



DEWAN HOUSING FINANCE CORPORATION LIMITED

Corporate Identity No. (CIN) –L65910MH1984PLC032639

Registered Office: Warden House, 2nd Floor, Sir P. M. Road, Fort, Mumbai - 400 001, Maharashtra, India **Tel:** +91 22 6106 6800; **Fax:** +91 22 2287 1985

Corporate Office: TCG Financial Centre, 10th Floor, BKC Road, Bandra Kurla Complex, Bandra (East), Mumbai - 400098, Maharashtra, India

Tel: (022) 6600 6999, **Fax:** (022) 6600 6998 **Toll free No.:** 1800 22 3435 **Customer Service No.:** 1800 3000 1919

Website: www.dhfl.com; email: response@dhfl.com

NOTICE CONVENING MEETING OF DEBENTURE-HOLDERS

Notice is hereby given that a meeting of debenture-holders of Dewan Housing Finance Corporation Limited (the "**Company**") is proposed to be held on Friday, 5th January, 2018 at 3.30 pm at Meeting Room "Foxtrot", Ground Floor, DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai - 400 099 to transact the following business:

BUSINESS TO BE TRANSACTED:

1. TO ENTER INTO AMENDMENT AGREEMENTS:

To consider and if thought fit, to pass the following resolution as a **Special Resolution:**

"RESOLVED THAT pursuant to the applicable laws, the provisions of the Companies Act, 2013 and the Rules framed thereunder, the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof for the time being in force) and other applicable laws, if any, the consent of the debenture-holders be and is hereby granted to the Company to buy back, re-issue and/or consolidate the Debentures issued by the Company on private placement basis, in full or in part, in one or more tranches, prior to its maturity including on a selective basis, as and when required by the Company;

RESOLVED FURTHER THAT consent be and is hereby granted to the Company to incorporate the following clauses in the Debenture Trust Deed dated 18th September, 2017 ("DTD") for Rs. 125 crores entered into between the Company and Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited) (the "**Trustee**") by executing amendment agreements to the DTD:

"Right to Repurchase Debentures

The Company will have the power exercisable at its sole and absolute discretion from time to time to repurchase all or part of the Debentures at any time prior to the specified maturity date of the Debentures from the open market or otherwise from some or all of the Debenture-holders after obtaining their consent, at a price which is at a discount, at par or at premium, on such terms and conditions as the Company may deem fit in accordance with the Companies Act, 2013 and the guidelines of the National Housing Bank and other authorities under applicable laws.

The right to repurchase Debentures is not a call option and should not be construed as such by anyone. Debenture-holders are under no obligation to sell the Debentures prior to the date of maturity of the Debentures. No prior consent from either the Debenture Trustee or Debenture-holders will be required for any repurchase of the Debentures, other than the consent of those Debenture-holders from whom Debentures are sought to be repurchased. No prior consent from either the Debenture Trustee or Debenture-holders will be required for any re-issue of the Debentures. The right of repurchase and re-issue can be exercised by the Company multiple times during the tenor of the Debentures without applicability of any minimum amount or price of the Debentures.

Such Debentures, at the option of the Company, may be cancelled, held or resold at such price and on such terms and conditions as the Company may deem fit and as permitted under applicable law.

However, charge registered in favour of Debenture Trustee with Registrar of Companies or any other authority, shall continue without any modification / satisfaction until the repurchased debentures are redeemed on the date of maturity or extinguished or cancelled.

Right to Reissue Debentures

Subject to the provisions of the Companies Act, 2013, where the Company has fully redeemed or repurchased any Debenture(s), the Company shall have and shall be deemed always to have had the right to keep such Debenture(s) in effect without extinguishment thereof, for the purpose of resale or reissue and in exercising such right, the Company shall have and be deemed always to have had the power to resell or reissue such Debenture(s) either by reselling

or reissuing the same Debenture(s) or by issuing other Debenture(s) in their place. The aforementioned right includes the right to reissue original Debenture(s) or by issuing other debentures in their place.;"

RESOLVED FURTHER THAT the Board of Directors of the Company (hereinafter referred to as the 'Board', which term shall include the Finance Committee of the Board of Directors or any other Committee constituted or hereafter constituted by the Board for this purpose or any person(s) authorised by the Board to exercise the powers conferred on the Board by this Resolution), be and are hereby authorized to do all such acts, deeds and things and execute all such documents and writings, as it may in its absolute discretion deem necessary or incidental thereto; and authorise the officials of the Company for the aforesaid purpose, as may be deemed fit to give effect to this Resolution."

**By order of the Board of Directors
For Dewan Housing Finance Corporation Limited**

Sd/-

**Niti Arya
Company Secretary
FCS – 5586**

Corporate Office:

TCG Financial Centre, 10th Floor, BKC Road,
Bandra Kurla Complex, Bandra East,
Mumbai – 400098, Maharashtra, India.

Date: 7th December, 2017

Place: Mumbai

NOTES:

- (1) A DEBENTURE-HOLDER ENTITLED TO ATTEND AND VOTE AT THE MEETING, IS ENTITLED TO APPOINT A PROXY TO VOTE IN HIS STEAD AND A PROXY NEED NOT BE A DEBENTURE-HOLDER OF THE COMPANY. DEBENTURE-HOLDERS DESIROUS OF APPOINTING PROXIES ARE REQUESTED TO DELIVER DULY COMPLETED PROXY FORMS (IN THE FORM ATTACHED HERETO) TO THE COMPANY'S REGISTERED OFFICE NOT LESS THAN FORTY-EIGHT HOURS PRIOR TO THE TIME FIXED FOR THE MEETING.
- (2) Debenture-holders / proxies attending the meeting in person are requested to complete the attendance slip (in the form attached hereto) and handover the same at the meeting.
- (3) An Explanatory Statement relating to the business to be transacted at the meeting is annexed hereto.
- (4) A route map of the location of the venue of the meeting is attached hereto.
- (5) Every Debenture-holder during the period beginning twenty-four (24) hours before the time fixed for the commencement of the Meeting and ending with the conclusion of the Meeting, would be entitled to inspect the proxies lodged at any time during the business hours of the Company (i.e. between 10.00 a.m. to 5.00 p.m.), provided that not less than three (3) days prior notice in writing of the intention so to inspect is given to the Company.
- (6) Body Corporate(s) intending to send their authorized representative(s) to attend the Meeting are requested to send to the Company a certified true copy of the relevant resolution / power of attorney authorizing their representative(s) to attend and/or vote on their behalf.
- (7) All relevant documents referred in this Notice and the Explanatory Statement shall be open for inspection by the debenture-holders at the Registered Office of the Company and at the National Office of the Company at DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai – 400 099 during the business hours (10.00 a.m. to 5.00 p.m.) on all working days (except Saturdays) upto the date of the Meeting.

EXPLANATORY STATEMENT

Item No. 1 :

The debenture-holders are informed that pursuant to the applicable laws, the Companies Act, 2013, and the Rules framed thereunder and the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof for the time being in force) the Debenture related documents must have the necessary enabling provisions and flexibility empowering the Company to repurchase or buyback and reissue or consolidate the Debentures.

In view of the above, the Company is desirous of including an enabling provision in the Debenture Trust Deed dated 18th September, 2017 (“DTD”) for Rs. 125 crores executed between the Company and Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited) (the “Trustee”) to enable buy back, re-issue and/or consolidation of the Debentures in full or in part prior to its maturity including on a selective basis, as and when required. The enabling provision shall be included by executing amendment agreement to the DTD.

It is hereby clarified, for the avoidance of doubt, that the provision proposed to be inserted in the DTD by way of amendment is in the nature of an enabling provision and is not intended to be a call option and any prospective repurchase of Debentures in terms of this provision shall be made after obtaining consent of such Debenture-holders from whom Debentures are sought to be repurchased (the “Selling Debenture-holders”) in terms of the amended DTD. Please note that under the amended DTD, consent for a proposed repurchase will be sought from only the Selling Debenture-holders and not from any other Debenture-holders in a particular series.

The Company has executed DTD with the “Trustee” pursuant to which the Company issued rated, secured, non-convertible debentures (the “Debentures”) to various investors (the “Debenture-holders”) on private placement basis. As per the terms of the said DTD, the power of the debenture-holders to assent to any modification of the provisions of the said DTD, shall be exercised by a special resolution of the debenture-holders. Hence, it is proposed to seek the approval of the debenture-holders for execution of amendment agreement and other matters listed above by way of a special resolution as placed at item no. 1 of the notice.

The Board of Directors of the Company has approved the modification in the terms and conditions of Debentures to incorporate provisions enabling buyback, reissue and consolidation of the Debentures subject to consent of the Debenture-holders and Stock exchange(s).

None of the Directors, Key Managerial Personnel of the Company or their relatives are concerned or interested, financially or otherwise in the above resolution.

**By order of the Board of Directors
For Dewan Housing Finance Corporation Limited
Sd/-**

**Niti Arya
Company Secretary
FCS - 5586**

Corporate Office:
TCG Financial Centre, 10th Floor, BKC Road,
Bandra Kurla Complex, Bandra East,
Mumbai - 400098, Maharashtra, India.

Date: 7th December, 2017
Place: Mumbai

Route Map for the Venue of the meeting of Debenture-Holders of Dewan Housing Finance Corporation Limited



Venue : Meeting Room “Foxtrot”, Ground Floor, DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai - 400 099 Prominent Land Mark: between Garware Chowk and Parsi Wada



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Proxy Form

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Debentureholder (s):	
Registered address:	
E-mail Id:	
Folio No/ Clint Id:	
DP ID:	

I/ We being the holders of _____ debentures of the above named Company, hereby appoint:

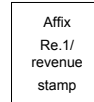
- Name: _____
Address: _____
E-mail Id: _____ Signature: _____, or failing him,
- Name: _____
Address: _____
E-mail Id: _____ Signature: _____, or failing him,
- Name: _____
Address: _____
E-mail Id: _____ Signature: _____.

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the meeting of Debenture-holders of the Company, to be held on 5th January, 2018 at 3.30 pm at Meeting Room "Foxtrot", Ground Floor, DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai - 400 099 and at any adjournment thereof in respect of such resolution as are indicated below:

Resolution No.	Resolution	Optional* (Please mention No. of Debentures)	
		For	Against
Resolution No. 1	TO ENTER INTO AMENDMENT AGREEMENTS		

* It is optional to put a (✓) in the appropriate column against the Resolution indicated in the box. If you leave the 'For' or 'Against' column blank against any Resolution, your proxy will be entitled to vote in the manner as he/she thinks appropriate.

Signed this day of..... 20.....



Signature of Proxy holder(s)

Signature of Debenture-holder



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ATTENDANCE SLIP - MEETING OF THE Debenture-holders

1.	Name(s) of Debenture-holder(s)(in Block Letter(s))	
2.	Registered Address of the Debentureholder	
3.	Name of Proxy holder (if applicable)	
4.	Registered Folio No./DP ID No. and Client ID No. (* Applicable to holders holding debentures in dematerialized form)	
5.	Number of Debentures held:	

I certify that I am a Debenture-holder / Proxy for the Debenture-holder of the Company. I hereby record my presence at the Meeting of the Debenture-holders of the Company held on 5th January, 2018 at 3.30 pm at Meeting Room "Foxtrot", Ground Floor, DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai - 400 099.

Debenture holder's / Proxy's Signature

NOTE : PLEASE FILL ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL

DHFL- DTD No. 9149/2017 Dated 18 September 2017

Notes to Proxy Form:

1. The Proxy, to be effective should be duly stamped, completed, signed and deposited at the registered office of the Company not less than forty-eight hours before the commencement of the meeting.
2. A Proxy need not be a debenture-holder of the Company.
3. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the vote of the other joint holders. Seniority shall be determined by the order in which the names stand in the register of debenture-holders.
4. This form of proxy confers authority to demand or join in demanding a poll.
5. An instrument of Proxy duly filled, stamped and signed, is valid only for the meeting to which it relates including any adjournment thereof.
6. An instrument of Proxy is valid only if it is properly stamped. Unstamped or inadequately stamped Proxies or Proxies upon which the stamps have not been cancelled are invalid.
7. The Proxy-holder should prove his identity at the time of attending the meeting.
8. A proxy form which does not state the name of the Proxy should not be considered valid.
9. If an undated Proxy, which is otherwise complete in all respects, is lodged within the prescribed time limit, it should be considered valid.
10. If a company receives multiple Proxies for the same holdings of a debenture-holders, the proxy which is dated last is considered valid; if they are not dated or bear the same date without specific mention of time, all such multiple Proxies should be treated as invalid.
11. If a Proxy had been appointed for the original meeting and such meeting is adjourned, any proxy given for the adjourned meeting revokes the proxy given for the original meeting.
12. A Proxy later in date revokes any Proxy/Proxies dated prior to such Proxy.
13. A Proxy is valid until written notice of revocation has been received by the company before the commencement of the meeting or adjourned meeting, as the case may be. A Proxy need not be informed of the revocation of the Proxy issued by the debenture-holder. Even an undated letter of revocation of Proxy should be accepted. Unless the articles provide otherwise, a notice of revocation should be signed by the same person who had signed the Proxy.
14. Requisitions, if any, for inspection of Proxies should be received in writing from a debenture-holder at least three days before the commencement of the Meeting.
15. Proxies should be made available for inspection during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting.