

SUMMARY TERM SHEET**Bond Series 212 (A&B)**

Security Name	6.09 % PFC BS 212 Option A 2026	7.15 % PFC BS 212 Option B 2036
Issuer	Power Finance Corporation Limited	Power Finance Corporation Limited
Type of Instrument	PFC Unsecured, Redeemable, Non-Convertible, Non-cumulative, Taxable Bonds in the nature of Debentures Series 212-A	PFC Unsecured, Redeemable, Non-Convertible, Non-cumulative, Taxable Bonds in the nature of Debentures Series 212-B
Nature of Instrument (Secured or Unsecured)	Unsecured	Unsecured
Seniority (Senior or Subordinated)	Senior	Senior
Mode of Issue	Private placement basis	Private placement basis
Eligible investors	As per applicable RBI Regulations for Government NBFC-ND	As per applicable RBI Regulations for Government NBFC-ND
Listing (including name of stock exchange where it will be listed & timeline for listing)	On the Debt Market segment of NSE and wholesale Debt Market segment of BSE Further, in case of investment by FII investor, it shall be ensured by the company that the bonds are listed within T+4 days (T = date of bidding). In case bonds are not listed within T+4 days, the issuer shall; (a) pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing); and (b) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges.	On the Debt Market segment of NSE and wholesale Debt Market segment of BSE Further, in case of investment by FII investor, it shall be ensured by the company that the bonds are listed within T+4 days (T = date of bidding). In case bonds are not listed within T+4 days, the issuer shall; (a) pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing); and (b) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges.
Rating of the instrument	'AAA/Stable' by CRISIL, 'AAA (Stable)' by ICRA & 'AAA/Stable' by CARE	'AAA/Stable' by CRISIL, 'AAA (Stable)' by ICRA & 'AAA/Stable' by CARE
Issue size	Rs. 300 crore ('Base Issue') with green shoe option of Rs. 2,200 Crore to retain over subscription.	Rs. 300 crore ('Base Issue') with green shoe option of Rs. 2,200 Crore to retain over subscription.
Minimum Subscription	10 bonds (Rs. 1 crore) and then in multiple of 1 bond (Rs. 10 lakh)	10 bonds (Rs. 1 crore) and then in multiple of 1 bond (Rs. 10 lakh)
Option to retain oversubscription (Amount)	Rs. 2,150 crore aggregating to Rs. 2,450 crore	Rs. 2,043.70 crore aggregating to Rs. 2,343.70 crore
Objects of the Issue/ Purpose for which there is requirement of funds	To augment resources of PFC for meeting fund requirement	To augment resources of PFC for meeting fund requirement
Details of utilization of the proceeds	The funds raised through private placement are not meant for any specific project as such and therefore the proceeds of this issue after meeting all expenses of the Issue shall be used for meeting objects of the Issue.	The funds raised through private placement are not meant for any specific project as such and therefore the proceeds of this issue after meeting all expenses of the Issue shall be used for meeting objects of the Issue.

Coupon Rate	6.09 % p.a.	7.15 % p.a.
Step up/step down coupon rate	Not applicable	Not applicable
Coupon Payment frequency	Annually every year	Annually every year
Coupon payment dates:- First interest date	29-Aug-2022 (27-Aug-2022 and 28-Aug-2022 being holiday)	29-Aug-2022 (27-Aug-2022 and 28-Aug-2022 being holiday)
Subsequent interest payment date	Thereafter Annually every year subject to holiday conventions	Thereafter Annually every year subject to holiday conventions
Coupon type (Fixed, Floating or other structure)	Fixed	Fixed
Coupon reset process (including rates, spread, effective date, interest rate cap & floor etc.)	Not applicable	Not applicable
Day count basis (Actual/Actual)	Actual/Actual Interest shall be computed on an "actual/actual basis". In case of leap year, if 29 Feb falls during the tenor of security, then the number of days shall be reckoned as 366 days for a whole one year period in accordance with Operational Circular no. SEBI/HO/DDHS/P/CIR/2021/613 dtd. 10.08.2021 issued by SEBI, as amended	Actual/Actual Interest shall be computed on an "actual/actual basis". In case of leap year, if 29 Feb falls during the tenor of security, then the number of days shall be reckoned as 366 days for a whole one year period in accordance with Operational Circular no. SEBI/HO/DDHS/P/CIR/2021/613 dtd. 10.08.2021 issued by SEBI, as amended
Interest on Application money	The interest on application money shall be paid from the date of receipt of application money in PFC's account till one day prior to the date of allotment on the aggregate face value amount of Bonds. No interest on application money would be paid if the date of receipt of application money and allotment is same.	The interest on application money shall be paid from the date of receipt of application money in PFC's account till one day prior to the date of allotment on the aggregate face value amount of Bonds. No interest on application money would be paid if the date of receipt of application money and allotment is same.
Default Interest Rate	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 @ 2.00% p.a. over the coupon rate for defaulting period i.e., the period commencing from and including the date on which such amount becomes due & upto but excluding the date on which such amount is actually paid. Listing: The Issuer shall complete all the formalities and seek listing permission within T+4 days. In case of delay in listing of the Bonds within the prescribed period from Deemed Date of Allotment, the Company shall bear penal consequences as mentioned in the relevant regulation.	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 @ 2.00% p.a. over the coupon rate for defaulting period i.e., the period commencing from and including the date on which such amount becomes due & upto but excluding the date on which such amount is actually paid. Listing: The Issuer shall complete all the formalities and seek listing permission within T+4 days. In case of delay in listing of the Bonds within the prescribed period from Deemed Date of Allotment, the Company shall bear penal consequences as mentioned in the relevant regulation.

	In case of delay in execution of the Bond Trust Deed within the prescribed period from the deemed date of allotment, the Issuer shall pay penal interest at the rate as mentioned in the relevant regulations, till the date of execution of the Bond Trust Deed.	In case of delay in execution of the Bond Trust Deed within the prescribed period from the deemed date of allotment, the Issuer shall pay penal interest at the rate as mentioned in the relevant regulations, till the date of execution of the Bond Trust Deed.
Tenor	5 years	15 years
Redemption Date	27-08-2026	27-08-2036
Redemption amount	At Par	At Par
Redemption Premium/Discount	Not applicable	Not applicable
Issue Price	At par	At par
Discount at which security is issued & the effective yield as a result of such discount	Not applicable	Not applicable
Put Option Date	Not applicable	Not applicable
Put Option Price	Not applicable	Not applicable
Call Option Date	Not applicable	Not applicable
Call Option Price	Not applicable	Not applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not applicable	Not applicable
Call Notification Time (Timelines by which the Issuer need to intimate Investor before exercising the call)	Not applicable	Not applicable
Face Value/Par Value	Rs. 10,00,000 (Rupees Ten lacs only) per bond	Rs. 10,00,000 (Rupees Ten lacs only) per bond
Minimum application and in multiples of thereafter	10 bonds (Rs. 1 crore) and then in multiple of 1 bond (Rs. 10 lakh)	10 bonds (Rs. 1 crore) and then in multiple of 1 bond (Rs. 10 lakh)
Issue Timing	10:30 AM to 11:30 AM	11:00 AM to 12:00 PM
Issue Opening date	26.08.2021	26.08.2021
Issue Closing date	26.08.2021	26.08.2021
Date of earliest closing of the issue, if any.	Not applicable	Not applicable
Pay-in-date	27.08.2021	27.08.2021
Deemed Date of allotment	27.08.2021	27.08.2021
Settlement mode of the instrument	Through NSE Clearing Ltd.	Through NSE Clearing Ltd.
Depository	National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL")	National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL")

Disclosure of Interest/ redemption dates	First interest is payable on 29-Aug-22 (27Aug-22 an 28-Aug-22 being holiday) and subsequently on 27 th August of every year till redemption subject to the holiday conventions	First interest is payable on 29-Aug-22 (27Aug-22 an 28-Aug-22 being holiday) and subsequently on 27 th August of every year till redemption subject to the holiday conventions
Record Date	15 calendar days prior to actual interest/principal payment date.	15 calendar days prior to actual interest/principal payment date.
All Covenants of the issue (including side letters, accelerated payment clause, etc.)	All covenants to the issue shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.	All covenants to the issue shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.
Description regarding Security (where applicable) including type of security (movable/ immovable/ tangible etc.)type of charge(pledge/hypothecate on/ mortgage etc.), date of creation of security, minimum security cover, revaluation, replacement of security, interest to debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the placement memorandum.	The bonds issued are unsecured in nature.	The bonds issued are unsecured in nature.
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Bondholders; 2. Debenture Trusteeship Agreement; 3. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form; 4. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form; 5. Letter appointing Registrar and MoU entered into between the Issuer and the Registrar; 6. Application made to NSE and BSE for seeking its in-principle approval for listing of Bonds; 7. Listing Agreement with NSE and BSE; <p>Letters appointing Arrangers to the Issue.</p>	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Bondholders; 2. Debenture Trusteeship Agreement; 3. Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form; 4. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form; 5. Letter appointing Registrar and MoU entered into between the Issuer and the Registrar; 6. Application made to NSE and BSE for seeking its in-principle approval for listing of Bonds; 7. Listing Agreement with NSE and BSE; <p>Letters appointing Arrangers to the Issue.</p>
Conditions precedent to Disbursement	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:

	<ol style="list-style-type: none"> 1. Rating letters from CRISIL, ICRA and CARE not being more than one month old from the issue opening date; 2. Seek a written consent letter from the Trustees conveying their consent to act as Trustees for the Bondholders; <p>Making an application to NSE and BSE for seeking its in-principle approval for listing of Bonds.</p>	<ol style="list-style-type: none"> 1. Rating letters from CRISIL, ICRA and CARE not being more than one month old from the issue opening date; 2. Seek a written consent letter from the Trustees conveying their consent to act as Trustees for the Bondholders; <p>Making an application to NSE and BSE for seeking its in-principle approval for listing of Bonds.</p>
Conditions subsequent to Disbursement	<p>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:-</p> <ol style="list-style-type: none"> 1. Maintaining a complete record of private placement offers in Form PAS-5. 2. 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 Registrar of Companies, within fifteen days of the Deemed Date of Allotment; 3. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within the stipulated time period from the Deemed Date of Allotment; 4. Making listing application to NSE/ BSE within T+4 days. 5. Execution of trust deed before listing of the bonds (T+4 days) and uploading the same on their website along with listing application. <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Private Placement Offer Letter.</p>	<p>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:-</p> <ol style="list-style-type: none"> 1. Maintaining a complete record of private placement offers in Form PAS-5. 2. 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 Registrar of Companies, within fifteen days of the Deemed Date of Allotment; 3. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within the stipulated time period from the Deemed Date of Allotment; 4. Making listing application to NSE/ BSE within T+4 days. 5. Execution of trust deed before listing of the bonds (T+4 days) and uploading the same on their website along with listing application. <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Private Placement Offer Letter.</p>
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>Default in payment of interest / principal redemption / delay in listing / delay in execution of trust deed or as may be detailed in respective trust deed / trustee agreement.</p> <p>In case of event of default, penal interest will be paid in accordance with provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended.</p>	<p>Default in payment of interest / principal redemption / delay in listing / delay in execution of trust deed or as may be detailed in respective trust deed / trustee agreement.</p> <p>In case of event of default, penal interest will be paid in accordance with provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended.</p>

	Manner of voting/ conditions of joining the Inter Creditor Agreement shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.	Manner of voting/ conditions of joining the Inter Creditor Agreement shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.
Creation of Recovery Expense Fund	If required under law, the Issuer undertakes to create a recovery expense fund in the manner as may be specified by SEBI from time to time and inform the Bond Trustee about the same.	If required under law, the Issuer undertakes to create a recovery expense fund in the manner as may be specified by SEBI from time to time and inform the Bond Trustee about the same.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.	Shall be mentioned in the Bond Trust Deed which will be executed within time frame prescribed under the Companies Act.
Provisions related to cross default clause	Not applicable	Not applicable
Role and Responsibilities of Debenture Trustees	The trustees will be responsible for all action as per SEBI regulation and Companies Act 2013. 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, Placement Memorandum and all other related transaction documents, with due care, diligence and loyalty.	The trustees will be responsible for all action as per SEBI regulation and Companies Act 2013. 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, Placement Memorandum and all other related transaction documents, with due care, diligence and loyalty.
Risk factors pertaining to the issue	Please refer to Chapter VI (Management's Perception of Risk Factors) of the Placement Memorandum for details in respect of risks relating to Issue of Bonds.	Please refer to Chapter VI (Management's Perception of Risk Factors) of the Placement Memorandum for details in respect of risks relating to Issue of Bonds.
Governing Law and Jurisdiction	The Bonds shall be construed to be governed in accordance with Indian Law. The competent Courts in New Delhi alone shall have jurisdiction in connection with any matter arising out of or under these precincts.	The Bonds shall be construed to be governed in accordance with Indian Law. The competent Courts in New Delhi alone shall have jurisdiction in connection with any matter arising out of or under these precincts.
Mode of Subscription	Successful Bidders shall be required to transfer funds from bank account(s) registered with EBP to the bank account of the Clearing Corporation/ ICL to the extent of funds pay-in obligation on or before 10.30 hours on T+1 or T+2 day as defined by Issuer at the time of issue setup, T being the bidding end date as per the operating guidelines for electronic book mechanism issued by NSE and BSE.	Successful Bidders shall be required to transfer funds from bank account(s) registered with EBP to the bank account of the Clearing Corporation/ ICL to the extent of funds pay-in obligation on or before 10.30 hours on T+1 or T+2 day as defined by Issuer at the time of issue setup, T being the bidding end date as per the operating guidelines for electronic book mechanism issued by NSE and BSE.

Issuance & trading mode of instrument	In demat only	In demat only
Interest on Refunded Money against which Allotment is not made	No interest on Application Money will be paid in respect of applications which are invalid and / or rejected by PFC due to any reason.	No interest on Application Money will be paid in respect of applications which are invalid and / or rejected by PFC due to any reason.
Type of Bidding	Closed Bidding	Closed Bidding
Manner of Allotment	Uniform Yield	Uniform Yield
Business Days/ Working Days	“Business Days”/ “Working Days” shall be all days on which money market is functioning in Mumbai. However, for the purpose of credit of Demat A/c, Working Days shall be all days on which NSDL/CDSL are open for business.	“Business Days”/ “Working Days” shall be all days on which money market is functioning in Mumbai. However, for the purpose of credit of Demat A/c, Working Days shall be all days on which NSDL/CDSL are open for business.
Effect of holidays	<p>For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document.</p> <p>If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.</p> <p>In order to ensure consistency, a uniform methodology shall be followed for calculation of interest payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest is payable annually, half yearly, quarterly or monthly.</p>	<p>For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document.</p> <p>If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.</p> <p>In order to ensure consistency, a uniform methodology shall be followed for calculation of interest payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest is payable annually, half yearly, quarterly or monthly.</p>
Reissuance and consolidation	Our company shall have right to reissue or consolidate the bonds under present series in accordance with applicable law.	Our company shall have right to reissue or consolidate the bonds under present series in accordance with applicable law.