

Edelweiss Housing Finance Ltd

DISCLOSURE DOCUMENT FOR ISSUE BY WAY OF PRIVATE
PLACEMENT OF 100 SECURED, REDEEMABLE, NON-
CONVERTIBLE DEBENTURES OF FACE VALUE OF Rs.
10,00,000/- EACH AGGREGATING TO Rs. 10,00,00,000/-
(THE “ISSUE”)

Private and Confidential - For Private Circulation only

10 December 2014



Private and Confidential - For Private Circulation only

(This Disclosure Document /Private Placement Offer Letter is neither a Prospectus nor a Statement in Lieu of Prospectus)

Dated: **December 10, 2014**

Schedule - I Disclosures as per SEBI (Issue and Listing of Debt Securities) Regulation, 2008 as amended [including Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 through notification dated October 12, 2012] and Form no. PAS-4 pursuant to Section 42 of the Companies Act, 2013 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014

EDELWEISS HOUSING FINANCE LIMITED

Edelweiss Housing Finance Limited was incorporated on May 30, 2008 as a public limited company under the provisions of the Companies Act, 1956. The Company received its Certificate for Commencement of Business on June 12, 2008. Corporate Identity Number: U65922MH2008PLC182906

Registered & Corporate office:

Edelweiss House, Off. C.S.T. Road,

Kalina, Mumbai - 400098, Maharashtra, India.

Tel: +91 22 4009 4400; Fax: +91 22 4019 4890;

E-mail: Rfcompliance@edelweissfin.com; Website: www.edelweissretailfin.com

ISSUE BY WAY OF PRIVATE PLACEMENT BY EDELWEISS HOUSING FINANCE LIMITED (THE "COMPANY" / "ISSUER") OF 100 SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF Rs. 10,00,000/- EACH AGGREGATING TO Rs. 10,00,00,000/- (THE "ISSUE")

GENERAL RISKS

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. For taking an investment decision, the investors must rely on their own examination of the Company and the Issue including the risks involved. The Securities and Exchange Board of India ("SEBI") does not take any responsibility for this Issue in any manner. The issue has not been recommended or approved by the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this Shelf Disclosure Document. Specific attention of investors is invited to the statement of Risk Factors of this Shelf Disclosure Document.

GENERAL DISCLAIMER

This Disclosure Document is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by Edelweiss Housing Finance Limited. This Disclosure Document is for the exclusive use of the intended recipient(s) to whom it is addressed and delivered and it should not be circulated or distributed to third parties. It cannot be acted upon by any person other than to whom it has been specifically addressed. Multiple copies hereof given to the same person / entity shall be deemed to be offered to the same person.

CREDIT RATING

CARE AA (SO) [pronounced as "CARE Double A (**Structured Obligation**)"] by CARE Limited for Rs. 250 Crores Non Convertible Debenture issue. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. CARE reserves the right to suspend/ withdraw/ revise the rating assigned on the basis of new information or in the event of failure on the part of the company to furnish such information, material or clarifications as may be required by CARE.

LISTING

The Debentures are proposed to be listed on the BSE Limited ("BSE" or the "Stock Exchange").

ISSUE PROGRAMME*

ISSUE OPENS ON: December 12, 2014

ISSUE CLOSES ON: December 12, 2014

*The Company reserves the right to extend or close the Issue earlier from the aforesaid dates or change the Issue schedule including the Deemed Date of Allotment at its sole and absolute discretion, without giving any reasons or prior notice.

Each Series shall be subject to the terms and conditions pertaining to the Debentures outlined hereunder and as modified/supplemented by the terms of the respective term sheet filed with the Stock Exchange in relation to such Series and other documents in relation to such issuance. The terms and conditions contained in this Shelf Disclosure Document shall be read in conjunction with the provisions (as may be mutually agreed between the Company and respective Debenture holders from time to time) contained in the respective term sheet and in case of any repugnancy, inconsistency or where there is a conflict between the terms and conditions as are stipulated in the respective term sheet on one hand, and the terms and conditions in the Shelf Disclosure Document (and necessary addendums to the Shelf Disclosure Document) on the other, the provisions contained in the Supplementary term sheet shall prevail over and override the provisions of the Shelf Disclosure Document (and necessary addendums to the Shelf Disclosure Document) for all intents and purposes.

DEBENTURE TRUSTEE	REGISTRAR TO ISSUE
 <p>IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400 001, Maharashtra, India Tel: +91 22 4080 7000 Fax: +91 22 6631 1776/40807080 E-mail: itsl@idbitrustee.com Website: www.idbitrustee.com Contact Person: Mr. Naresh Sachwani</p>	 <p>Link Intime India Private Limited C-13, Pannalal Silk Mills Compound LBS Marg, Bhandup (W), Mumbai 400 078, Maharashtra, India Tel: +91 22 2596 3838 Fax: +91 22 2594 6979 E-mail : ganesh.jadhav@linkintime.co.in Website: www.linkintime.co.in Contact Person: Mr. Ganesh Jadhav</p>

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15.	If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.
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1. DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Disclosure Document.

Term	Description
“Edelweiss Housing Finance Limited” or “EHFL” or the “Company” or the “Issuer”	Edelweiss Housing Finance Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098, Maharashtra, India.
Articles of Association	Articles of association of the Company, as amended from time to time.
Board of Directors/Board	The board of directors of the Company or a committee constituted thereof.
Memorandum of Association	The memorandum of association of the Company, as amended from time to time.
Promoter(s) / Holding Company / Guarantor	Edelweiss Financial Services Limited, Edelweiss Commodities Services Limited
Disclosure Document	Offer Document / Information Memorandum / Offer Letter as per Form no. PAS-4 pursuant to Section 42 of the Companies Act, 2013 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014

Issue Related Terms

Term	Description
Affiliate (s)	Affiliate (s) shall mean with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under direct, indirect or common Control with, such person.
AGM	Annual General Meeting
Application Form	The form in which an investor can apply for subscription to the Debentures.
BSE / Stock Exchange	BSE Limited
Bankers	The banker to the Issue, in this case being Kotak Mahindra Bank Ltd, as the case may be.
Beneficial Owner(s)	Holder(s) of the Debentures in dematerialized form as defined under section 2 of the Depositories Act.
Credit Rating Agency	CARE Limited

Debentures	100 Secured, redeemable, non-convertible debentures of the face value of Rs. 10,00,000/- each aggregating to Rs. 10,00,00,000/-
Debenture Trust Deed	Debenture Trust Deed entered into by and between the Company and IDBI Trusteeship Services Limited (the Debenture Trustees).
Depository(ies)	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996, as amended from time to time, in this case being NSDL and CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time
DP-ID	Depository Participant Identification Number
Disclosure Document	This Disclosure Document /Private Placement Offer Letter through which the Debentures are offered on private placement basis
EGM	Extra Ordinary General Meeting
Equity Shares	Equity shares of the Company of face value of Rs. 10 each.
Events of Default	The occurrence of any one of the events as mentioned in the Trust Deed shall constitute an Event of Default.
FII	Foreign Institutional Investor as defined under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995 and registered with the SEBI under applicable laws in India.
HFC	Housing Finance Company
NHB	National Housing Bank
NPA	Non-Performing Asset
NRI	A person resident outside India, who is a citizen of India or a person of Indian origin and shall have the same meaning as ascribed to such term in the FEMA Regulations.
NSDL	National Securities Depository Limited
OCBs	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly as defined under FEMA Regulations. OCBs are not permitted to invest in this Issue.
PAN	Permanent Account Number
RBI	Reserve Bank of India
Record Date	The date, as may be fixed by the Company, which will be 15 days prior to the Redemption

	Date on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
Registered Debenture Holder	The Debenture holder whose name appears in the Register of Debenture Holders or in the beneficial ownership record furnished by NSDL/CDSL for this purpose.
Register of Debenture Holders	The register maintained by the Company containing the name of Debenture holders entitled to receive coupon/redemption amount in respect of the Debentures on the Record Date, which shall be maintained at the Corporate Office.
SCRA	Securities Contracts (Regulations) Act, 1956
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992.
SEBI Act	The Securities and Exchange Board of India Act, 1992, as amended from time to time.
WDM	Wholesale Debt Market
Working Days	All days except Saturday, Sunday and any public holiday.

Events for Early Redemption:

Force Majeure Event shall mean any war, strike, lock-out, natural disaster, act of terrorism, any restriction on trading in the underlying, an act of state or situations beyond the reasonable control of the Company occurring after an obligation under the Disclosure Document is entered into by the Company, or such obligation has become illegal or impossible, in whole or in part and includes any breakdown, failure or malfunction beyond the control of the Company of any telecommunication or computer system including, without limitation, unavailability or outages or breakdowns of any communication system(s), breach or effect of any virus in the processes or the 'payment and delivery mechanism', sabotage, fire, explosion(s), acts of God, civil commotion or industrial action of any kind, riots, insurrection, acts of Government, computer hacking, unauthorized access to computer data and storage devices and computer crashes.

Issuer Tax Change Event means that, on or after the Deemed Date of Allotment of the Debentures, the imposition of any withholding or deduction on any payments in respect of the Debentures by or on behalf of the Issuer if such withholding or deduction is required by law.

Change in Law means that, on or after the Deemed Date of Allotment of the Debentures (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole discretion that (X) it has become illegal for the Issuer to hold, acquire or dispose of the

Underlying Shares/hedge positions relating to the Debentures, or (Y) the Issuer will incur a materially increased (as compared with the circumstances existing on the Deemed Date of Allotment) cost in relation to the performance of the Issuer's obligations under the Debentures (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer).

Schedule - I Disclosures as per SEBI (Issue and Listing of Debt Securities) Regulation, 2008 as amended [including Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 through notification dated October 12, 2012] and Form no. PAS-4 pursuant to Section 42 of the Companies Act, 2013 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014.

2. ISSUER INFORMATION

i. REGISTERED OFFICE OF THE ISSUER

Edelweiss Housing Finance Limited

Edelweiss House, Off C.S.T. Road,

Kalina, Mumbai – 400 098, Maharashtra, India.

Tel: +91 22 4009 4400; Fax: +91 22 4019 4890;

E-mail: Rfcompliance@edelweissfin.com; Website: www.edelweissretailfin.com

ii. COMPLIANCE OFFICER OF THE ISSUER

Name: Mr. Ajay Jaiswal

Address: 103 & 105, First Floor,

Mercantile House, K.G. Marg,

New Delhi – 110 001, India.

Tel: +91 (11) 4262 9901; E-mail: Ajay.Jaiswal@edelweissfin.com

iii. TRUSTEE OF THE ISSUE

Name: IDBI Trusteeship Services Limited

Address: Asian Building, Ground Floor,

17, R. Kamani Marg, Ballard Estate,

Mumbai – 400 001, Maharashtra, India.

iv. REGISTRAR TO THE ISSUE

Name: Link Intime India Private Limited

Address: C-13, Pannalal Silk Mills Compound

LBS Marg, Bhandup (W), Mumbai – 400 078,

Maharashtra, India.

v. CREDIT RATING AGENCY TO THE ISSUE

Name: Credit Analysis & Research Limited

Address: 4th Floor, Godrej Coliseum,

Somaiya Hospital Road, Off Eastern Express Highway,

Sion (E), Mumbai – 400 022, Maharashtra, India.

vi. AUDITORS OF THE ISSUER

Name: B S R & Associates LLP, Chartered Accountants,

Address: Lodha Excelus,

5th Floor, Apollo Mills Compound

N. M. Joshi Marg, Mahalakshmi,

Mumbai – 400 011, Maharashtra, India.

3. BRIEF SUMMARY OF THE BUSINESS/ ACTIVITIES OF THE ISSUER AND ITS LINE OF BUSINESS

Edelweiss Housing Finance Limited (EHFL) was incorporated on May 30, 2008. It is a non-deposit taking Housing Finance Company (HFC) registered with the National Housing Bank. EHFL is primarily engaged in the business of housing finance, loan against property, balance transfer and top up loan, lease rental discounting to individual and others.

EHFL offers various housing finance products and services to individuals and other customers to suit their requirements. The primary objective of EHFL is to enhance residential housing stock in India through the provision of housing finance on a systematic and professional basis and to promote home ownership throughout India. EHFL has contributed to increasing the flow of resources to housing sector through the integration of the housing finance sector with the overall domestic financial markets in India.

Over a period of time the Company has developed its expertise in this segment of business line. The Company is headquartered in Mumbai and its network of 25 branches across India enables to service clients across locations.

Product Offering

➤ Home Loans

We offer Variable Rate Home Loans and Fixed Rate Home Loans

➤ 25-Year Loans

Our newly launched 25-Year Home Loans help purchase a property and repay in lower / more manageable installments.

➤ **Loan Against Property**

Loan against Property (LAP) is a Loan Facility offered against collateral of Residential / Commercial property. With this product customer can borrow funds against existing property for business as well as investment need.

➤ **Re-financing**

Property purchased with personal funds can be refinanced using our Re-financing services.

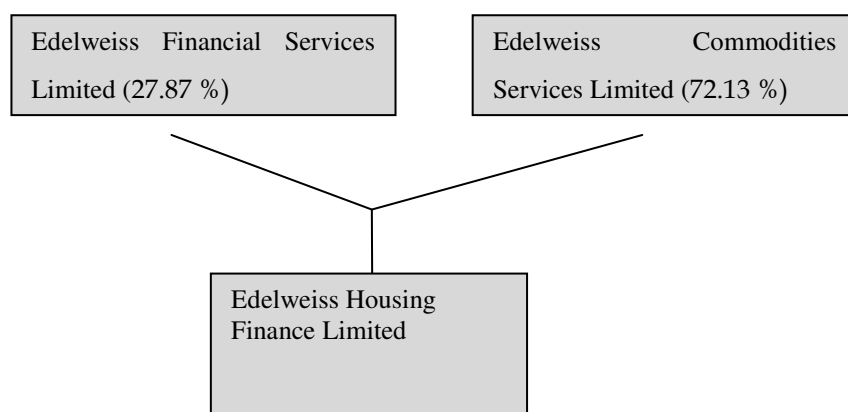
➤ **Balance Transfer and Top Up**

Transfer of existing Home Loan or Loan Against Property to Edelweiss Housing Finance at a attractive rates of interest and for a flexible tenure so that you can benefit from a lower Equated Monthly Installment (EMI). You can also avail of an additional ("Top-Up") loan against the same property.

➤ **Lease Rental Discounting**

We offer loan against rental income from lease contracts with corporate clients.

Corporate Structure:



Key Operational and Financial Parameters for last three audited years (Standalone) ended March 31, 2014

Parameters	Financial Year ended March 31, 2014	Financial Year ended March 31, 2013	Financial Year ended March 31, 2012
Net worth	185,84,54,822	96,10,27,743	67,30,92,247
Total Debt of which -	955,65,83,064	611,26,03,617	416,5066,898
– Non Current Maturities of Long Term Borrowing	735,04,34,684	430,62,76,947	170,00,00,000
Short Term Borrowing	53,98,93,621	112,79,88,575	246,50,66,898
Current Maturities of Long Term Borrowing	166,62,54,759	67,83,38,095	-
Net Fixed Assets	1,66,22,852	2,23,02,443	20,657,753
Other Non Current Assets	8,84,43,757	5,76,41,111	2,99,75,171
Cash and Cash Equivalents (Current)	35,56,54,680	17,41,57,907	3,09,46,959
Current Investments	-	-	-

Current Assets	334,08,12,111	236,70,26,189	11,12,49,380
Current Liabilities (Incl. Provisions)	288,16,66,563	195,43,31,978	6,69,18,309
Assets Under Management	1,155,21,65,463	701,86,95,940	4,77,61,61,615
Off Balance Sheet Assets	-	-	-
Interest Income	107,95,33,725	67,80,85,026	27,78,51,188
Interest Expense	84,62,42,610	56,36,05,789	19,10,26,224
Provisioning & Write-offs	3,67,34,424	1,90,48,859	2,59,69,983
PAT	4,74,27,079	3,79,35,496	(4,45,95,706)
Gross NPA (%)	0.06%	-	--
Net NPA (%)	0.05%	-	---
Tier I Capital Adequacy Ratio (%)	22.83%	13.19%	13.37%
Tier II Capital Adequacy Ratio (%)	0.67%	0.42%	0.00%

Gross Debt: Equity Ratio of the Company (As of 30th June 2014):-

Before the issue of debt securities	5.59x
*After the issue of debt securities	5.66x

* Assuming issue of Rs. 6 crores is fully subscribed.

a) Project cost and means of financing, in case of funding of new projects : **Not applicable**

4. A BRIEF HISTORY OF THE ISSUER

a) History:

It is a non-deposit taking Housing Finance Company (HFC) registered with the National Housing Bank. EHFL is primarily engaged in the business of housing finance, loan against property, balance transfer and top up loan, lease rental discounting to individual and others. EHFL offers various housing finance products and services to individuals and other customers to suiting their requirements. The company has no subsidiary company.

The Company is headquartered in Mumbai and its network of 25 branches across India enables to service clients across locations. The list is attached as ANNEXURE A

b) Capital Structure of the Company as on June 30, 2014:

Particulars	Amount (Rs. in cr)
A. Authorised Capital	
3,85,00,000 Equity shares of Rs. 10 each	38.50
B. Issued, Subscribed and Paid Up Capital	
3,78,50,000 Equity shares of Rs. 10 each	37.85

Paid up capital	
(i) after the offer;	Not applicable
(ii) after conversion of convertible instruments (if applicable)	Not Applicable
D) share premium account (before and after the offer)	Not Applicable

c) Change in share capital as on June 30, 2014 :

(i) Authorized Share Capital and the changes therein:

Date of Change (AGM/EGM)	Amount in Rs.	Particulars / Remarks
At the time of Incorporation	25,00,00,000	2,50,00,000 Equity Shares of Rs.10/- each
19/08/2011 (AGM)	27,00,00,000	Increased from 2,50,00,000 Equity Shares of Rs. 10/- each to 2,70,00,000 Equity Shares of Rs. 10/- each
21/05/2012 (EGM)	30,00,00,000	Increased from 2,70,00,000 Equity Shares of Rs. 10/- each to 3,00,00,000 Equity Shares of Rs.10/- each
26/03/2013 (EGM)	31,50,00,000	Increased from 3,00,00,000 Equity Shares of Rs. 10/- each to 3,15,00,000 Equity Shares of Rs.10/- each
03/03/2014 (EGM)	38,50,00,000	Increased from 3,15,00,000 Equity Shares of Rs. 10/- each to 3,85,00,000 Equity Shares of Rs.10/- each

(ii) Change in Equity Share Capital as on June 30, 2014:

Date of Allotment	No of Equity Shares	Face value (Rs)	Issue Price (Rs.)	Consideration (Cash, other cash, etc)	Nature for Allotment	Cumulative			Remark
						No. of equity shares	Equity Share Capital (in Rs Cr.)	Equity Share Premium (in Rs Cr.)	
At the time of incorporation	50,000	10	10	Cash	Subscriber to Memorandum	50000	0.05	--	--

29.06.2009	25,00,000	10	10	Cash	Allotment to subscriber	25,50,000	2.55	–	--
17.08.2010	1,50,00,000	10	10	Cash	Allotment to Edelweiss Financial Services Limited and Edelweiss Commodities Limited	1,75,50,000	17.55	--	--
15.11.2010	53,00,000	10	30	Cash	Allotment to Edelweiss Commodities Limited	2,28,50,000	22.85	10.60	--
25.08.2011	40,00,000	10	100	Cash	Allotment to Edelweiss Commodities Limited	2,68,50,000	26.85	46.60	–
28.05.2012	25,00,000	10	100	Cash	Allotment to Edelweiss Commodities Limited	2,93,50,000	29.35	69.10	–
22.04.2013	15,00,000	10	100	Cash	Allotment to Edelweiss Commodities Services Limited	3,08,50,000	30.85	82.60	--
27.03.2014	70,00,000	10	100	Cash	Allotment to Edelweiss Commodities Services Limited	3,78,50,000	37.85	145.60	--

d) Details of any acquisitions or amalgamation in the last one year :

None

e) Details of any reorganization or reconstruction in the last one year :

None

5. DETAILS OF THE SHAREHOLDING PATTERN AS ON JUNE 30, 2014

(a) Shareholding pattern of the Company as on June 30, 2014

Sr. No	Name of Shareholders	Total No. of Equity Shares	No. of shares in Demat form	Total Shareholding as % of total no. of equity shares
1	Edelweiss Commodities Services Limited	2,73,00,000	53,00,000	72.13
2	Edelweiss Financial Services Limited (EFSL)*	1,05,50,000	1,05,49,994	27.87
	Total	3,78,50,000	1,58,49,994	100.00

* Includes six individual shareholders who are holding one share each as nominee of Edelweiss Financial Services Limited.

Note: None of the shares are pledged by Promoters.

(b) List of Top 10 holders of Equity Shares of the Company as on June 30, 2014

Sr. No.	Name of Shareholder	No. of Equity Shares held	No of Shares in Demat form	Total Shareholding as % of total no. of equity shares
1	Edelweiss Commodities Services Limited	2,73,00,000	53,00,000	72.13
2.	Edelweiss Financial Services Limited(EFSL)*	1,05,50,000	1,05,49,994	27.87
	Total	3,78,50,000	1,58,49,994	100.00

*Includes 6 shares held by Nominees of EFSL.

Note: None of the shares are pledged by Promoters.

6. OUR MANAGEMENT

The Articles of Association of our Company require us to have not less than 3 (three) and not more than 12 (twelve) Directors. As on June 30, 2014, we have 1 (one) Managing Directors, 3 (three) Non-executive Director and 1 (one) Independent Director.

I). Board of Directors

The general superintendence, direction and management of our affairs and business are vested in the Board of

Directors. Currently, we have 5 (five) Directors on the Board of Directors.

II).DETAILS OF DIRECTORS

a). Names and Addresses of the Directors of the Issuer as on June 30, 2014

Sr. No	Name of Director, Designation	Age(in yrs)	DIN	Address	Director of the Company since	Details of other Directorships
1	Mr. Anil Kothuri Designation : Managing Director & CEO Nationality: Indian Occupation: Service	43	00177945	202, Bellisima, 15 th Road, Bandra (W), Mumbai - 400050 Maharashtra, India	December 1, 2012	i) Edelweiss Insurance Brokers Limited ii) Edelweiss Investment Adviser Limited iii) Edelweiss Retail Finance Limited
2	Mr. Shiva Kumar Designation: Director Nationality: Indian Occupation: Service	61	06590343	Flat No. B/1502, Lodha Bellissimo, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011, Maharashtra, India	August 27, 2013	ZR Renewable Energy Private Limited
3	Mr. Vikas Khemani Designation: Director Nationality: Indian Occupation: Service	38	00065941	1204/12, 12th Floor, Erica, Dosti Acres, Wadala (E), Mumbai - 400 037, Maharashtra, India	May 30, 2008	i) Edelweiss Securities Limited ii) Blue Sky Advisory Services Private Limited
4	Mr. Anurag Madan Designation: Director Nationality: Indian Occupation: Service	65	00010324	D-4/202, Krishna Kaveri, Yamuna Nagar, Andheri (W), Mumbai - 400 053, Maharashtra, India	May 30, 2008	i) Edelweiss Asset Management Limited ii) Edelweiss Insurance Brokers Limited

5	Mr. Uday Shankar Dutt Designation: Director Nationality: Indian Occupation: Professional	62	06466798	0461, ATS Village, Sector 93-A, Noida-201304, Uttar Pradesh, India	January 21, 2013	---
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b).Change in Directors since last three years (for the period April 1, 2011 to June 30, 2014):

Sr. No	Name, Designation	DIN	Date of Appointment / Resignation	Director of company since (in case of resignation)	Remarks
1	Mr. Anurag Madan Designation:- Director	00010324	May 30, 2008	-	Appointment
2	Mr. Ajay Kumar Manglunia Designation:- Director	02861202	August 16, 2013	December 8, 2011	Resignation
3	Mr. Vikas Khemani Designation:- Director	00065941	May 30, 2008		Appointment
4	Mr. Rajeev Mehrotra Designation:- Director	00198137	December 12, 2011	May 30, 2008	Resignation
5	Mr. Anil Kothuri Designation: Managing Director	00177945	December 1, 2012	-	Appointment
6	Mr. Uday Shankar Dutt Designation: Director	06466798	January 21, 2013	-	Appointment
7	Mr. Shiva Kumar Designation: Director	06590343	August 27, 2013	-	Appointment

c). Confirmations

Our Directors have not been identified as willful defaulters by the RBI, ECGC or any government authority.

d). Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons

NIL

e). Debenture holding of Directors:

As on date, none of our Directors hold any debentures in our Company.

f). Remuneration of the Directors

Sl. No.	Name of the Director	March 31, 2014 (Rs.)	March 31, 2013 (Rs.)	March 31, 2012 (Rs.)
1.	Mr. Anil Kothuri	16,25,221/-	25,87,840/-	Nil
2.	Mr. Anurag Madan	Nil	Nil	Nil
3.	Mr. Vikas Khemani	Nil	Nil	Nil
4.	Mr. Shiva Kumar	Nil	Nil	Nil
5.	Mr. Uday Dutt	Nil	Nil	Nil

7. DETAILS OF AUDITORS OF THE COMPANY

a). Details of the auditor of the Company

Name	Address	Auditor since
B S R & Associates LLP, Chartered Accountants	Lodha Excelus, 5 th Floor, Apollo Mills Compound, N. M. Joshi Marg, Mahalakshmi, Mumbai - 400 011, Maharashtra, India.	January 10, 2012

b). Details of changes in auditors since last three years:

Name	Address	Date of Appointment/Resignation	Auditor of the Company since(in case of resignation)	Remarks
NGS & Co	B/46, 3 rd Floor, Pravasi Industrial Estate, Vishweshwar Nagar Road, Goregaon (E), Mumbai- 400 063, Maharashtra, India	January 10, 2012	July 30, 2009	Resigned
BSR & Associates, LLP, Chartered Accountants	Lodha Excelus, 5th Floor, Apollo Mills Compound, NM Joshi Marg, Mahalakshmi, Mumbai 400 011, Maharashtra, India	January 10, 2012	—	—

8. DETAILS OF BORROWINGS AS ON JUNE 30, 2014

a) Details of Secured Loan Facilities :

Lender's name	Type of facility	Amount sanctioned (Rs).	Principal amount outstanding (Rs.)	Repayment Date / Schedule	Security
Andhra Bank	Working Capital	25,00,00,000	23,41,43,485	On demand / One year	Hypothecation of book debts
Andhra Bank	Term Loan I	25,00,00,000	25,00,00,000	Repayable in 36 equal monthly installments of Rs. 0.69 crores after moratorium of 6 months from the date of disbursement	Hypothecation of book debts
Andhra Bank	Term Loan II	50,00,00,000	50,00,00,000	Repayable in 16 equal quarterly installments of Rs. 3.125 crores after moratorium of 9 months from the date of disbursement	Hypothecation of book debts
Canara Bank	Term Loan	50,00,00,000	31,25,53,484	Repayable in 23 equal monthly installments of Rs. 2.08 crores and last installment of Rs. 2.16 crores after moratorium of 11 months from the date of disbursement	Hypothecation of book debts
Corporation Bank	Term Loan	25,00,00,000	25,00,00,000	Repayable in 23 equal quarterly installments of Rs.	Hypothecation of book debts

				1.05 crores and last quarterly installments of Rs. 0.85 crores after initial moratorium of 12 months from the date of disbursement	
DCB Bank Ltd	Term Loan	30,00,00,000	30,00,00,000	Repayable in 8 equal quarterly installment at the end of Moratorium of 12 Month	Hypothecation of Current Assets
DCB Bank Ltd	Working Capital	10,00,00,000	10,00,00,000	On demand / One year	Hypothecation of Current Assets
Federal Bank	Term Loan	25,00,00,000	9,37,26,412	Repayable in 8 equal quarterly installment at the end of Moratorium of 12 Month	Hypothecation of book debts
HDFC Bank Ltd	Term Loan	50,00,00,000	33,33,33,333	Repayable in 12 equal quarterly installments from the date of disbursement	Hypothecation of Current Assets
Karnataka Bank Ltd	Term Loan	50,00,00,000	50,00,00,000	Repayable in 16 equal quarterly installments of Rs. 3.125 crores after initial moratorium of 12 months from the date of disbursement	Hypothecation of Current Assets
Karur Vysya	Term Loan	50,00,00,000	20,83,33,331	Repayable in 12	Hypothecation

Bank Ltd				quarterly installment from the date of first disbursement	of book debts
Kotak Mahindra Bank Ltd	Term Loan	40,00,00,000	34,58,33,333	Repayable in 12 equal quarterly installments from the date of disbursement	Hypothecation of book debts
Kotak Mahindra Bank Ltd	Working Capital	10,00,00,000	10,00,00,000	On demand / One year	Hypothecation of book debts
State Bank of Bikaner & Jaipur	Term Loan	75,00,00,000	75,00,00,000	Repayable in 16 equal quarterly installments after initial moratorium of 1 year from the date of disbursement	Hypothecation of book debts
State Bank of Bikaner & Jaipur	Working Capital	15,00,00,000	13,39,86,235	On demand/One year	Hypothecation of book debts
State Bank of India	Term Loan	100,00,00,000	96,00,00,000	Repayable in 44 equal monthly installments of Rs. 2 crores and 4 equal monthly installments of Rs. 3 crores after initial moratorium of 12 months from the date of disbursement	Hypothecation of book debts
State Bank of India	Working Capital	50,00,00,000	47,21,08,441	On demand/One year	Hypothecation of book debts
Syndicate Bank	Term Loan	40,00,00,000	30,01,06,438	Repayable in 8 equal quarterly installments after	Hypothecation of book debts

				initial moratorium of 11 months from the date of disbursement	
Vijaya Bank	Term Loan	15,00,00,000	13,75,00,000	Repayable in 24 equal quarterly installments after initial moratorium of 12 months from the date of disbursement	Hypothecation of book debts
YES Bank Ltd	Working Capital	10,00,00,000	-	On demand/One year	Hypothecation of Current Assets

b) Details of Unsecured Loan Facilities :

Lender's name	Type of facility	Amount sanctioned (Rs.)	Principal amount outstanding (Rs.)	Repayment Date / Schedule
Edelweiss Commodities Services Limited	Running Loan Account	-	10,02,23,001	Running Loan Account
Edelweiss Financial Services Limited	Running Loan Account	-	92,89,32,589	Running Loan Account

c) Details of Non Convertible Debentures :

Debenture Series	Tenor/ Period of Maturity	Coupon	Amount (Rs.)	Date of Allotment	Redempti on Date/ Schedule	Credit Rating	Secured/ Unsecured
EDELWEISS HOUSING FINANCE LIMITED 11 NCD 04DC17 FVRS10LAC	5 years	11.00% p.a.	150,00,00,000	4 th Dec 2012	Repayable in full on Maturity with a Put-Call option at the end of 3 years	CRISIL AA-	Secured
EDELWEISS HOUSING	1 Year 11 Months 21	Zero Coupon	50,00,00,000	6 th December	Repayable in full on	CARE AA	Secured

FINANCE LIMITED NCD 27NV15 FVRS 10LAC LOA UPTO 03MR14	Days			2013	Maturity at premium to Face value	(SO)	
EDELWEISS HOUSING FINANCE LIMITED NCD 17NV16 FVRS 10LAC LOA UPTO 03MR14	2 Year 10 Months 29 Days	Zero Coupon	40,00,00,000	19 th December 2013	Repayable in full on Maturity at premium to Face value	CARE AA (SO)	Secured
EDELWEISS HOUSING FINANCE LIMITED SR-I NCD 24AP17 FVRS10LAC LOA UPTO 03MR14	3 Years 2 Months 4 Days	Zero Coupon	25,00,00,000	20 th February 2014	Repayable in full on Maturity at premium to Face value	CARE AA (SO)	Secured
EDELWEISS HOUSING FINANCE LIMITED SR-I NCD 23MR17 FVRS10LAC LOA UPTO 03MR14	2 Years 11 Months 23 Days	Zero Coupon	25,00,00,000	28 th March 2014	Repayable in full on Maturity at premium to Face value	CARE AA (SO)	Secured
EDELWEISS HOUSING FINANCE LIMITED SR-III 10.9424 NCD 28AP16 FVRS10LAC	1 Year 11 Months	10.9424% p.a. (Compound ded annually and payable on Maturity)	25,00,00,000	28 th May 2014	Repayable in full on Maturity	CARE AA (SO)	Secured
EDELWEISS HOUSING FINANCE LIMITED SR-IV 10.944 NCD 24AP17 FVRS10LAC	2 Years 10 Months 27 Days	10.944% p.a. (Compound ded annually and payable on Maturity)	6,00,00,000	28 th May 2014	Repayable in full on Maturity	CARE AA (SO)	Secured

d) List of Top 10 Debenture holders as on June 30, 2014

Sr. No.	Name of Debenture holder	Amount (Rs.)
1	Franklin India Short-Term Income Plan	85,00,00,000
2	Kotak Mahindra Trustee Co. Ltd. A/C Kotak Fixed Maturity Plan Series 127	50,00,00,000
3	Franklin India Income Opportunities Fund	42,00,00,000
4	Kotak Mahindra Trustee Co. Ltd. A/C Kotak Fixed Maturity Plan Series 131	40,00,00,000
5	HDFC Trustee Co Ltd A/C HDFC FMP 1175D January 2014 (1)	25,00,00,000

6	HDFC Trustee Co Ltd A/C HDFC FMP 793D February 2014 (1)	25,00,00,000
7	HDFC Trustee Co Ltd A/C HDFC FMP 1127D March 2014 (1)	17,00,00,000
8	Franklin India Corporate Bond Opportunities Fund	15,00,00,000
9	HDFC Trustee Co Ltd A/C HDFC FMP 1095D March 2014 (1)	14,00,00,000
10	Franklin India Income Builder Account	8,00,00,000

- e) The amount of corporate guarantee issued by the issuer along with name of the counter party (like name of the subsidiary, JV entity, group company, etc) on behalf of whom it has been issued :

NONE

- f) Details of Commercial Paper:

The total face value of Commercial Papers outstanding as on June 30, 2014

Maturity Date	Amount Outstanding
NIL	NIL

- g) Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on June 30, 2014:

NONE

- h) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, loans from any bank or financial institutions, deposits, debt securities and other financial indebtedness including corporate guarantee issued by the Company, Statutory dues :

NONE

- (i) Details of outstanding borrowings taken / debt securities issued where taken / issued (a) for consideration other than cash, whether in whole or part, (b) at premium or discount, or (c) in pursuance of an options

The Issuer has not issued any debt securities: (a) for consideration other than cash, whether in whole or part; (b) at premium or discount, or (c) in pursuance of an option as on June 30, 2014.

- j). Details of the Principle terms of assets charged as security as on June 30, 2014:

Chargeholder's name	Type of facility	Amount sanctioned	Repayment Date / Schedule	Security
Andhra Bank	Working Capital	25,00,00,000	On demand / One year	Hypothecation of book debts
Andhra Bank	Term Loan I	25,00,00,000	Repayable in 36 equal monthly installments of Rs. 0.69 crores after	Hypothecation of book debts

			moratorium of 6 months from the date of disbursement	
Andhra Bank	Term Loan II	50,00,00,000	Repayable in 16 equal quarterly installments of Rs. 3.125 crores after moratorium of 9 months from the date of disbursement	Hypothecation of book debts
Canara Bank	Term Loan	50,00,00,000	Repayable in 23 equal monthly installments of Rs. 2.08 crores and last installment of Rs. 2.16 crores after moratorium of 11 months from the date of disbursement	Hypothecation of book debts
Corporation Bank	Term Loan	25,00,00,000	Repayable in 23 equal quarterly installments of Rs. 1.05 crores and last quarterly installments of Rs. 0.85 crores after initial moratorium of 12 months from the date of disbursement	Hypothecation of book debts
DCB Bank Ltd	Term Loan	30,00,00,000	Repayable in 8 equal quarterly installment at the end of Moratorium of 12 Month	Hypothecation of Current Assets
DCB Bank Ltd	Working Capital	10,00,00,000	On demand / One year	Hypothecation of Current Assets
Federal Bank	Term Loan	25,00,00,000	Repayable in 8 equal quarterly installment at the end of Moratorium of 12 Month	Hypothecation of book debts
HDFC Bank Ltd	Term Loan	50,00,00,000	Repayable in 12 equal quarterly installments from the date of disbursement	Hypothecation of Current Assets
Karnataka Bank Ltd	Term Loan	50,00,00,000	Repayable in 16 equal quarterly installments of Rs. 3.125 crores after initial moratorium of 12 months from the date of disbursement	Hypothecation of Current Assets
Karur Vysya Bank Ltd	Term Loan	50,00,00,000	Repayable in 12 quarterly installment from the date of first disbursement	Hypothecation of book debts

Kotak Mahindra Bank Ltd	Term Loan	40,00,00,000	Repayable in 12 equal quarterly installments from the date of disbursement	Hypothecation of book debts
Kotak Mahindra Bank Ltd	Working Capital	10,00,00,000	On demand / One year	Hypothecation of book debts
National Housing Bank	Term Loan	20,00,00,000	Repayable in 60 equal quarterly installments from the date of disbursement	Hypothecation of book debts
State Bank of Bikaner & Jaipur	Term Loan	75,00,00,000	Repayable in 16 equal quarterly installments after initial moratorium of 1 year from the date of disbursement	Hypothecation of book debts
State Bank of Bikaner & Jaipur	Working Capital	15,00,00,000	On demand/One year	Hypothecation of book debts
SBICAP Trustee Company Ltd (Security Trustee on behalf of State Bank of India)	Term Loan	100,00,00,000	Repayable in 44 equal monthly installments of Rs. 2 crores and 4 equal monthly installments of Rs. 3 crores after initial moratorium of 12 months from the date of disbursement	Hypothecation of book debts
SBICAP Trustee Company Ltd (Security Trustee on behalf of State Bank of India)	Working Capital	50,00,00,000	On demand/One year	Hypothecation of book debts
Syndicate Bank	Term Loan	40,00,00,000	Repayable in 8 equal quarterly installments after initial moratorium of 11 months from the date of disbursement	Hypothecation of book debts
Vijaya Bank	Term Loan	15,00,00,000	Repayable in 24 equal quarterly installments after initial moratorium of 12 months from the date of disbursement	Hypothecation of book debts
YES Bank Ltd	Working Capital	10,00,00,000	On demand/One year	Hypothecation of Current

				Assets
IDBI Trusteeship Services Ltd (Debenture Trustee)	Non Convertible Debentures	140,00,00,000	Repayable in full on Maturity at premium to Face value	Pari-passu Charge on receivables and Immovable property of the Company
IDBI Trusteeship Services Ltd (Debenture Trustee)	Non Convertible Debentures	31,00,00,000	Repayable in full on Maturity	Pari-passu Charge on receivables and Immovable property of the Company

9. DETAILS OF PROMOTERS OF THE COMPANY :

Details of Promoter holding in the Company as on June 30, 2014

	Name of Shareholders	Total no.of equity shares	No of shares in demat form	Total shareholding as % of total no of equity shares	No of Shares Pledged	% of Shares pledged with respect to shares owned.
1.	Edelweiss Commodities Services Limited (formerly Comfort Projects Limited)	2,73,00,000	53,00,000	72.13	0	0
2.	Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)	1,05,50,000	1,05,49,994	27.87	0	0

10. Abridged version of Audited Financial information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for last three years and auditor qualifications, if any.

Refer Annexure B

11. (a) Abridged version of Limited Review Half Yearly Financial Information, if any.

Refer Annexure C

(b) Related party transactions entered during the last three financial years immediately preceding the year of circulation of Disclosure Document including with regard to loans made or, guarantees given or securities provided

Refer Annexure D

(c) Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Disclosure Document and their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.

Nil

(d) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.

Nil

(e) Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of Disclosure Document

Refer Annexure E

(f) Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)

NONE

12. (a) Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.

NONE

(b) Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Disclosure Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action.

NIL

(c) Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of Disclosure Document in the case of Company and all of its subsidiaries.

NIL

(d) Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.

NIL

(e) Prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Disclosure Document and if so, section-wise details thereof for the Company and all of its subsidiaries

NIL

- 13. The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) of the SEBI (Issue and Listing of Debt Securities) Regulation, 2008 and in all the subsequent periodical communications sent to the holders of debt securities.**

The Issuer has received the consent of IDBI Trusteeship Services Limited to act as the Trustees on behalf of the Debenture Holders.

- 14. The detailed rating rationale (s) adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies shall be disclosed.**

The rating rationale/letter adopted/issued by the Rating Agency is enclosed as Annexure F.

- 15. If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.**

Edelweiss Financial Services Limited has issued unconditional and irrevocable guarantee securing interest and principal of the Issuer under these Debentures.

- 16. Copy of consent letter from the Debenture Trustee shall be disclosed.**

The copy of consent letter from Debenture Trustee is enclosed as Annexure G.

- 17. Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange**

The Debentures are proposed to be listed on BSE. The designated stock exchange is the BSE.

18. Other details

a) Debenture Redemption Reserve

As per the Rule 18 (7) of Companies (Share Capital and Debenture) Rules 2014, Notification dated June 18, 2014, issued by Ministry of Corporate Affairs, Government of India, Housing Finance Companies registered with National Housing Bank under Housing Finance Companies (NHB) Directions, 2001 are not required to create Debenture Redemption Reserve (DRR) as the debentures are being issued on a private placement basis.

b) Name and address of the Valuer who performed valuation of the security offered, is not applicable in this case.

c) Issue/instrument specific regulations - relevant details (Companies Act, NHB Directions, etc).

- The Companies Act, 2013 and the applicable Rules as amended from time to time
- SEBI (Issue and Listing of Debt Securities) Regulation, 2008 as amended (including Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 through notification dated October 12, 2012).
- National Housing Bank Circular No. NHB.HFC.NCD-DIR. 1 /CMD/2014 Housing Finance Companies issuance of Non-Convertible Debentures on private placement basis (NHB) Directions, 2014 dated March 19, 2014.
- SEBI Circular CIR/IMD/DF/17/2013 dated October 22, 2013.
- SEBI Circular CIR/IMD/DF/18/2013 dated October 29, 2013 to the extent applicable.

d) The Board of Directors has authorized the Operations committee of Board comprising Mr. Anil Kothuri, Managing Director& CEO, Mr. Shiva Kumar, Non Executive Director and Mr. Anurag Madan, Non Executive, Director *inter-alia* to approve the Disclosure Document.

Further, the Directors declare that:

- (i) the company has complied with the provisions of the Act and the rules made thereunder;
- (ii) the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government;
- (iii) the monies received under the offer shall be used only for the purposes and objects indicated in the Offer letter.

e) Application for the Debentures

How to Apply

Applications for the Debentures must be made in the Application Form and must be completed in block letters in English by investors. Application Forms must be accompanied by a cheque or electronic fund transfer instruction

drawn or made payable in favour of "Edelweiss Housing Finance Limited – Debenture Application Money A/c" and marked 'A/c Payee Only' in case of cheques. The full amount of the Debentures applied for has to be paid along with the delivery of the fully completed and executed Application Form together with other applicable documents described below.

Cheques/ electronic fund transfer instruction may be drawn on any bank which is situated and is a member or sub-member of the Bankers' clearing houses located at Mumbai. Investors are required to make payments only through cheques/ electronic transfer payable at Mumbai.

In case the payment is made by Real Time Gross Settlement (**RTGS**), the funds have to be credited to the issuer's current account, the details of which are given below:

Beneficiary Name	Edelweiss Housing Finance Limited – Debenture Application Money A/c
Beneficiary Bank	Kotak Mahindra Bank Ltd
Bank Address	Nariman Point, Mumbai – 400 021
Account Number	9811468672
IFSC Code	KKBK0000958

The Company assumes no responsibility for any applications/cheques/ lost in mail or in transit.

Who can Apply

Nothing in this Disclosure Document shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof through this Disclosure Document, and this Disclosure Document and its contents should not be construed to be a prospectus under the Companies Act as applicable and amended from time to time.

The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures

- Individuals
- Hindu Undivided Family
- Trust
- Limited Liability Partnerships
- Partnership Firm(s)
- Portfolio Managers registered with SEBI
- Association of Persons
- Companies and Bodies Corporate including Public Sector Undertakings.
- Commercial Banks

- Regional Rural Banks
- Financial Institutions
- Insurance Companies
- Mutual Funds
- Any other investor eligible to invest in these Debentures

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

This Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed and only such recipients are eligible to apply for the Debentures. Furthermore, NRIs, OCBs, FIIs and other persons resident outside India are not eligible to apply for or hold the Debentures.

Application by Banks/Corporate Bodies/Mutual Funds/FIs/Trusts/Statutory Corporations

The applications must be accompanied by certified true copies of (i) memorandum and articles of association/constitution/bye-laws/trust deed; (ii) resolution authorizing investment and containing operating instructions; and (iii) specimen signatures of authorized signatories; Application made by an Asset Management Company or custodian of Mutual Fund shall clearly indicate the name of the concerned scheme for which application is being made.

Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signatures of all authorised signatories must be lodged along with the submission of the completed Application Form. Further, modifications/additions in the power of attorney or authority should be delivered to the Company at its Office.

PAN

Each of the applicants should mention his/her/their PAN allotted under the IT Act. Applications without this will be considered incomplete and are liable to be rejected.

Basis of Allotment

The Company has the sole and absolute right to allot the Debentures to any applicant.

Right to Accept or Reject Applications

The Company is entitled at its sole and absolute discretion to accept or reject any application, in part or in full,

without assigning any reason. Application Forms that are not complete in all respects shall be rejected at the sole and absolute discretion of the Company.

Right of Corporation to Purchase & Re-issue Debentures

The Corporation will have the power exercisable at its sole discretion, from time to time to purchase some or all of the Debentures held by the Debenture holder at any time prior to the specified date(s) of redemption. Such buy-back of debentures may be at par or at premium/discount to the par value at the sole discretion of the Corporation. In the event of the Debentures being so purchased and/or redeemed before maturity in any circumstances whatsoever, the Corporation shall have the right to re-issue the Debentures.

Payment of Coupon

Coupon will be paid only to the Debenture holders registered in the Register of Debenture holders or to the Beneficial Owners. Coupon on the Debentures, if any shall be payable on the Redemption Date. The determination of the persons entitled to receive Coupon in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture holders or the Depositories' record) shall be made on the Record Date. In the case of joint holders of Debentures, Coupon shall be payable to the first named Debenture holder.

Redemption

The entire principal amount of the Debentures will be repaid, on or before the Redemption Date. No surrender of debentures by the debentureholders will be allowed prior to the redemption date.

The Debentures held in the dematerialised form shall be taken as discharged on payment of the redemption amount by the Company on maturity to the registered debentureholders whose name appears in the Register of debentureholders on the record date. Such payment will be a legal discharge of the liability of the Company towards the debentureholders. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

The Company's liability to the debentureholders towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any Coupon or compensation from the dates of such redemption.

Place, Currency and Mode of Payment

All obligations of the Company on the Debentures including Coupon, are payable at Mumbai in Indian rupees only. The payments will be made through cheques or RTGS/NEFT/Fund Transfer mode.

Issue of Debentures in Dematerialised Form

The Debentures will be issued only in dematerialized form. The trading in Debentures will be in dematerialized mode only. The Company has made arrangements with the depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Depository Participant's name, DP-ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Company shall take necessary steps to credit the Debentures allotted to the depository account of the investor.

Succession

In the event of demise of a Registered Debenture holder of the Debentures, or the first holder in the case of joint holders, the Company will recognize the executor or administrator of the demised Debenture holder or the holder of succession certificate or other legal representative of the demised Debenture holder as the Registered Debentures holder of such Registered Holder's Debentures if such a person obtains probate or letter of administration or is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter and delivers a copy of the same to the Company. The Company may in its absolute discretion, where it thinks fit, dispense with the production of the probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the demised Debenture holder(s) on production of sufficient documentary proof or indemnity. In case a person other than individual holds the Debentures, the rights in the Debentures shall vest with the successor acquiring interest therein, including liquidator or such any person appointed as per the applicable law.

Notices

The notices, communications and writings to the Debenture holder(s) required to be given by the Company shall be deemed to have been given if sent by registered post/courier to the Registered Debenture holder(s) at the address of the Debenture holder(s) registered with the Corporate Office.

All notices, communications and writings to be given by the Debenture holder(s) shall be sent by registered post or courier by hand delivery to the Company at its Corporate Office or to such persons at such address as may be notified by the Company from time to time and shall be deemed to have been received on actual receipt of the same.

Rights of Debenture holders

The Debenture holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act. The Debenture shall not confer upon the holder the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Company.

Modifications of Rights

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated upon a Special Request or by a Special Resolution duly passed at the meeting of the Debentureholders convened in accordance with the provisions set out in the Fifth Schedule of the Debenture Trust Deed.

Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate /document must be lodged by the debenture holders at the office of the Transfer Agents of the Corporation at least 15 days before the interest payment becoming due. Tax exemption certificate / declaration of non deduction of tax at source on interest on application money, should be submitted along with the application form.

Future Borrowings

Subject to the applicable regulations, the Company shall be entitled, from time to time, to make further issue of Debentures, other debt securities (whether pari passu or junior to the Debentures) and other instruments and securities to any person or persons including to the public or a section of the public and/or members of the Company and/or to raise further loans, advances and/or avail further financial and/or guarantee facilities from financial institutions, banks and/or any other person(s) without any further approval from or notice to the Debenture holders/Debenture Trustee.

Tax Benefits

A debenture holder is advised to consider the tax implications in respect of subscription to the Debentures after consulting his tax advisor.

Coupon Cheques/Refund Cheques

Loss of Coupon cheques/refund cheques should be intimated to the Company immediately. Upon receipt of request for issue of duplicate Coupon cheques/refund cheques, the Company shall consider the same and such issue of duplicate cheques shall be governed by applicable law and any other conditions as may be prescribed by the Company.

Debenture Trustee

The Issuer has received the consent of **IDBI Trusteeship Services Limited** to act as the Trustees on behalf of the Debenture Holders. All the rights and remedies of the Debenture holders shall vest in and shall be exercised by the

Debenture Trustee without referring to the Debenture holders. All investors are deemed to have irrevocably given their authority and consent to IDBI Trusteeship Services Limited to act as their debenture trustee and for doing such acts and signing such documents to carry out their duty in such capacity. Any payment by the Company to the Debenture Trustee on behalf of the Debenture holders shall discharge the Company *pro tanto* to the Debenture holders. Resignation/retirement of the Debenture Trustee shall be as per terms of the trust deed executed between the Company and the Debenture Trustee. A notice in writing to the Debenture holders shall be provided for the same.

Anti Money Laundering

Since these debentures are issued in “compulsory demat mode” and the Company uses depository system for allotment of the debentures, KYC checks conducted by depository participants at the time of accepting the customer or transaction under the prevention of money laundering policy adopted by depositories or depository participant shall be considered adequate irrespective of risk level of the customer or transaction. However, as a matter of a good practice, Company may examine transactions/clients that may fall under “suspicious transactions” category as defined under Prevention of Money Laundering Act, 2002 and seek further information from the clients.

Fictitious Applications

As a matter of abundant caution and although not applicable in the case of Debentures, attention of applicants is specially drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013:

“Any person who –

- i. Makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or
- ii. Makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or
- iii. otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name,

shall be liable for action under section 447.”

19. MANAGEMENT’S PERCEPTION OF RISK FACTORS

Potential investors should consider carefully all the risk factors in this Disclosure Document for evaluating the Issuer and its business and the Debentures before making any investment decision relating to the Debentures. Unless the context requires otherwise, the risk factors described below apply to the Issuer only. If any one of the

following stated risks actually occurs, the Issuer's business, financial conditions and results of operations could suffer and, therefore, the value of the Issuer's Debentures could decline.

Unless specified or quantified in the relevant risk factors, the Issuer is not in a position to quantify the financial or other implications of any risk mentioned herein below:

I. Internal Risks

1. Early Termination for Extraordinary Reasons, Illegality and Force Majeure: If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Debentures has become illegal or impractical in whole or in part for any reason, or the Issuer determines that, for reasons beyond its control, the Issuer may at its discretion and without obligation terminate early the Debentures. If the Issuer terminates early the Debentures, the Issuer will, if and to the extent permitted by applicable law, pay the holder of each such Debenture an amount determined by the Issuer.

2. Interest Rate Risk: Since EHFL is engaged in housing financing activities, its business and income will largely be dependent on interest income from its operations. Interest rates are highly sensitive to many factors, including the monetary policies of RBI and policies of NHB, deregulation of the financial sector in India, domestic and International economic and political conditions, inflation and other factors beyond the control of EHFL. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. There can be no assurance that significant interest rate movements will not have an effect on the results of its operations.

3. Credit Risk: Any lending and investment activity by the Issuer is exposed to credit risk arising from repayment default by borrowers and other counterparties. The Issuer has a systematic credit evaluation process to monitor the performance of its asset portfolio on a regular and continual basis to detect any material development, and constantly evaluate the changes and developments in sectors in which it has substantial exposure and to take timely appropriate remedial actions. The Issuer also undertakes periodic reviews of its entire asset portfolio with a view to determine the portfolio valuation identify potential areas of action and devise appropriate strategies thereon. Despite these efforts, there can be no assurance that repayment default will not occur and in such circumstances may have an effect on its results of operations. The principal amount is subject to the credit risk of the Issuer whereby the investor may or may not recover all or part of the funds in case of default by the Issuer.

4. Increasing competition from banks, financial institutions and HFCs: The successful implementation of Issuers growth plans depends on its ability to face the competition. The main competitors of the Issuer are HFCs, financial institutions and banks. The Issuer, being an HFC, does not have access to large quantities of low cost deposits because of which it may become less competitive. Many of its competitors have significantly greater financial, technical, marketing and other resources. Many of them also offer a wider range of services and financial products than the Issuer does and have greater brand recognition and a larger client base. As the Issuer ventures into offering newer products, it is likely to face additional competition from those who may be better capitalised, have

longer operating history and better management. If the Issuer is unable to manage its business and compete effectively with current or future competitors it might impede its competitive position and profitability.

5. Downgrading in Credit Rating: CARE Ltd has assigned CARE AA (SO) rating for borrowings up to Rs. 250 Crores through NCDs. The Issuer cannot guarantee that this rating will not be downgraded. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. Such a downgrade in the credit rating may lower the value of the Debentures and may also result in the Issuer having to withdraw this borrowing programme.

II. EXTERNAL RISK FACTORS

1. The Debentures may be illiquid

The Company intends to list the Debentures on the WDM segment of the BSE. The Company cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchange(s) and that there would be any market for the Debenture(s). It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realize value for the Debentures prior to settlement of the Debentures.

2. A slowdown in economic growth in India

A slowdown in the Indian economy / GDP may adversely affect Company's business, including its ability to enhance its asset portfolio and the quality of its assets, and its ability to implement certain measures could be adversely affected by a movement in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or a general down trend in the economy. Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact the Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available.

3. Material changes in regulations to which the Company is subject

HFCs in India are subject to detailed supervision and regulation by the NHB, though currently HFC not accepting public deposits are exempt from many provisions.

In addition, the Company is generally subject to changes in Indian law, as well as to changes in regulations and policies and accounting principles. The NHB also requires the Company to make provisions in respect of NPAs. Any changes in the regulatory framework affecting HFCs including the provisioning for NPAs or capital adequacy

requirements could adversely affect the profitability of the Company or its future financial performance by requiring a restructuring of its activities, increasing costs or otherwise. The Company is subject to certain statutory, regulatory, exposure and prudential norms and this may limit the flexibility of the Company's loans, investments and other products.

20. UNDERTAKINGS BY THE INVESTOR:

The following risks associated to the Debentures, is subject to and pursuant to the terms of the Debentures as provided in this Disclosure Document. The initial subscriber by subscribing to, and any subsequent purchaser by purchasing the Debentures, shall be deemed to have agreed, and accordingly the Company shall be entitled to presume, that each of the initial subscriber, and any subsequent purchaser (Debenture holder, as also referred to hereinabove and hereinafter):

(A) has

- (1) sufficient knowledge (including of applicable laws, rules, regulations, circulars), experience and expertise as an investor, to make the investment in such Debentures;
- (2) not relied on either of the Company, or any of its affiliates, holding company, or any person acting on its behalf for any information, advice or recommendations of any sort except as regards the accuracy of the specific factual information about the terms of the Debentures as set out in the Disclosure Document;
- (3) understood that information contained in the Disclosure Document, or any other document issued by the Company is not being construed as business or investment advice; and
- (4) made an independent evaluation and judgment of all risks and merits before investing in the Debentures;

(B) has understood there may be delay in listing of the Debentures and even after being listed, may not be marketable or may not have a market at all;

(C) has understood that without prejudice to (A), and (B) above, the method and manner of computation of, returns and calculations on the Debentures shall be solely determined by the Company, whose decision shall be final and binding;

(D) has understood that in the event that the Debenture holder suffers adverse consequences or loss, the Debenture holder shall be solely responsible for the same and the Company, or any of its affiliates, holding company, or any person acting on its behalf shall not be responsible, in any manner whatsoever, for any adverse consequences or loss suffered by the Debenture holder, including but not limited to, on the basis of any

claim that no adequate disclosure regarding the risks involved was made or that the full risks involved were not explained or understood;

(E) has reviewed the terms and conditions applicable to the Debentures as contained in the Disclosure Document, and understood the same, and, on an independent assessment thereof, confirmed the same to be correct and, found the same acceptable for the investment made and has also reviewed the risk disclosure with respect to the Debentures, and understood the risks, and determined that the Debentures are a suitable investment and that the Debenture holder can bear the economic risk of that investment, including the possibility of receiving lower than expected returns.

(F) has received all the information believed to be necessary and appropriate or material in connection with, and for, the investment in the Debentures;

(G) holds the Debentures as an investment and has not purchased the Debentures on a speculative basis;

(H) as an investor, is knowledgeable about applicable laws, rules, regulations with respect to the Debentures and is experienced in making investments, including in debt instruments and also investments similar to the Debentures;

(I) in investing in the Debentures:

(i) has obtained such independent and appropriate financial, tax, accounting and legal advice as required and/or deemed necessary, to enable the Debenture holder to independently evaluate, assess and understand the appropriateness, merits and risks associated with investing in the Debentures, and also as to the Debenture holders' legal competency and ability (including under applicable laws and regulations), to invest in the Debentures;

(ii) has not, and does not claim to have, received, and has not relied on any advice or statements made or rendered by the Company, or any of its affiliates, holding company, or any person acting on its behalf, with respect to the Debentures, including as to the nature of returns, the probability of any returns or any erosion in the value of the Debentures over their life, or on maturity, redemption, sale or disposal, and none of such entities or persons have made any representations to the Debenture holder, express or implied, with respect to any of the above;

(J) has understood that, at any time during the term of the Debentures, the value of the Debentures may be substantially less than its redemption amount;

(K) undertakes that, if the Debenture holder sells the Debentures to subsequent investors, the Debenture holder shall ensure, and it is the Debenture holder's obligation in that regard, that:

- (1) the subsequent investors receive the terms and conditions, risks and representations contained in the Disclosure Document and any other related document and fully understands the Debentures,
- (2) sale to subsequent investors will be subject to such investors having confirmed the receipt of all of (1) above,
- (3) the sale and transfer of the Debentures shall be effected only in the manner stipulated: by the Stock Exchange in accordance with the rules, regulations and bye-laws of the Stock Exchange;

(L) has the legal ability to invest in the Debentures, and the investment does not contravene any provision of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Debenture holder, or its assets;

(M) where the Debenture holder is a partnership firm, it also confirms that :

- (i) its investing in the Debentures on its terms is within the scope of its investment policy and is not in conflict with the provisions of the partnership deed currently in force;
- (ii) the investment in Debentures is being made by and on behalf of the partners (and binds all the partners jointly and severally), and that the partnership is in force and existing, and the investment has been ratified by all of the partners, jointly and severally;
- (iii) the investment in Debentures has been duly authorised by all the partners, and does not contravene any provisions of the partnership deed, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the partnership or its assets or any of the partners or their respective assets;
- (iv) for any minor as may have been admitted to the benefits of the partnership, the legal guardian of the minor has confirmed that the above applies equally to the minor as if the minor were a partner; and
- (v) for any Hindu Undivided Family ("HUF") that may be partner, the Karta declares that the above equally binds each of the co-parcenors and beneficiaries of the HUF; and

(N) where the Debenture holder is a company, also confirms that:

- (i) notwithstanding the variable nature of the return on the Debentures, the Debenture holder is not precluded under any law, rules, regulations and/ or circular/s issued by any statutory authority/ies including under the Companies Act, 2013 and its Rules, from investing in the Debentures;
- (ii) all necessary corporate or other necessary action has been taken to authorize, and that the Debenture holder has corporate ability and authority, to invest in the Debentures; and

(iii) investment in the Debentures does not contravene any provisions of the memorandum and the articles of association, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Debenture holder or the Debenture holder's assets.

(O) where there is an intermediary who sells the Debentures ("Intermediary"), it also confirms that :

- (i) it is registered with SEBI;
- (ii) it is fully in compliance with the laws and regulations applicable to it, the Prevention of Money Laundering Act, 2002 ("PML Act"), the Prevention of Money Laundering (Maintenance of Records of the Nature and Value of Transactions, the Procedure and Manner of Maintaining and Time for Furnishing Information and Verification and Maintenance of Records of the Identity of the Clients of the Banking Companies, Financial Institutions and Intermediaries) Rules, 2005 ("PML Rules"), the requirements of Circular dated 20th March 2006 "Guidelines on Anti-Money Laundering Standards" of the SEBI ("AML Guidelines") together with the PML Act and the PML Rules, the "AML Laws & Rules", all applicable know-your-client norms ("KYC Guidelines") and all applicable rules, regulation and guidelines issued by any relevant regulator;
- (iii) the Intermediary is appropriately selling the Debentures to its Clients / the investor(s) and such sale of the Debentures is within the scope of its authority and accordingly binds each of the Clients/ investor(s). The Intermediary has independently satisfied itself:
 - (a) as to the suitability and appropriateness of the investment in the Debentures as regards each of the Clients / investor(s);
 - (b) as to the capacity and authority of each of the Clients / investor(s) to invest in such Debentures including obtaining of any licenses, authorizations, permissions, sanctions, consents or approvals; and
 - (c) that such sale of the Debentures will not contravene any applicable law.
- (iv) Should there be any dispute by the Clients / investor(s) or any of them as regards the investment in the Debentures including but not limited to the scope of its authority with regard to such investment, the Intermediary shall be deemed to be the principal and any loss or liability arising out of the investment in the Debentures shall be to Intermediary's own account and/or dealt with entirely by the Intermediary with each of the Clients / investor(s), with no reference to the Issuer;
- (v) the Intermediary has conducted suitability and appropriateness checks on each of its clients / the investor(s) and the Intermediary has fully advised each of its Clients / the investor(s) of the risks relating to investment in the Debentures and the rights of such Clients / investor(s) against the Intermediary as its principal and accepts responsibility for such advice;
- (vi) the Intermediary has strictly complied with all applicable AML Laws & Rules and KYC Guidelines in relation to each of the Clients / investor(s);
- (vii) the Intermediary consents to the disclosure or provision by the Issuer to any governmental or regulatory authority, or under any requirement of law, any information regarding the Client / investor (to the extent made available to the Issuer by the Intermediary) and the investment in the Debenture, as required of the

Issuer under applicable regulations and/or as requested by any governmental or regulatory authority or under a provision of law;

- (viii) the Intermediary shall provide its Clients / the investor(s) with a copy of the Offer Document;
- (ix) the Intermediary shall guide the Clients / investor(s) as to where the valuations (of the Debentures) will be available;
- (x) the Intermediary shall guide the Clients / investor(s) as to the applicable exit loads/exit options/liquidity support, (if any) etc. being provided by the Issuer or through the secondary market;
- (xi) the Intermediary further agrees to provide to the Issuer such additional information that the Issuer deems necessary or appropriate in order for the Issuer to comply with any such regulations and/or requests or requirements;
- (xii) the Intermediary also further agrees (including on the basis of any request made by the Issuer in this regard), to provide, to any governmental or regulatory authority any information regarding any or all of the Clients / investor(s), the investment in the Debenture as required under regulations and/or as requested by any governmental or regulatory or other authority;
- (xiii) the Intermediary further agrees that it is appropriately selling these Debentures to its Clients / the investor(s) and that the activities of the Intermediary has not violated and will not violate applicable laws. The Intermediary confirms and undertakes that it has not and will not use the name of the Issuer or any of its group entities or any of the words in any of its advertisement or any marketing material and the Intermediary has not acted and shall not act in a manner that would render this Issue of Debentures, an offer to the public; and
- (xiv) the Intermediary shall be responsible and liable to the Issuer for any penalties, losses etc. occasioned to the Issuer, its directors or employees, as a result of default or breach by the Intermediary of the confirmations / declarations contained hereinabove.

21. DISCLAIMERS

This Disclosure Document in relation to the Debentures is made available by the Company to the applicant on the further strict understanding that

- (i) the applicant is a "Person Resident in India" as defined under the Foreign Exchange Management Act, 1999,
- (ii) in providing this Disclosure Document to the applicant, the applicant confirms that there will be no violation of rules, regulations and byelaws issued by any applicable authority including those issued by the Securities and Exchange Board of India;
- (iii) the applicant has sufficient knowledge, experience, and professional advice to make his own evaluation of the merits and risks of a transaction of the type under this Disclosure Document; and

(iv) the applicant is not relying on the Issuer nor on any of the affiliates or the Holding Company for information, advice or recommendations of any sort except for the accuracy of specific factual information about the possible terms of the transaction.

The Company is not acting as the advisor or agent of the applicant. This Disclosure Document does not purport to identify for the applicant, the risks (direct or indirect) or other material considerations, which may be associated with the applicant entering into the proposed transaction. Prior to entering into any proposed transaction, the applicant should independently determine, without reliance upon the Company or the affiliates of the Company or the Holding Company, the economic risks and merits, as well as the legal, tax, and accounting characterizations and consequences of the transaction and including that the applicant is able to assume these risks. The Company, and/or the affiliates of the Company or the Holding Company, may act as principal or agent in similar transactions and/or in transactions with respect to instruments underlying a proposed transaction. The Company, and/or the affiliates of the Company and / or the Holding Company may, from time to time, have a long or short proprietary position/s and/or actively trade, by making markets for its clients, in financial products identical to or economically related to those financial products described in this Disclosure Document. The Company may have a commercial relationship with and access to information of reference securities, financial products, or other interests underlying a transaction.

This Disclosure Document and its contents are the Company's property, and are to be considered proprietary information and may not be reproduced or otherwise disseminated in whole or in part without the Issuer's written consent unless required to by judicial or administrative proceeding, and then with prior notice to the Company.

Applicants must understand that while the Debentures would be listed, in view of the nature and complexity of the Debentures, marketability may be impacted in a manner that cannot be determined.

Past performance is not indicative of future performance. Investment in the Debentures may be subject to the risk of loss, meaning the Debenture holder may lose some or all of its investment especially where changes in the value of the transaction may be accentuated by leverage. Even where the Debentures are principal protected, there is a risk that any failure by a person including a counterparty to perform obligations when due may result in the loss of all or part of the investment.

No liability whatsoever is accepted for any loss arising (whether direct or consequential) from any use of the information contained in this Disclosure Document. The Company undertakes no obligation to effect any updates on information. Any opinions attributed to the Company, and/or the affiliates of the Company and / or the Holding Company constitute the Company's judgment as of the date of the material and are subject to change without notice. Provision of information may cease at any time without reason or notice being given.

The past performance of the Company in any product/scheme/instrument etc. is not indicative of the future performance in the same product/scheme/instrument etc or in any other product/scheme/instrument etc either

existing or that may be offered. There is no assurance that past performances indicated in earlier product/scheme/instrument etc will be repeated. Applicants are not being offered any guaranteed or indicative returns through these Debentures.

Applicants must understand that while the issue and other dates are specified, with the change in any regulations by the SEBI or any other regulatory body or for any other reason, the issue itself / these dates can be cancelled / reformed at the discretion of the Issuer and shall be final and binding on the prospective holders /holders of those debentures.

NOTE:

This Disclosure Document is not intended for distribution and it is meant solely for the consideration of the person to whom it is addressed and should not be reproduced by the recipient. The Debentures mentioned herein are being issued on a private placement basis and this offer does not constitute nor should it be considered a public offer/invitation. Nothing in this Disclosure Document shall constitute and/or deem to constitute an offer or an invitation to an offer to the Indian public or any section thereof to subscribe for or otherwise acquire the Debentures. This Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by the Company and have been marked against the serial number provided herein and only such recipients are eligible to apply for the Debentures. Furthermore, NRIs, OCBs, FIIs and other persons resident outside India are not eligible to apply for or hold the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The Company or any other parties, whose names appear herein, shall not be liable for any statements made herein or any event or circumstance arising there from. Potential investors are required to make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

Stock Exchange Disclaimer Clause

It is to be distinctly understood that filing of this Disclosure Document with the Stock Exchange should not, in any way, be deemed or construed that the same has been cleared or approved by the Stock Exchange. The Stock Exchange does not take any responsibility either for the financial soundness of any scheme or the project for which the Issue is proposed to be made, or for the correctness of the statements made or opinions expressed in this Disclosure Document.

22. SUMMARY TERM SHEET

Please find below a summary term sheet.

Security Name	EHFL NCD 05122017
Issuer	Edelweiss Housing Finance Ltd.
Type of Instrument	Redeemable Non-convertible Debenture
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private Placement
Issue Size	100 Debentures aggregating up to Rs. 10,00,00,000/-
Option to retain oversubscription (Amount)	Not Applicable
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures</p> <ul style="list-style-type: none">• Individuals• Hindu Undivided Family• Trust• Limited Liability Partnerships• Partnership Firm(s)• Portfolio Managers registered with SEBI• Association of Persons• Companies and Bodies Corporate including Public Sector Undertakings.• Commercial Banks• Regional Rural Banks• Financial Institutions• Insurance Companies• Mutual Funds• Any other investor eligible to invest in these Debentures
Minimum Application Size	1 Debenture and in multiples of 1 Debentures thereafter.
Face Value	Rs. 10,00,000/- Per Debenture
Issue Price	Rs. 10,00,000/- Per Debenture
Tenor In Days	1089 Days from the Deemed Date of Allotment
Coupon	10.0066% p.a. (compounded annually and payable on maturity)
Redemption Date	5 th December 2017
Redemption Value	Rs. 10,00,000/- Per Debenture

Redemption Premium / Discount	Not applicable
Issue Opening Date	12 th December 2014
Issue Closing Date	12 th December 2014
Proposed time schedule for which the Disclosure Document is valid	Till redemption
Pay-in-Date	12 th December 2014
Deemed Date of Allotment	12 th December 2014
Step up/Step down coupon rate	Not Applicable
Coupon payment frequency	On Maturity
Coupon payment dates *	5 th December 2017
Coupon type	Fixed Coupon
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable
Day Count Basis	Actual / Actual
Default interest rate	In case of default in payment of Coupon and/or principal redemption on the Redemption date, additional interest @ 2% p.a. over the Coupon will be payable by the Company for the defaulting period.
Put Option	Not applicable
Put Option Date	Not applicable
Put Option Price	Not applicable
Put Notification Time	Not applicable
Call Option	Not applicable
Call Option Date	Not applicable
Call Option Price	Not applicable
Call Notification Time	Not applicable
Listing	The Company proposes to list these Debentures on the WDM segment of BSE. The Issuer confirms that the Debentures would be listed within 15 days from the Deemed Date of Allotment.
Issuance mode of Debenture	DEMAT form

Trading mode of the Debenture	DEMAT form only
Depository	NSDL and/ or CDSL
Security	The Debentures will be secured by first pari-passu charge on the standard loan assets of the Company and pari passu charge over an immoveable property owned by the Company as identified in the Debenture Trust Deed. Security cover of 1.0x times
Rating	CARE AA (SO) (pronounced as “CARE Double A (Structured Obligation) ” by CARE Limited for Rs. 250 Crores . Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.
Purpose and objects of the Issue	The Issuer proposes to augment its long term resources to meet its requirements of funds to carry on its business operations
Contribution by Promoters or Director either as part of this offer or separately in furtherance of the objects of the Issue	Nil
Details of the Utilization of the proceeds	The proceeds of the issue of Debentures would be utilized for general corporate purposes.
Settlement	Cheque / pay order will be dispatched by courier or registered post at the address provided in the Application Form / at the address as subsequently notified to the Issuer in writing by Debenture-holder(s) or at the address on the Depository’s record. Where applicable, settlement will be effected by account to account transfer vide Reserve Bank of India’s Real Time Gross Settlement System.
Working Day / Business Day Convention	All days except Saturday, Sunday and any public holiday on which banks in Mumbai are open for business
Holiday Convention	Should any of the date(s), including the Date of Allotment/Deemed Date of Allotment, Put Option Date, or the Record Date or the Interest Payment date, as defined in the Disclosure Document, falls on a Saturday or Sunday or a public holiday or no high value clearing or RTGS is available for any reason whatsoever at a place where the Registered/Corporate Office is situated, the next Working Day shall be considered as the effective date

	Should the Maturity Date or Redemption Date of the debt securities falls on a Saturday, Sunday or a public holiday or no high value clearing or RTGS is available for any reason whatsoever at a place where the Registered/Corporate Office is situated, the redemption proceeds shall be paid on the previous working day
Interest on Application Money	This issue does not contemplate any interest on application money till allotment of Debentures.
Record Date	The date, as may be fixed by the Company, which will be 15 days prior to the redemption date on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
Transaction Documents	<ul style="list-style-type: none"> • Letter appointing Link Intime India Private Limited as Registrar and Transfer Agents • Memorandum and Articles of Association of the Company. • Date of passing of Board Resolution: August 27, 2014 (Copy of Board Resolution as Annexure-H) • Date of passing of resolution in general meeting, authorizing the offer of securities: September 3, 2014 (Copy of Shareholders Resolution as Annexure-I) • Consent Letter from IDBI Trusteeship Services Limited for acting as Debenture Trustee for and on behalf of the holder(s) of the Debentures • Detailed rating rationale adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) from CARE Limited • Debenture Trust deed executed between the Company and IDBI Trusteeship Services Limited • Deed of Hypothecation for the creation of the security, on the standard receivables, in favor of the Debenture Trustee, for the benefit of the Debenture Holders • Any other documentation in form and substance customary for Transactions of this nature
Conditions Precedent to Disbursement	Not applicable

Conditions Subsequent to Disbursement	Not applicable
Events of Default	Please refer “Events of Default” under section Definitions and Abbreviations
Provisions related to Cross Default Clause	Not Applicable
Roles and Responsibilities of Debenture Trustee	<p>Regulation 15 of SEBI (Debenture Trustees) Regulation 1993, prescribes duties of the Debenture Trustees including following :</p> <ol style="list-style-type: none"> 1. Call for periodical reports from the issuer. 2. To take possession of Trust property in accordance with the provisions of the Trust Deed. 3. To enforce security in the interest of the debenture holders. 4. To ensure on a continuous basis that the property charged to debentures is available and adequate at all times to discharge the interest and principal amount payable to debenture holders. 5. To exercise due diligence to ensure compliance by the issuer with the provisions of the Companies Act, the listing agreement of the stock exchange or the trust deed. 6. To take appropriate measures for protecting the interest of debenture holders as soon as there is a breach of Trust Deed. 7. To ascertain that the debentures have been redeemed or converted in accordance to the provisions of the offer document. 8. To inform SEBI immediately of any breach of trust deed or provision and law. 9. To appoint a Nominee Director on the Board of Issuer in the event of <ul style="list-style-type: none"> • Two consecutive defaults in payment of interest to the debenture holders or • Default in creation of security for debentures • Default in redemption of debentures 10. A debenture trustee shall maintain the networth requirements as specified in these regulations on a continuous basis and shall inform the Board immediately in respect of any shortfall in the net worth and in such a case it shall not be entitled to undertake

	<p>new assignments until it restores the networth to the level of specified requirement within the time specified by the Board.</p> <p>11. A debenture trustee may inspect books of account, records, registers of the body corporate and the trust property to the extent necessary for discharging its obligations.</p> <p>As a Debenture Trustee it may have to take steps as he may deem fit-</p> <ol style="list-style-type: none"> 1. To ensure that the assets of the Company issuing debentures are sufficient to discharge the principal amount at all times. 2. To satisfy himself that the prospectus does not contain any matter which is inconsistent with the terms of the Debentures. 3. To ensure that the Company does not commit any breach of covenants of the Trust Deed or Terms of issue of Debentures. 4. To take such reasonable steps to remedy any breach of the covenants of the Trust Deed. <p>To take steps to call a meeting of holders of Debentures as and when such meeting is required to be held.</p>
Governing Law and Jurisdiction	<p>The Debentures are governed by and will be construed in accordance with the Indian law. The Company, the Debentures and Company's obligations under the Debentures shall, at all times, be subject to the directions of the NHB, RBI and the SEBI. The Debenture holders, by purchasing the Debentures, agree that the Mumbai High Court shall have exclusive jurisdiction with respect to matters relating to the Debentures.</p>
Additional Covenants	<p>Default in Payment:</p> <p>In case of default in payment of Coupon and/or principal redemption on the Redemption Date, additional interest @ 2% p.a. over the Coupon will be payable by the Company for the defaulting period.</p> <p>Delay in Listing:</p> <p>In case of delay in listing of the Debentures beyond 20 days from the Deemed Date of Allotment, the Company will pay penal interest @ 1% p.a. over the Coupon from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures to the investor.</p> <p>The interest rates mentioned in the above cases are the minimum interest rates payable by the company and are independent of each other.</p>

Illustration of Cash Flows:

Illustration A: Zero Coupon rate NCD with maturity on Working day

Company	Edelweiss Housing Finance Limited
Face Value (per security) Rs.	10,00,000.00
Issue Date/Date of Allotment	Thursday, March 6, 2014
Redemption	Monday, May 8, 2017
Coupon Rate	0%
Premium on Redemption	Rs. 4,22,992/-
Frequency of the Interest Payment with specified dates	Not Applicable
Day Count Convention	Actual / Actual

Cash Flows	Date	No. of days	Amount (in Rupees)
Principal + Redemption Premium	Monday, May 8, 2017	1159	1,422,992/-
Total			1,422,992/-

Illustration B: Zero Coupon rate NCD with maturity on Holiday

Company	Edelweiss Housing Finance Limited
Face Value (per security) Rs.	10,00,000.00
Issue Date/Date of Allotment	Wednesday, March 5, 2014
Redemption	Saturday, March 5, 2016
Coupon Rate	0%
Premium on Redemption	Rs. 2,31,766/-
Frequency of the Interest Payment with specified dates	Not Applicable
Day Count Convention	Actual / Actual

Cash Flows	Date	No. of days	Amount (in Rupees)
Principal + Redemption Premium	Friday, March 4, 2016	730	12,31,766/-*
Total			12,31,766/-

* Since March 5, 2016 is a holiday, the Principal and Premium will be paid on March 4, 2016. However, the premium will be adjusted accordingly

Illustration C: Fixed Coupon rate NCD with maturity on Holiday

Company	Edelweiss Housing Finance Limited
Face Value (per security)	10,00,000.00
Issue Date/Date of Allotment	Monday, 10 March 2014
Redemption	Saturday, 10 March 2018
Coupon Rate	11.00% p.a.
Frequency of the Interest Payment with specified dates	First Interest payment on 10 th March 2015 and annually on 10 th March every year thereafter and along with Principal payment on maturity
Day Count Convention	Actual / Actual

Cash Flows	Date	No. of days in Coupon Period	Amount (in Rupees)
1st Coupon	Tuesday, 10 March 2015	365	1,10,000/-
2nd Coupon	Thursday, 10 March 2016	366	1,10,000/-
3rd Coupon	Friday, 10 March 2017	365	1,10,000/-
Principal + Coupon	Friday, 9 March 2018	364	11,09,699/-*
Total			14,39,699/-

* Since March 10, 2018 is a holiday, the Principal and Coupon will be paid on March 9, 2018. However, the interest will be adjusted accordingly

Illustration D: Fixed Coupon rate NCD with maturity on Working day

Company	Edelweiss Housing Finance Limited
Face Value (per security)	10,00,000.00
Issue Date/Date of Allotment	Tuesday, 4 March 2014
Redemption	Friday, 7 April 2017
Coupon Rate	11.00% p.a.
Frequency of the Interest Payment with specified dates	First Interest payment on 4 th March 2015 and annually on 4 th March every year thereafter and along with Principal payment on maturity
Day Count Convention	Actual / Actual

Cash Flows	Date	No. of days in Coupon Period	Amount (in Rupees)
1st Coupon	Wednesday, 4 March 2015	365	1,10,000/-
2nd Coupon	Friday, 4 March 2016	366	1,10,000/-
3rd Coupon	Monday, 6 March 2017	367	1,10,603/-
Principal + Coupon	Friday, 7 April 2017	32	10,09,644/-
Total			13,40,247/-

Illustration E: Fixed Coupon rate NCD with coupon compounded annually and payable on maturity on Working day

Company	Edelweiss Housing Finance Limited
Face Value (per security)	10,00,000.00
Issue Date/Date of Allotment	Friday, December 12, 2014
Redemption	Tuesday, December 5, 2017
Coupon Rate	10.0066% p.a. (compounded annually & payable on maturity)
Redemption Value	Rs. 10,00,000/-
Frequency of the Interest Payment with specified dates	On maturity – December 5, 2017
Day Count Convention	Actual / Actual

Cash Flows	Date	No. of days in Coupon Period	Amount (in Rupees)
Principal + Coupon	Tuesday, December 5, 2017	1089	13,28,917/-
Total			13,28,917/-

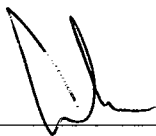
23. DECLARATION

It is hereby declared that this Disclosure Document contains full disclosure in accordance with Form no. PAS-4 pursuant to Section 42 of the Companies Act, 2013 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide Circular No. LAD-NRO/GN/2008/13/127878 dated June 06, 2008 and as amended from time to time including SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide Circular No. LAD-NRO/GN/2012-13/19/5392 dated 12th October, 2012 and NHB Direction's Notification No. NHB.HFC.NCD-DIR. 1/CMD/2014 dated 19th March, 2014. The Issuer also confirms that this Disclosure Document does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading. The Disclosure Document also does not contain any false or misleading statement. The Issuer accepts no responsibility for the statements made otherwise than in this Disclosure Document or in any other material issued by or at the instance of the Issuer and any one placing reliance on any other source of information would be doing so at his own risk.

I am authorized by the Board of Directors of the Company vide resolution number 7 dated August 27, 2014 to sign this Disclosure Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this Disclosure Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association .

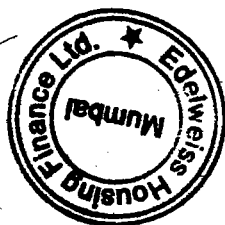
It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For Edelweiss Housing Finance Ltd



Name: Anil Kothuri

Designation: MD & CEO



Place: Mumbai

Date: 10th December 2014

DECLARATION BY THE INVESTOR

I/We hereby confirm that I/we have reviewed, read and understood the terms and conditions contained in the Disclosure Document, including the payoff calculation, the Early Redemption Option and the liquidity risks and found the same acceptable for investment.

I/We hereby confirm that we have been explained the nature of these Debentures. Further, I/We understand the nature of the risks inherent in an investment in these Debentures.

#Sole/First Applicant

Second Holder

Third Holder

Name:

Signature

#In case of corporate/HUF/partnership, authorized signatories with stamp

ANNEXURE A

Edelweiss Housing Finance Limited

List of Branch Offices as on June 30, 2014

S. No.	Branch or Office or Representative Office outside India	State	City/Village	Complete Address
1	Branch Office	Maharashtra	Mumbai	Edelweiss House, Off CST road, Kalina, Santacruz (East), Mumbai – 400098
2	Branch Office		Pune	Ground Floor, Unit G 4 and G 5, Pride kumar Senete-I, Senapati Bapat road, Shivaji Nagar, Pune – 411016
3	Branch Office	Andhra Pradesh	Hyderabad	2nd Floor, MB Towers, LV Prasad Marg, Opp. Trendest Tower, Banjara Hills, Hyderabad - 500034
4	Branch Office		Tirupathi	575/1,2rd Floor, PMR complex, V.V. Mahal Road, Opp IOB, Tirupathi-517501, Andhra Pradesh
5	Branch Office		Vijayawada	Door No: 24-16-75, 1st Floor, Adhilakshmi Estates, Besant Road, near LIC Building, Governorpet, Vijayawada -520002
6	Branch Office	Delhi	Delhi	103, First Floor, Mercantile House, Next to Surya Kiran Building, 15 K.G. Marg, New Delhi - 110001.
7	Branch Office	Karnataka	Bangalore	2nd Floor, No. 421/A, 6th Block, Koramanagala, 80 Feet Road, Bangalore – 560 095
8	Branch Office		Mysore	No.1362, First Floor, G & H Block, Panchamantra Road, Kuvempunagar, Mysore-570023
9	Branch Office	Gujarat	Ahmedabad	501, 5 th Floor, Broadway Business Centre, Opp. Samartheshwar Mahadev Temple, Law Garden, Ahmedabad-380006
10	Branch Office		Surat	4th Floor, C-406, International Trade Centre,Near Majura Gate, Ring Road, Surat,Gujarat - 395 002.
11	Branch Office		Baroda	3rd floor, Savoy Complex, Near DCB Bank, Old Padra road, Baroda – 390012
12	Branch Office	Rajasthan	Jaipur	Office No. 601, 602 & 607, 6th Floor Green House, 0-15 Ashok Marg, C-Scheme, jaipur-302001, Rajasthan
13	Branch Office	Tamil Nadu	Chennai	3rd Floor, M . T Rajan Properties, 40 Bazzulah Road, T. Nagar, Chennai, Tamil Nadu - 600 017

14	Branch Office	Tamil Nadu	Ambattur - Chennai	No.38 A, 1st Floor, North Park Street, Ambattur, Chennai- 600 053
15	Branch Office		Salem	5/241-F, 1st Floor, Rathna Arcade, Five Road, Meyyanur, Salem, Tamil Nadu- 636 004
16	Branch Office		Coimbatore	41A, 2nd Floor, West Lokmanya Street, RS Puram, Coimbatore, Tamilnadu - 641002
17	Branch Office		Trichy	No. 55, S N Tower, 1st Flr, Thennur High road, Trichy, Tamilnadu - 620017
18	Branch Office		Madurai	16&17, 2nd Floor, A R Plaza, KRV Arcade, Simmakal, Madurai, Tamilnadu - 625001
19	Branch Office		Erode	No 5/1, 2nd floor, MMK Complex, near Royal Theatre, Mettur road, Erode, Tamilnadu - 638011
20	Branch Office		Tuticorin	No 14, 2nd Floor, Elim Complex, Above Canara Bank, Toovipuram Main Road, Toovipuram, Tuticorin 628 003
21	Branch Office		Thanjavur	Nos. 11 & 12, 1st Floor, Sri Lakshmi Complex, Kalanjiyam Garden, Thanjavur - 613 005
22	Branch Office		Vellore	Old No 120, New No 109 A, First Floor, Chittoor Main Road, Katpadi, Vellore - 632 007
23	Branch Office		Hosur	Sri Balaji Towers, H - 14, Phase - 6 Bagalur Road, Hosur - 635 109
24	Branch Office		Tiruppur	Dhanams's Towers, II nd - Floor, No-1, Binny Main Road, Tiruppur-641601, Tamilnadu
25	Branch Office	Pondicherry	Pondicherry	Plot No.11, no 156/3, ECR Road, Lawspet, Pondicherry - 605008.

Edelweiss Housing Finance Limited
 Regd. Off & Corp Off: Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098, Tel: +91-22-40094400 Fax: +91-22-40795087
 website: www.edelweissfin.com

Abridged Balance Sheet as at 31 March 2014
 (pursuant to Clause 219(1)(b)(iv) of the Companies Act)

(Rs in Thousands)

Particulars	Year Ended		
	31 March 2014	31 March 2013	31 March 2012
I EQUITY AND LIABILITIES			
(1) Shareholders' funds			
(a) Share capital			
(i) Equity	378,500	293,500	268,500
(b) Reserves and surplus			
(i) Securities premium account	1,456,000	691,000	466,000
(ii) Special Reserve under section 29C of The National Housing Bank Act, 1987	17,216	7,730	143
(iii) Surplus in statement of profit and loss	6,739	(31,202)	(61,551)
	1,858,455	961,028	673,092
(2) Share application money pending allotment		150,000	
(3) Non-current liabilities			
(a) Long-term borrowings	7,350,435	4,306,277	1,700,000
(b) Other Long-term liabilities	43,309	24,213	12,634
(c) Long-term provisions	44,272	24,615	22,461
	7,438,016	4,355,105	1,735,096
(4) Current liabilities			
(a) Short-term borrowings	539,894	1,127,989	2,465,067
(b) Trade payables	24,485	16,885	16,967
(c) Other Current Liabilities	2,282,009	799,297	47,337
(d) Short-term provisions	35,278	10,162	1,456
	2,881,667	1,954,332	2,530,828
TOTAL - EQUITY AND LIABILITIES (1+2+3+4)	12,178,138	7,420,465	4,939,016
II ASSETS			
(4) Non-current assets			
(a) Fixed assets			
(i) Tangible Assets (Original cost less depreciation)	9,744	8,922	8,288
(ii) Intangible Assets (Original cost less depreciation/amortisation)	6,879	13,381	12,369
(b) Non-current investments	-	-	-
(c) Deferred tax assets (net)	13,554	4,412	-
(d) Long-term loans and advances	8,796,546	5,026,725	4,685,861
(e) Other non current assets	10,603	-	-
	8,837,325	5,053,439	4,706,519
(5) Current assets			
(a) Current investments	-	-	-
(b) Stock-in-trade	-	-	-
(c) Trade Receivables	46,759	85,943	42,912
(d) Cash and bank balances	355,655	174,158	30,947
(e) Short-term loans and advances	2,845,482	2,058,835	130,028
(f) Other current assets	92,917	48,091	28,610
	3,340,812	2,367,026	232,497
TOTAL ASSETS (4+5)	12,178,138	7,420,465	4,939,016

Abridged Profit & Loss Account for the year ended 31 March 2014
 (pursuant to Clause 219(1)(b)(iv) of the Companies Act)

(Rs in Thousands)

Particulars	Year Ended		
	31 March 2014	31 March 2013	31 March 2012
I. Income			
Revenue from Operations			
(a) Fee and commission income	83,545	96,536	6,251
(b) Income/(loss) from treasury			-
(c) Interest income	1,079,534	678,085	277,851
(d) Other operating revenue		-	-
Net revenue from operations	1,163,079	774,621	284,102
II. Other Income	349	298	95
III. Total Income (I+II)	1,163,428	774,919	284,197
IV. Expenditure			
(a) Employee benefits expense	65,197	46,425	58,747
(b) Finance Costs	846,243	563,606	191,026
(c) Depreciation and amortisation expenses	12,288	9,980	6,903
(d) Other expenses	166,646	120,844	72,117
Total Expenditure	1,090,374	740,855	328,793
V. Profit before tax (III - IV)	73,054	34,064	(44,596)
VI. Tax expenses			
(a) Current tax	34,768	7,167	-
(b) MAT credit entitlement		(6,627)	-
(c) Deferred tax	(9,142)	(4,412)	-
VII. Profit for the year (V - VI)	47,428	37,936	(44,596)
VIII. Earnings per equity share (Face value Re. 1 each) :			
(a) Basic	1.54	1.31	(1.77)
(b) Diluted	1.54	1.31	(1.77)

<p>Edelweiss Housing Finance Limited Regd. Off & Corp Off: Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098, Tel: +91-22-40094400 Fax: +91-22-40795087 website: www.edelweissfin.com</p>			
Abridged Cash Flow Statement for the year ended 31 March 2014			
(pursuant to Clause 219(1)(b)(iv) of the Companies Act)			
			(Rs in thousands)
Particulars	Year Ended		
	31 March 2014	31 March 2013	31 March 2012
1. Cash (used in) / flows from operating activities	(4,022,903)	(2,192,701)	(3,989,063)
2. Cash used in investing activities	(7,642)	(30,325)	(13,153)
3. Cash flows from financing activities	4,211,298	2,347,537	4,031,648
4. Net increase in cash and cash equivalents (1+2+3)	180,753	124,511	29,432
5. Cash and cash equivalents at the beginning of the year	155,458	30,947	1,515
6. Cash and cash equivalents at the end of the year	336,211	155,458	30,947

Edelweiss Housing Finance Limited

CIN : U65922MH2008PLC182906

Regd. Off: Edelweiss House, Off C.S.T. Road, Kalina, Mumbai - 400 098, Tel: +91-22-40094400 Fax: +91-22-40194890
website: www.edelweissretailfin.com

Unaudited Financial Results for the half year ended on September 30, 2014 (pursuant to Clause 29 of the Listing Agreement for debt securities)

(Rs. in Lacs)

Particulars	Half Year ended		Year ended
	September 30, 2014	September 30, 2013	March 31, 2014
	Unaudited	Unaudited	Audited
1. Interest earned (a)+(b)+(c)+(d)	7,780.28	4,638.37	10,795.34
(a) Interest on advances	7,766.84	4,630.22	10,772.61
(b) Income on investments (including fixed deposits)	13.44	8.15	22.73
(c) Interest on balances with Reserve Bank of India and other inter bank funds	-	-	-
(d) Others	-	-	-
2. Other Income	697.96	338.35	838.94
3. Total Income (1+2)	8,478.24	4,976.72	11,634.28
4. Interest Expended	5,763.80	3,722.92	8,462.43
5. Operating Expenses (i)+(ii)	1,428.64	958.42	2,196.86
(i) Employees cost	526.99	325.16	651.97
(ii) Other operating expenses	901.65	633.26	1,544.89
6. Total Expenditure (4+5) excluding provisions and contingencies	7,192.44	4,681.34	10,659.29
7. Operating Profit before Provisions and Contingencies (3-6)	1,285.80	295.38	974.99
8. Provisions (other than tax) and Contingencies	313.96	91.53	244.46
9. Exceptional Items	-	-	-
10. Profit (+)/ Loss (-) from Ordinary Activities before tax (7-8-9)	971.84	203.85	730.53
11. Tax expenses	325.47	66.14	256.26
12. Net Profit (+)/ Loss (-) from Ordinary Activities after tax (10-11)	646.37	137.71	474.27
13. Extraordinary items (net of tax expense)	-	-	-
14. Net Profit (+)/ Loss (-) for the period (12-13)	646.37	137.71	474.27
15. Paid-up equity share capital (Face Value of Rs.10 each)	3,785.00	3,085.00	3,785.00
16. Reserves excluding Revaluation Reserves (as per balance sheet of previous accounting year)			14,799.55
17. Analytical Ratios			
(i) Capital Adequacy Ratio	17.13%	18.51%	23.50%
(ii) Earnings Per Share (In Rupees) (Basic and Diluted) (See note 2)	1.71	0.45	1.54
18. NPA Ratios			
(a) % of Gross NPA to Total credit exposure	0.81%	0.04%	0.06%
(b) % of Net NPA to Total credit exposure	0.69%	0.03%	0.05%
19. Return on Assets (See note 3)	0.48%	0.17%	0.48%

Notes:-

1) The above unaudited financial results of Edelweiss Housing Finance Limited ("EHFL" or "the Company") for the half year ended September 30, 2014 have been subjected to a 'Limited Review' by the Statutory Auditors of the Company and have been reviewed and recommended by the Audit Committee and approved by the Board of Directors at its meeting held on November 13, 2014.

2) Earnings per share for the half year ended September 30, 2014 and September 30, 2013 have been calculated for six months and not annualised.

3) Return on Assets has been computed as a percentage of profit after tax to average total assets and not annualised for half year ended results.

Date: November 13, 2014

Place: Mumbai

By order of the Board

Anil Kothuri
Managing Director

Edelweiss Housing Finance Limited

CIN : U65922MH2008PLC182906

Regd. Off: Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098, Tel: +91-22-40094400 Fax: +91-22-40194890
website: www.edelweissretailfin.com

Financial Results for the year ended March 31, 2014 (pursuant to Clause 29 of the Listing Agreement for debt securities)

(Rs in lacs)

Particulars	Half Year Ended		Year Ended	
	March 31, 2014	March 31, 2013	March 31, 2014	March 31, 2013
	Unaudited	Unaudited	Audited	Audited
1. Interest earned (a)+(b)+(c)+(d)	6,156.97	3,673.54	10,795.34	6,780.85
(a) Interest on advances	6,142.39	3,673.06	10,772.61	6,780.37
(b) Income on investments (including fixed deposits)	14.58	0.48	22.73	0.48
(c) Interest on balances with Reserve Bank of India and other inter bank funds	-	-	-	-
(d) Others	-	-	-	-
2. Other Income	500.59	539.77	838.94	968.34
3. Total Income (1+2)	6,657.56	4,213.31	11,634.28	7,749.19
4. Interest Expended	4,739.51	3,011.67	8,462.43	5,636.06
5. Operating Expenses (i)+(ii)	1,238.44	958.82	2,196.86	1,681.81
(i) Employees cost	326.81	300.92	651.97	464.25
(ii) Other operating expenses	911.63	657.90	1,544.89	1,217.56
6. Total Expenditure excluding Provisions and Contingencies (4+5)	5,977.95	3,970.49	10,659.29	7,317.87
7. Operating Profit before Provisions and Contingencies (3-6)	679.61	242.82	974.99	431.32
8. Provisions (other than tax) and Contingencies	152.93	49.79	244.46	90.69
9. Exceptional Items	-	-	-	-
10. Profit from Ordinary Activities before tax (7-8-9)	526.68	193.03	730.53	340.63
11. Tax expenses	190.12	(21.94)	256.26	(38.72)
12. Net Profit from ordinary activities after tax (10-11)	336.56	214.97	474.27	379.35
13. Extraordinary items (net of tax expense)	-	-	-	-
14. Net Profit for the period (12-13)	336.56	214.97	474.27	379.35
15. Paid-up equity share capital (Face Value of Rs.10 each)	3,785.00	2,935.00	3,785.00	2,935.00
16. Reserves excluding Revaluation Reserves (as per balance sheet of previous accounting year)	-	-	14,799.55	6,675.28
17. Analytical Ratios				
(i) Capital Adequacy Ratio	23.50%	13.60%	23.50%	13.60%
(ii) Earnings Per Share (inRupees) (Basic and Diluted) (see note 3)	1.09	0.73	1.54	1.31
18. NPA Ratios (see note 4)				
a) % of Gross NPA to Total credit exposure	0.06%	-	0.06%	-
b) % of Net NPA to Total credit exposure	0.05%	-	0.05%	-
19. Return on Assets (see note 5)	0.31%	0.32%	0.48%	0.61%

Notes:-

1) The above audited financial results of Edelweiss Housing Finance Limited ("EHFL" or "the Company") for the year ended March 31, 2014 have been reviewed and recommended by the Audit Committee and approved by the Board of Directors at its meeting held on May 13, 2014.

2) CARE has assigned the rating of "CARE AA (SO)" (pronounced 'CARE Double A(Structured Obligation)') to a Non Convertible Debenture programme of Rs. 25,000 lacs, CRISIL has assigned the rating of 'CRISIL A1+' (pronounced 'CRISIL A one plus') to the short term debt programme of Rs. 50,000 lacs, the ratings of "CRISIL AA-/ Stable" (Pronounced 'CRISIL double A minus rating with stable outlook') to the long term Non Convertible Debenture programme of Rs. 15,000 lacs of the Company & the ratings of "CRISIL AA-/ Stable" (Pronounced 'CRISIL double A minus rating with stable outlook') to the Bank Facilities of Rs. 78,500 lacs of the Company. The ratings mentioned for these programmes continue to remain in force.

3) Earnings per share for the half year ended 31 March 2014 and half year ended 31 March 2013 have been calculated for six months and not annualised.

4) NPA ratios have been computed on total credit exposure.

5) Return on Assets has been computed as a percentage of profit after tax to average total assets and not annualised for half year ended results.

6) In accordance with the Debenture Trust Deed(s) entered into between the Company and the Debenture Trustees, the Company has maintained adequate Asset Cover in respect of the Secured Redeemable Non-convertible Debentures issued by the Company.

7) The previous financial year/period figures have been regrouped /reclassified wherever necessary to conform to current financial year/period presentation.

Date: May 13, 2014
Place: Mumbai

By order of the Board

Anil Kothuri
Managing Director & CEO

Edelweiss Housing Finance Limited

Regd. Off: Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098, Tel: +91-22-40094400 Fax: +91-22-42273838
website: www.edelweissretailfin.com

Financial Results for the year ended March 31, 2013 (pursuant to Clause 29 of the Listing Agreement for debt securities)

(Rs in Lacs)

Particulars	Half Year Ended		Year Ended	
	March 31, 2013	March 31, 2012	March 31, 2013	March 31, 2012
	Unaudited	Unaudited	Audited	Audited
1. Interest earned (a)+(b)+(c)+(d)				
(a) Interest on advances	3,673.06	1,936.88	6,780.37	2,778.51
(b) Income on investments (including fixed deposits)	0.48	-	0.48	-
(c) Interest on balances with Reserve Bank of India and other inter bank funds	-	-	-	-
(d) Others	-	-	-	-
2. Other Income	539.77	48.39	968.34	63.46
3. Total Income (1+2)	4,213.31	1,985.27	7,749.19	2,841.97
4. Interest Expended	3,011.67	1,334.74	5,636.06	1,910.26
5. Operating Expenses (i)+(ii)	-	-	-	-
(i) Employees cost	300.92	227.41	464.25	587.47
(ii) Other operating expenses	657.90	474.25	1,217.56	599.53
6. Total Expenditure excluding Provisions and Contingencies (4+5)	3,970.49	2,036.40	7,317.87	3,097.26
7. Operating Profit (+)/ Loss (-) before Provisions and Contingencies (3-6)	242.82	(51.13)	431.32	(255.29)
8. Provisions (other than tax) and Contingencies	49.79	106.29	90.69	190.67
9. Exceptional Items	-	-	-	-
10. Profit (+)/ Loss (-) from Ordinary Activities before tax (7-8-9)	193.03	(157.42)	340.63	(445.96)
11. Tax expenses	(21.94)	-	(38.72)	-
12. Net Profit(+)/ Loss(-) from ordinary activities after tax (10-11)	214.97	(157.42)	379.35	(445.96)
13. Extraordinary Items (net of tax expense)	-	-	-	-
14. Net Profit (+)/Loss(-) for the period (12-13)	214.97	(157.42)	379.35	(445.96)
15. Paid-up equity share capital (Face Value of Rs. 10 each)	2,935.00	2,685.00	2,935.00	2,685.00
16. Reserves excluding Revaluation Reserves	-	-	6,675.28	4,045.92
17. Analytical Ratios				
(i) Capital Adequacy Ratio	13.60%	13.37%	13.60%	13.37%
(ii) Earnings Per Share (Basic and Diluted) (refer note 2)	0.73	(0.59)	1.31	(1.77)
18. NPA Ratios (refer note 3)				
a) % of Gross NPA to Total credit exposure	0.00%	0.00%	0.00%	0.00%
b) % of Net NPA to Total credit exposure	0.00%	0.00%	0.00%	0.00%
c) Return on Assets (refer note 4)	2.24%	-2.34%	3.95%	-6.63%

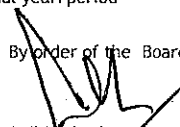
Notes:-

- The above financial results of Edelweiss Housing Finance Limited ("EHFL" or "the Company") for the half year and year ended March 31, 2013 have been reviewed and recommended by the Audit Committee and approved by the Board of Directors at its meeting held on April 30, 2013.
- Earnings per share for the half year ended 31 March 2013 and 31 March 2012 have been calculated for six months and not annualised.
- NPA ratios have been computed on total credit exposure.
- Return on Assets has been computed as percentage of profit after tax to shareholders' funds and not annualised for half year ended results.
- The previous financial year/period figures have been regrouped /reclassified wherever necessary to conform to current financial year/period presentation.

Date: April 30, 2013

Place: Mumbai

By order of the Board


Anil Kothuri
Managing Director & CEO

Edelweiss Housing Finance Limited***Transactions with related party during the year ending March 31,2014***

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
<i>Capital account transactions</i>				
<i>Equity share capital issued(including securities premium)</i>				
Edelweiss Commodities Services Limited	850,000,000 (250,000,000)			
<i>Application Money Received</i>				
Edelweiss Commodities Services Limited	- (150,000,000)			
<i>Reimbursements paid</i>				
Edelweiss Financial Services Limited			36,952,438 (12,263,613)	
ECL Finance Limited		- (13,716,000)		
<i>Advisory Fees received</i>				
ECL Finance Limited		35,776,000 (80,325,575)		
Edelweiss Retail Finance Limited		6,234,700 (-)		
<i>Rating Support Fees paid</i>				
Edelweiss Financial Services Limited			34,200,000 (46,875,000)	
<i>Advertisement and business promotion</i>				
Edelweiss Financial Services Limited			1,404,000 (-)	
<i>Commission and brokerage</i>				
Edelweiss Investment Advisors Limited		1,175,761 (-)		
<i>Cost reimbursements paid</i>				
Edelweiss Commodities Services Limited	11,700,151 (11,753,355)			
Edelweiss Financial Services Limited			- (4,699,570)	
<i>Cost reimbursements rcovered</i>				
Edelweiss Financial Services Limited			- (120,010)	
Edelcap Securities Limited		- (200,000)		

Edelweiss Housing Finance Limited

Transactions with related party during the year ending March 31,2014

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
Remuneration				
Anil Kothuri				1,625,221 (2,587,840)
Loans				
Amount taken				
Edelweiss Financial Services Limited			6,041,664,300 (10,563,221,152)	
ECL Finance Limited		60,000,000 (-)		
Edelweiss Commodities Services Limited	6,454,007,002 (610,900,000)			
Amount paid				
Edelweiss Financial Services Limited			5,875,233,643 (11,027,353,150)	
Edelweiss Finance & Investments Limited		- (250,000,000)		
Edelweiss Commodities Services Limited	6,236,807,000 (344,000,000)			
ECL Finance Limited		60,000,000 (-)		
Interest Expense on Loan				
Edelweiss Financial Services Limited			26,297,736 (132,963,827)	
Edelweiss Finance & Investments Limited		- (21,616,528)		
Edelweiss Commodities Services Limited	26,047,709 (326,123)			
ECL Finance Limited		197,260 (-)		
Sale/Redemption of debt instruments				
Edelweiss Commodities Services Limited	- (900,000,000)			
Purchase/Subscription of debt instruments				
Edelweiss Commodities Services Limited	- (994,903,000)			
Legal & Professional charges				
Edelweiss Web Services Limited		32,700 (-)		

Edelweiss Housing Finance Limited

Transactions with related party during the year ending March 31,2014

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
Balances with related parties as at 31 March 2014				
Unsecured Loans				
Edelweiss Financial Services Limited			6,181,951 (172,612,608)	
Edelweiss Commodities Services Limited	49,699,998 (266,900,000)			
Payable				
Edelweiss Financial Services Limited			1,988,530 (5,371,896)	
Edelweiss Commodities Services Limited	1,610,643 (293,511)			
ECL Finance Limited		- (13,716,000)		
Edelweiss Web Services Limited		33,471 (-)		
Edelweiss Securities Limited		11,486 (5,743)		
Receivable				
ECL Finance Limited		44,397,913 (85,822,693)		
Edelweiss Financial Services Limited			125,569 (5,559)	
Edelweiss Retail Finance Limited		7,005,309 (-)		

- Amounts in brackets represent previous year numbers

Edelweiss Housing Finance Limited***(D) Transactions with related party during the year ended for March 31, 2013***

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
<i>Capital account transactions</i>				
<i>Equity share capital issued(including securities premium)</i>				
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	250,000,000 (400,000,000)			
Application Money Received				
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	150,000,000 (-)			
Reimbursements paid				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			12,263,613 (25,860,745)	
ECL Finance Ltd		13,716,000 (-)		
Advisory Fees received				
ECL Finance Ltd		80,325,575 (-)		
Rating Support Fees paid				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			46,875,000 (11,513,479)	
Cost reimbursements paid				
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	11,753,355 (10,367,429)			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			4,699,570 (-)	
Cost reimbursements recovered				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			120,010 (-)	
Edelcap Securities Limited		200,000 (-)		
Edelweiss Finance & Investments Ltd.		- (14,353,339)		
ECL Finance Ltd		- (33,490,389)		

Edelweiss Housing Finance Limited

(D) Transactions with related party during the year ended for March 31, 2013

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
Remuneration				
Anil Kothuri				2,587,840 (-)
Loans				
Amount taken				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			10,563,221,152 (4,466,225,093)	
Edelweiss Finance & Investments Limited		- (250,000,000)		
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	610,900,000 (-)			
Amount paid				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			11,027,353,150 (4,362,899,450)	
Edelweiss Finance & Investments Limited		250,000,000 (-)		
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	344,000,000 (-)			
Interest Expense on Loan				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			132,963,827 (174,135,745)	
Edelweiss Finance & Investments Limited		21,616,528 (163,934)		
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	326,123 (-)			
Balances with related parties				
Unsecured Loans				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			172,612,608 (636,744,606)	
Edelweiss Finance & Investments Limited		- (250,000,000)		
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	266900000 (-)			

Edelweiss Housing Finance Limited

(D) Transactions with related party during the year ended for March 31, 2013

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company	Individual exercising significant control/key managerial personnel
Payable				
Balances with related parties				
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			5,371,896 (7,409,175)	
Edelweiss Commodities Services Limited (Formerly Comfort Projects Limited)	293,511 (10,367,429)			
ECL Finance Ltd		13,716,000 -		
Receivable				
Balances with related parties				
ECL Finance Ltd		85,822,693 (30,141,350)		
Edelweiss Finance & Investments Limited		0 (12,770,464)		

- Amounts in brackets represent previous year figures

Edelweiss Housing Finance Limited***Transaction with Related Parties for the year ended March 31, 2012***

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company
<i>Capital account transactions</i>			
<i>Equity share capital issued(including securities premium)</i>			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			- (80,000,000)
Edelweiss Trading and Holdings Limited (formerly Edelweiss Commodities Limited)	- (229,000,000)		
Comfort Project Limited	400,000,000 (-)		
<i>Reimbursements paid</i>			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			25,860,745 (12,557,762)
<i>Rating Support Fees paid</i>			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			11,513,479 (-)
<i>Cost reimbursements paid</i>			
Comfort Project Limited	10,367,429 (-)		
<i>Cost reimbursements recovered</i>			
Edelweiss Finance & Investments Ltd.		14,353,339 (1,000,000)	
ECL Finance Ltd		33,490,389 (-)	
<i>Inter corporate Deposits Placed</i>			
Ecap Equities Limited		- (50,000,000)	
Edelcap Securities Limited		- (30,000,000)	

Edelweiss Housing Finance Limited

Transaction with Related Parties for the year ended March 31, 2012

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company
Inter corporate Deposits Redeemed			
Ecap Equities Limited		- (50,000,000)	
Edelcap Securities Limited		- (30,000,000)	
Interest Income on Inter Corporate Deposits			
Ecap Equities Limited		- (284,932)	
Edelcap Securities Limited		- (200,658)	
Loans			
Amount taken			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			4,466,225,093 (549,418,963)
Edelweiss Finance & Investments Limited		250,000,000 (-)	
Amount paid			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			4,362,899,450 (16,000,000)
Interest Expense on Loan			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			174,135,745 (4,387,181)
Edelweiss Finance & Investments Limited		163,934 (-)	
Balances with related parties			
Unsecured Loans			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			636,744,606 (533,418,963)
Edelweiss Finance & Investments Limited		250,000,000 (-)	

Edelweiss Housing Finance Limited

Transaction with Related Parties for the year ended March 31, 2012

(Currency : Indian rupees)

Particulars	Holding company	Fellow subsidiaries	Ultimate Holding Company
<i>Payable</i>			
<i>Balances with related parties</i>			
Edelweiss Financial Services Limited (formerly Edelweiss Capital Limited)			7,409,175
Comfort Project Limited	10,367,429		(-)
	(-)		
<i>Receivable</i>			
<i>Balances with related parties</i>			
ECL Finance Ltd		30,141,350	
		(-)	
Edelweiss Finance & Investments Limited		12,770,464	
		(-)	

- Amounts in brackets represent previous year figures

Annexure E

(In Rupees)

(a)	Particulars	FY 13-14	FY12-13	FY11-12
	PBT	73,053,466	34,063,629	-44,595,706
	Tax Expenses	25,626,387	-3,871,867	
	PAT	47,427,079	37,935,496	-44,595,706

(b)	Particulars	FY 13-14	FY12-13	FY11-12
	Dividend Declared	NIL	NIL	NIL
	Interest Coverage Ratio*	1.1	1.1	0.9

* Cash profit after tax plus interest paid/ Interest paid

Interest Coverage ratio	FY 13-14	FY12-13	FY11-12
PAT	47,427,079	37,935,496	-44,595,706
Add: Depreciation	12,288,341	9,980,098	6,903,135
Add: Provision for Standard Assets	23,452,298	9,068,761	19,066,848
Add: Provision for Non Performing Assets	993,785	-	-
Add: Provision for Doubtful assets	-	-	-
Add: Provision for Credit Loss on Securitisation	-	-	-
Add: Bad- and advances written off	228,164	-	-
Cash Profit after tax	84,389,667	56,984,355	-18,625,723
Add: Interest Paid	846,242,610	563,605,789	191,026,224
Cash profit after tax plus interest paid	930,632,277	620,590,144	172,400,501

CARE/HO/RL/2014-15/1386

Mr. Anil Kothuri,
MD & CEO,
Edelweiss Housing Finance Limited,
Edelweiss House, Off CST Road,
Kalina, Mumbai – 400 098

December 2, 2014

Confidential

Dear Sir,

Credit rating for Non-convertible Debenture

Please refer to your request for revalidation of the rating assigned to long-term Non-convertible Debenture issue aggregating to Rs.250 crore of Edelweiss Housing Finance Limited.

2. The following ratings have been reviewed:

Instrument	Amount (Rs. crore)	Outstanding amount* (Rs. crore)	Rating ¹	Remarks
Non-convertible Debenture	250	202	CARE AA (SO) [Double A (Structured Obligation)]	Reaffirmed

**as on October 31, 2014*

- The rating factors in credit enhancement in the form of unconditional and irrevocable guarantee for debt servicing from Edelweiss Financial Services Limited.
- Please arrange to get the rating revalidated, in case the proposed issue is not made within **six months** from the date of this letter.
- Please inform us the details of issue [date of issue, name of investor, amount issued, interest rate, date of maturity, etc.] as soon as it has been placed.

¹Complete definitions of the ratings assigned are available at www.careratings.com and in other CARE publications.

6. CARE reserves the right to undertake a surveillance/review of the rating from time to time, based on circumstances warranting such review, subject to at least one such review/surveillance every year.
7. CARE reserves the right to suspend/withdraw/revise the rating assigned on the basis of new information or in the event of failure on the part of the company to furnish such information, material or clarifications as may be required by CARE. CARE shall also be entitled to publicize/disseminate such suspension / withdrawal / revision in the assigned rating in any manner considered appropriate by it, without reference to you.
8. Users of this rating may kindly refer our website www.careratings.com for latest update on the outstanding rating.
9. CARE ratings are not recommendations to buy, sell, or hold any securities.

If you need any clarification, you are welcome to approach us in this regard.

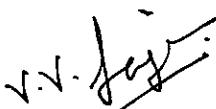
Thanking you,

Yours faithfully,


[Ashutosh Pradhan]

Deputy Manager

ashutosh.pradhan@careratings.com


[Vishal Sanghavi]

Senior Manager

vishal.sanghavi@careratings.com

Encl: As above

Disclaimer

CARE's ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. CARE has based its ratings on information obtained from sources believed by it to be accurate and reliable. CARE does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

In case of partnership/proprietary concerns, the rating assigned by CARE is based on the capital deployed by the partners/proprietor and the financial strength of the firm at present. The rating may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor in addition to the financial performance and other relevant factors.

IDBI Trusteeship Services Ltd.

No.3089/ITSL/OPR/CL/13-14/DEB/623

Date: December 04, 2013

Edelweiss Housing Finance Limited
Edelweiss House,
5th floor, Off C.S.T Road,
Kalina, Mumbai-400 098



Regd. Office :

Asian Building, Ground Floor,
17, R. Kamani Marg, Ballard Estate,
Mumbai - 400 001.

Dear Sir,

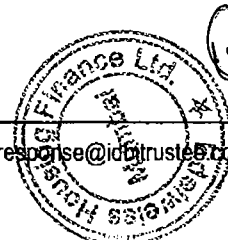
Subject: Consent to act as Debenture Trustee for Secured Redeemable Non Convertible Debentures (NCDs) aggregating upto Rs.250 Crores

This is with reference to the discussion we had regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed NCD issue aggregating upto Rs.250 Crores. In this connection we confirm our acceptance of the assignment.

We are agreeable for inclusion of our name as trustee in the offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required subject to the following conditions:

1. The Company shall enter into Written Debenture Trustee Agreement (DTA) for the said issue before the opening of Subscription list for issue of debentures.
2. The Company agrees and undertakes to create the securities over such of its immovable and moveable properties and on such terms and conditions as agreed by the Debenture holders and disclose in the Information Memorandum or Disclosure Document and execute, the Debenture Trust Deed (DTD) and other necessary security documents for each series of debentures as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document in any case not exceeding 3 months from the date of closure of the Issue.
3. The Company agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated above for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
4. The Company shall agree & undertake to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/BOND/1/2009/11/05 dated the 11th May, 2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26th November, 2009, the Companies Act, 1956, the Companies Act, 2013 as amended from time to time and other applicable provisions and agree to furnish to Trustees such information in terms the same on regular basis.

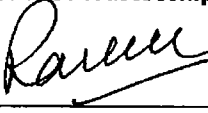
Please feel free to contact us for query. For Information on our services, visit website www.idbitrustee.co.in



5. Any payment in respect of Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a FII Entity) at the time of enforcement would, if required by applicable law, be subject to the prior approval of RBI for such remittance through an Authorised Dealer. The Company/Investor shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder (who is a FII).

Looking forward to a fruitful association with you and assuring you of our best services at all times.

Yours faithfully,
For IDBI Trusteeship Services Limited

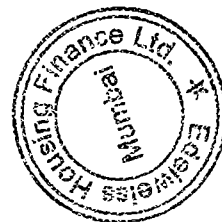

(Authorized Signatory)



We accept the above terms
For Edelweiss Housing Finance Ltd.

(Authorized Signatory)






**Certified true copy of the Resolution passed at the Meeting of the Board of Directors of
Edelweiss Housing Finance Limited held on August 27, 2014**

"RESOLVED that subject to the approval of the members of the Company and pursuant to the provisions of Section 42 of the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (as amended from time to time) and all other provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof), the consent of the Board be and is hereby given to issue, offer and allot Non-Convertible Debentures ("the Debentures") aggregating to Rs. 1,000 crores on a private placement basis, in one or more tranches.

FURTHER RESOLVED that for the purpose of creating, offering, issuing and allotting the Debentures, creation of security, the Operations Committee of the Board be and is hereby authorised on behalf of the Company to do all such acts, deeds, matters and things, as may be necessary for giving effect to this Resolution.

FURTHER RESOLVED that Directors of the Company, Mr. Umesh Wadhwa, Mr. K. Siddharth, Mr. Vineet Mahajan and Mr. Ajay Jaiswal be and are hereby severally authorized to negotiate, sign, execute and approve such documents, papers, undertaking, other agreements as may be required including, but not limited to, Private Placement Offer Letter (PAS 4), and to do such other acts, things and deeds as may be necessary in connection thereto."

for Edelweiss Housing Finance Limited



Ajay Jaiswal
Company Secretary

Certified true copy of the Resolution passed in the meeting of the Operations Committee of the Board of Directors of Edelweiss Housing Finance Limited held on September 4, 2014

"RESOLVED that the consent of the Operations Committee be and is hereby given for issue of Secured Non-convertible Redeemable Debentures (SNCDs) for a sum not exceeding Rs. 79,00,00,000/- (Rupees seventy nine crores) to be made in one or more tranches and to seek listing of the entire issue or certain tranches of debentures, if required.

FURTHER RESOLVED that the SNCDs be issued and that Directors of the Company, Mr. Umesh Wadhwa, Mr. K. Siddharth, Mr. Vineet Mahajan and Mr. Ajay Jaiswal be and are hereby severally authorized:

- a) to decide all the terms and conditions of the SNCDs including the security, rate of interest, tenure and such other terms and conditions and to accept any amendments, modifications, variations or alterations thereto and to make the allotment of the Debentures;
- b) to decide the property or other assets of the Company to be charged for securing the issue of debentures, make purchase of the property for the purpose of offering the same as security for debentures and to do all acts, deeds, matters and things, as may be necessary for securing the Debentures including but not limited to sign and execute the necessary deeds, purchase agreements, other agreements and other papers and documents;
- c) to appoint and enter into arrangements with one or more Debenture Trustees, Credit Rating Agency(ies), brokers, Registrar and Transfer Agents, Depository Participants, if any, and other agencies or persons or intermediaries required for issuing and servicing of SNCDs and to negotiate and finalise the terms of their appointment, including but not limited to changing and/or substituting any one or more of the above agencies, execution of the Mandate Letters, negotiation, finalisation and execution of the Deed of Trust, Memorandum of Understanding with various intermediaries;
- d) admission of the debentures in dematerialize mode with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) and to sign agreements and/or such other documents, as may be required with NSDL, CDSL and such other agencies, authorities or bodies as may be required in this connection;
- e) to make applications to Bombay Stock Exchange Limited and / or National Stock Exchange of India Limited and / or any other regional or other stock exchange for listing of debentures, accepting any alterations/modifications in the said applications and to execute and to deliver or arrange the delivery of necessary documentation to the concerned Stock Exchange(s);
- f) to sign and execute the above documents, Debenture Trust Deed, agreements, deeds, documents and other necessary papers to be

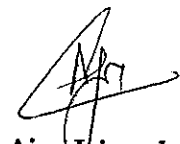
executed with aforesaid agencies, parties, etc for and on behalf of the Company together with the authority to vary, amend or modify the same as such authorized person may consider necessary, desirable or expedient in the interest of the Company and for the aforesaid purpose, to give such declarations, affidavits, certificates, etc as such authorized person deem fit and to do all acts, deeds, matters and things, as may be necessary;

- g) to remunerate aforesaid agencies including the payment of commissions, brokerage, fees, or the likes;
- h) to approve the preliminary as well as the final Shelf Information Memorandum / Offer Document / Term Sheet / Supplementary Information Memorandum / other agreements / deeds and documents, as may be required or desirable for the proposed issue of Debentures;
- i) to open bank accounts, as may be required in connection with the issue of the Debentures;
- j) to make allotment, issue letter of allotment, issue Debenture Certificate(s), credit the Debentures to the beneficiary accounts and
- k) to settle all questions, difficulties or doubts that may arise in regard to such issues or allotment as it may, in its absolute discretion deem fit.

FURTHER RESOLVED that Debenture Certificates, if any, be issued in accordance with the Articles of Association of the Company and where any document is required to be executed under the Common Seal of the Company the same be affixed in accordance with the Articles of Association of the Company.

FURTHER RESOLVED that Directors of the Company, Mr. Umesh Wadhwa, Mr. K. Siddharth, Mr. Vineet Mahajan and Mr. Ajay Jaiswal be and are hereby severally authorized to do all the acts, things and deeds, as may be necessary for giving effect to this resolution."

for Edelweiss Housing Finance Limited

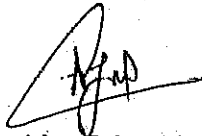


Ajay Jaiswal
Company Secretary

Certified true copy of the Resolution passed by the Members of Edelweiss Housing Finance Limited at the Extraordinary General Meeting held on September 3, 2014 at Edelweiss House, Off C.S.T. Road, Kalina, Mumbai - 400098

"RESOLVED that pursuant to the provisions of Section 42 of the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (as amended from time to time) and all other provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof), the consent of the Company be and is hereby accorded to the Board of Directors (which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise the powers conferred by this Resolution) to issue, offer and allot Non-Convertible Debentures ("the Debentures") with or without security, aggregating to Rs. 1,000 Crores on a private placement basis, in one or more tranches.

for Edelweiss Housing Finance Limited



Ajay Jaiswal
Company Secretary