Credit into Current A/c No.</td><td>3097008700006127</td></tr>
</table></td></tr>
<tr><td>2.</td><td>Electronic transfer of funds through RTGS mechanism for credit as per details given hereunder:
<table>
<tr><td>Name of the Banker</td><td>Punjab National Bank</td></tr>
<tr><td>Account Name</td><td>PNB Housing Finance Ltd.</td></tr>
<tr><td>Credit into Current A/c No.</td><td>3097008700006127</td></tr>
<tr><td>IFSC Code</td><td>PUNB0013100</td></tr>
<tr><td>Address of the Branch</td><td>BO 74, Janpath, New Delhi - 110 001</td></tr>
<tr><td>Narration</td><td>Application Money for Bonds</td></tr>
</table></td></tr>
</table>
It is to be distinctly noted that in pursuance of sub clause (d) of clause (2) of Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014, remittance of Application Money for subscription to the Bonds shall be made only from the bank account of the person/ entity subscribing to the Bonds. In case of monies payable on subscription to the Bonds to be held by joint holders, the remittance of Application Money shall be made from the bank account of the person whose name appears first in the Application Form.</td></tr>
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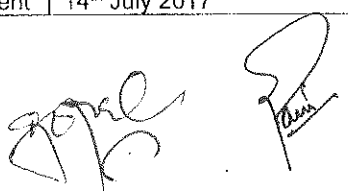
Terms	Description
	The Applicants are required to submit a self-attested copy of their bank account statement reflecting debit for the application money. Such bank account statement must contain the name of Applicant, account number, name and branch of the bank.
Investors who are eligible to apply	a) Scheduled Commercial Banks; b) Insurance Companies registered with IRDA; c) Mutual Funds; d) Public Financial Institutions specified in Section 2(72) of the Companies Act 2013; e) FII and sub-accounts registered with SEBI (subject to compliance with SEBI/ RBI norms); f) Provident Funds, Gratuity Funds, Superannuation Funds and Pension Funds; g) Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures; h) Companies and Bodies Corporate authorized to invest in bonds/ debentures; i) Societies authorized to invest in bonds/ debentures; j) Trusts authorized to invest in bonds/ debentures; k) Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures; l) Resident Individual Investors; m) Hindu Undivided Families through Karta; n) Partnership firms formed under applicable laws in India in the name of the partners. o) Qualified Foreign Investors/FII/ Qualified Portfolio Investors
Investors who are not eligible to apply	a) Sovereign Wealth Funds; b) Venture Capital Funds and Foreign Venture Capital Investors; c) Overseas Corporate Bodies; d) Multilateral and Bilateral Development Financial Institutions; e) Foreign Nationals; f) Non-Resident Indians; g) Persons resident outside India; h) Minors without a guardian name; i) Person ineligible to contract under applicable statutory/ regulatory requirements.
Transaction Documents	Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue: 1. Letter appointing IDBI Trusteeship Services Ltd. as Trustees to the Bondholders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s); 4. Rating Agreement with CARE 5. Rating Agreement with India Rating and Research ; 6. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form; 7. Tripartite Agreement between Issuer, Registrar and CDSL for issue of Bonds in DMAT form; 8. Letter appointing Registrar and MoU entered into between Issuer and the Registrar; 9. Application made to NSE for seeking its in-principle approval for listing of Bonds; 10. Listing Agreement with NSE;
Conditions precedent to subscription of Bonds	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following: 1. Rating letters from CARE and India Rating and Research not being more than one month old from the issue opening date; 2. Written consent letter from IDBI Trusteeship Services Ltd. conveying their consent to act as Trustees for the Bondholders; 3. Making an application to NSE for seeking its in-principle approval for listing of Bonds.
Conditions subsequent to subscription of Bonds	The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Private Placement Offer Letter:

Terms	Description
	1. Ensuring that payment made for subscription to Bonds is received from bank account of the person/ entity subscribing to the Bonds and keep record of the bank accounts from where payments for subscriptions have been received. In case of subscription to the Bonds to be held by joint holders, application monies should be received from the bank account of the person whose name appears first in the Application Form; 2. Maintaining a complete record of private placement offers in Form PAS-5 and filing the such record along with Private Placement Offer Letter in Form PAS-4 with ROC, National Capital Territory of Delhi & Haryana with fee as provided in Companies (Registration Offices and Fees) Rules, 2014 and with SEBI, within a period of thirty days of circulation of the Private Placement Offer Letter; 3. Filing a return of allotment of Bonds with complete list of all Bondholders in Form PAS-3 under section 42 of the Companies Act, 2013, with the ROC, National Capital Territory of Delhi & Haryanawithin thirty days of the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014; 4. Credit of Demat account(s) of the Allottee(s) by number of Bonds allotted within two working days from the Deemed Date of Allotment; 5. Making listing application to NSE within applicable time and seeking listing permission within 15 days from the Deemed Date of Allotment of Bonds; 6. Executing the Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s) in Form No.SH.12 or as near thereto as possible, in favour of Trustee within sixty days of Deemed Date of Allotment of the Bonds and submit with NSE within five working days of execution of the same for uploading on its website. Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Private Placement Offer Letter.
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 dates, the same shall constitute an "Event of Default" by the Issuer
Remedies	Upon the occurrence of any of events of default, the Trustees shall on instructions from majority Bondholders, declare the amounts outstanding to be due and payable forthwith and the security created under 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



Terms	Description
Role and Responsibilities of Trustees	Trustees shall protect interest of the Bondholders in event of default by Company in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Company. No Bondholder shall be entitled to proceed directly against the Company unless the Trustees, having become so bound to proceed, fail to do so. In pursuance of the extant provisions, it shall be the duty of the Trustee to: (a) Satisfy himself that the Private Placement Offer Letter does not contain any matter which is inconsistent with terms of the issue of Bonds or with the Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s); (b) satisfy that the covenants in the Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s)are not prejudicial to the interest of the Bondholders; (c) call for periodical status or performance reports from the Company; (d) communicate promptly to the Bondholders defaults, if any, with regard to payment of interest or redemption of Bonds and action taken by the Trustee therefor; (e) appoint a nominee director on the Board of the Company in the event of: i. two consecutive defaults in payment of interest to the Bondholders; or ii. default in creation of security for Bonds; or iii. default in redemption of Bonds. (f) ensure Company does not breach any of terms of issue of Bonds or covenants of Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s) and take reasonable steps as may be necessary to remedy any such breach; (g) inform the Bondholders immediately of any breach of the terms of issue of Bonds or covenants of the Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s); (h) ensure the implementation of the conditions regarding creation of security for the Bonds, if any, and Debenture Redemption Reserve; (i) ensure that the assets of the Company issuing Bonds and of the guarantors, if any, are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Bondholders; (j) do such acts as are necessary in the event the security becomes enforceable; (k) call for reports on the utilization of funds raised by the issue of Bonds; (l) take steps to convene a meeting of the Bondholders as and when such meeting is required to be held; (m) ensure that the Bonds have been redeemed in accordance with the terms of the issue of Bonds; (n) perform such acts as are necessary for the protection of the interest of the Bondholders and do all other acts as are necessary in order to resolve the grievances of the Bondholders. The Trustee shall convene the meeting of all the Bondholders on: (a) requisition in writing signed by Bondholders holding at least one-tenth in value of the Bonds for the time being outstanding; (b) happening of any event, which constitutes a breach, default or which in the opinion of the Trustees affects the interest of the Bondholders.
	The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the Companies Act, 2013, SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, Debenture Trusteeship Agreement, Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s), Private Placement Offer Letter and all other related transaction documents, with due care, diligence and loyalty. The Company shall execute the Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s) in Form No.SH.12 or as near thereto as possible, in favour of the Trustee within sixty days of Deemed Date of Allotment of the Bonds and submit with NSE within five working days of execution of the same for uploading on its website. In the event of delay in execution of Debenture Trust Deed and/or Deed of

Terms	Description
	Hypothecation and/or other security document(s) within sixty days of Deemed Date of Allotment of the Bonds, the Company shall refund the subscription with the Coupon Rate or pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with, at the option of the Bondholders. The Company shall, till the redemption of the Bonds, submit its latest audited/ limited review half yearly consolidated (if available) and standalone financial information such as Statement of Profit & Loss, Balance Sheet and Cash Flow Statement and auditor qualifications, if any, to the Trustee 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 from time to time. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee 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.
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	1. **Security Creation:** In the event of delay in execution of Debenture Trust Deed and/or Deed of Hypothecation and/or other security document(s) within sixty days of Deemed Date of Allotment of the Bonds, the Company shall refund the subscription with the Coupon Rate or pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with, at the option of the Bondholder(s). 2. **Allotment of Bonds:** The Company shall allot the Bonds within sixty days from the date of receipt of the application money for such Bonds and if the Company is not able to allot the Bonds within such period, it shall repay the application money to the subscribers within fifteen days from the date of completion of sixty days and if the Company fails to repay the application money within the aforesaid period, it shall be liable to repay such money with interest at the rate of 12% p.a. from the expiry of the sixtieth day. 3. **Default in Payment:** In case of default in payment of interest and/ or principal redemption on the due dates, the Company shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate 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. 4. **Delay in Listing:** The Company shall make listing application to NSE and seek listing permission within 15 days from the Deemed Date of Allotment of Bonds. In case of delay in listing of the Bonds, the Company shall pay penal interest at the rate 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). The interest rates mentioned in above four covenants shall be independent of each other.
Issue Schedule*	Issue Opening Date: 14th July 2017 Issue Closing Date: 14th July 2017 Pay-in Date: 14th July 2017 Deemed Date of Allotment: 14th July 2017



Cash Flow of Interest Payment ("IP")

	Original Coupon Payment Date & Redemption Date	*Interest for No. of Days*	*Amount payable per Bond (in Rs.)*	*Day*
Issue/Allotment	*Friday, July 14, 2017*		*1,000,000*	*Friday*
1st IP	*Saturday, July 14, 2018*	*365*	*76,300*	*Saturday*
2nd IP	*Sunday, July 14, 2019*	*365*	*76,300*	*Sunday*
3rd IP	*Tuesday, July 14, 2020*	*366*	*76,300*	*Tuesday*
Maturity	*Tuesday, July 14, 2020*	*0*	*1,000,000*	*Tuesday*

We request you to consider our proposal.

For PNB Housing Finance Limited

Sanjaya Gupta
(Managing Director)