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DEWAN HOUSING FINANCE CORPORATION LIMITED

Corporate Identity No. (CIN) – L65910MH1984PLC032639

(Originally Incorporated as "Dewan Housing Finance & Leasing Company Ltd." on 11th April 1984 under the Companies Act, 1956. The name was subsequently changed to "Dewan Housing Development Finance Ltd." on the 26th September 1984 and later to "Dewan Housing Finance Corporation Ltd." on 25th August 1992.)

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 (E), Mumbai -400098;

Tel: 022-66006999; **Fax:** 022-66006998; **E-mail:** info@dhfl.com; **Website:** www.dhfl.com

National Office: DHFL House, 19 Sahar Road, Off Western Express Highway, Vile Parle (East), Mumbai - 400099, Maharashtra, India
India Tel: (022) **Tel:** (022) 7158 3333, **Fax:** (022) 7158 3344

Toll free No.: 1800 22 3435 **Customer Service No.:** 1800 3000 1919; **Website:** www.dhfl.com; **email:** response@dhfl.com

TERM SHEET
for offer Document dated 12th March, 2018 for Rs 1000 Crore

Issuer	Dewan Housing Finance Corporation Limited (the "Issuer / DHFL/Company")
Instrument	Secured Redeemable Rated Listed Non-Convertible Bonds in the nature of Debentures (NCD)
Nature of Instrument	Secured
Amount	Rs. 250 Crores (Rupees Two Hundred Fifty Crores Only)
Option to retain oversubscription (Amount)	Greenshoe option of Rs. 250 Crores (Rupees Two Hundred Fifty Crores Only)
Mode of Issue	Private Placement
Eligible Investors	<ul style="list-style-type: none">• Scheduled Commercial Banks;• Financial Institutions;• Insurance Companies;• Primary/ State/ District/ Central Co-operative Banks (subject to permission from RBI);• Regional Rural Banks;• Mutual Funds;• Companies, Bodies Corporate authorized to invest in Debentures;• Provident Funds, Gratuity, Superannuation & Pension Funds, subject to their Investment guidelines;• Trusts; or

	Any other investor category eligible to invest subject to current applicable rules, act, laws etc.
Objects of the Issue	For the purpose of onward lending, financing and repayment/prepayment of principal and interest of existing borrowings and/or General Corporate Purposes
Rating of the Instrument	CARE AAA; Stable by CARE Ratings
Tenor	653 Days
Put Option	None
Call Option	None
Put/Call Option Date	Not Applicable
Put/ Call Option Price	Not Applicable
Put/Call Option Notification Date	Not Applicable
Coupon Rate	8.40% p.a.
Step up in Coupon Rate	Not Applicable
Step Down in Coupon Rate	Not Applicable
Coupon Payment Frequency	First coupon on 27 th December 2018 and on maturity
Coupon Payment Dates	As per appended Cash Flows
Redemption Date	December 27, 2019
Face Value	Rs 10 lakh per NCD
Day Count Basis	Actual/ Actual
Issue & Redemption Price	At Par
Subscription Amount	Rs. 10,00,000 per NCD
Security	<ul style="list-style-type: none"> • First Paripassu charge on the business assets of the Company with minimum asset cover of 1.0 times at all times • Also secured by a subservient charge over an immovable property.

	<ul style="list-style-type: none"> The company shall execute the Debenture Trust Deed and create charge within 3 months or any other extended period given by the debenture trustee/regulatory authorities from the issue closure date. In case of delay in execution of trust deed and creation of charge, the company 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 investors.
Holiday Convention	<p>A “Business Day”/ “Working Day” shall be a day on which commercial banks are open for business in the city of Mumbai.</p> <p>If any Coupon Payment Date (except Coupon falling due on the Redemption Date) falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day and the interest amount will be the interest accrued on the NCDs until but excluding the Coupon Payment Date originally stipulated. However, the next interest period will continue to commence from the Coupon Payment Dates original stipulated.</p> <p>If the Redemption Date (also being the last Coupon Payment Date) of the NCDs 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.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the immediately preceding Business Day will be considered as the Record Date.</p>
Issue opening date	March 14, 2018
Closing Date	March 14, 2018
Pay in date	March 14, 2018
Deemed Date of Allotment	March 14, 2018
Interest on Application Money	At Coupon rate, i.e., 8.40% p.a.
Record Date	15 days prior to each Coupon Payment / Redemption date
Form of issuance	Demat only
Letter of Allotment	The Issuer should ensure the Demat Credit is issued to investors within 2 working days from the deemed date of allotment of the NCDs.
Documentation	<p>After receiving the in-principle approval from investors the company should ensure that all the consents and resolution required to issue the NCDs are in place. The Issuer should also ensure that any and all regulations pertaining to this are complied with.</p> <p>Main documents:</p> <ol style="list-style-type: none"> Annual Reports for the last three years

	<p>2. Shelf Disclosure Document / Private Placement Offer Letter (complying with SEBI guidelines and Companies Act, 2013) and certified by the Issuer</p> <p>3. Trustees ' consent letter</p> <p>4. Rating letter and rationale (Rating letter not older than 1 month)</p> <p>5. In-principle letter from stock exchange to list the NCDs</p> <p>6. Board resolution</p> <p>7. Shareholders ' resolution under Section 42 of Companies Act, 2013</p>
Trustees	Catalyst Trusteeship Ltd. (formerly GDA Trusteeship Ltd).
Role and Responsibilities of Debenture Trustee	The Company will enter into a Trustee Agreement/Trust Deed, inter-alia, specifying the powers, authorities and obligations of the Company and the Trustees in respect of the Debentures.
Listing	<p>Bombay Stock Exchange (BSE)</p> <p>NCDs will be listed within 20 days from deemed date of allotment on WDM segment</p> <p>In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment , the company will pay penal interest of 2% pa over the coupon rate from the expiry of 30 days from the deemed date of allotment till the date of listing</p>
Default Interest Rate	2% pa over & above the Coupon Rate will be payable by the Company until the default has been waived, in writing, by 66.7% majority Investors or the Instrument has been redeemed in full
Events of Default	<ul style="list-style-type: none"> ○ The Company is unable to, or has admitted in writing its inability to pay its debt as and when due ○ Delay/Default in payment of any amount due on agreed payment dates from the Issuer to the investor ○ Cross default with any other financial indebtedness of the Issuer; ○ Any Material Adverse Effect ○ All other Events Of Default customary to deals of this nature ○ Any information given by the company in its applications to the Debenture holders, in the reports and other information furnished by the Company and the warranties given/deemed to have been given by it to the Debenture holders/trustees is misleading or incorrect in any material respect ○ Failure to maintain Security Cover of 1.0 times on Principal & Coupon at all times during the currency of NCDs ○ A receiver or a liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Company and such appointment is not dismissed within 60 days of appointment. The Company ceases to carry on its business. <p><u>Consequences of Events of Default</u></p> <ul style="list-style-type: none"> ○ Default Interest Rate will be applicable ○ Upon the happening of any Event of Default all outstanding amounts on the Instrument shall stand accelerated and the Debenture Trustee

	<p>will, at the request of the investor, give notice (unless instructed otherwise by the Investors in writing) to the Issuer to pay the outstanding amounts within seven Business Days of the happening of any Event of Default.</p> <ul style="list-style-type: none"> ○ If the Issuer fails to make such payments, the Debentures Trustee shall be entitled to enforce the security (in accordance with the terms of the Transaction Documents). ○ In case of non receipt of monies, from the Issuer, which is adequate to make payment of the outstanding amount, the Debenture Trustee will enforce the Security (unless instructed otherwise by the Investors in writing) and the proceeds from the enforcement of such Security will be appropriated by the Debenture Trustee towards the payment of outstanding amount to the Investors, in terms of the Transaction Documents and the balance if any shall be returned to the Issuer.
Jurisdiction	Courts of Mumbai, India
Terms and Conditions	As per term sheet. In case of any conflict among Transaction Documents, provisions of term sheet shall prevail.

Illustrative Cash Flows per Debenture

Cash Flows Per Debenture	Date	No. of days in Coupon Period	Amount (Rs.)
Coupon Payment Date	Thursday December 27, 2018	288	66,279
Coupon Payment Date	Friday, December 27, 2019	365	84,000
Principal	Friday, December 27, 2019	-	10,00,000

for **Dewan Housing Finance Corporation Limited**

Sd/-

Place: Mumbai
Date : March 12, 2018

P. K. Kumar- Sr. Chief Manager Secretarial