SECTION VII – ISSUE RELATED INFORMATION

ISSUE STRUCTURE

The key common terms and conditions of the NCDs / term sheet are as follows:

Issuer	Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited)
Type of instrument	Secured, redeemable, non-convertible debentures
Seniority (Senior or Subordinated)	Senior
Nature of the Instrument	Secured, redeemable, non-convertible debentures
Mode of the Issue	Public Issue
Lead Managers	Tipsons Consultancy Services Private Limited and Nuvama Wealth Management Limited *(formerly known as Edelweiss Securities Limited)*
Debenture Trustee	Beacon Trusteeship Limited
Depositories	NSDL and CDSL
Registrar	KFIN Technologies Limited *(formerly known as KFIN Technologies Private Limited)*
Issue	Public issue of 10,00,000 secured redeemable NCDs of our Company of face value of ₹ 1,000 each aggregating up to ₹ 500 million ("**Base Issue Size**"), with a green shoe option of up to ₹ 500 million, aggregating up to ₹ 1,000 million ("**Issue**"), on the terms and in the manner set forth herein.
Minimum Subscription	Minimum subscription is 75% of the Base Issue, i.e., ₹ 375 million
Base Issue Size	₹ 500 million
Green Shoe Option	Up to ₹ 500 million
Eligible Investors	Please see "*Issue Procedure –Who can apply?"* on page 261.
Objects of the Issue	Please see "*Objects of the Issue*" on page 55.
Details of Utilization of the Proceeds	Please see "*Objects of the Issue*" on page 55.
Interest Rate on each category of investor	Please see "*Terms of the Issue*" on page 241.
Step up/ Step Down Interest rates	NA
Interest type	Fixed
Interest reset process	NA
Frequency of interest payment	Please see "*Terms of the Issue*" on page 241.
Interest payment date	Please see "*Terms of the Issue*" on page 241.
Day count basis	Actual / Actual
Interest on application money	NA
Default Interest rate	Our Company shall pay interest, over and above the agreed coupon rate, in connection with any delay in allotment, refunds, listing, dematerialized credit, execution of Debenture Trust Deed, payment of interest, redemption of principal amount beyond the time limits prescribed under applicable statutory and/or regulatory requirements, at such rates as stipulated/ prescribed under applicable laws. Our Company shall pay at least two percent per annum to the debenture holder, over and above the agreed coupon rate, till the execution of the trust deed if our Company fails to execute the trust deed within such period as prescribed under applicable law.
Tenor	Please see "*Terms of the Issue*" on page 241.
Redemption Date	Please see "*Issue Related Information"* on page 229.
Redemption Amount	Please see "*Issue Structure – Specific Terms for NCDs*" on page 236.
Redemption Premium/ Discount	Please see "*Issue Structure – Specific Terms for NCDs*" on page 236.
Face Value	₹ 1,000 per NCD
Issue Price	₹ 1,000 per NCD
Discount at which security is	NA

issued and the effective yield as a result of such discount	
Put date	NA
Put price	NA
Call date	NA
Call price	NA
Put notification time	NA
Call notification time	NA
Minimum Application size and in multiples of NCD thereafter	₹ 10,000 (10NCD) and in multiples of ₹ 1,000 (1 NCD) thereafter.
Market Lot / Trading Lot	The market lot will be 1 Debenture ("**Market Lot**"). Since the Debentures are being issued only in dematerialized form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.
Pay-in date	Application Date. The entire Application Amount is payable on Application.
Credit Ratings	The NCDs proposed to be issued under this Issue have been rated "CRISIL A+/Stable" (pronounced as CRISIL A plus rating with Stable outlook) for an amount of ₹ 5,000 million by CRISIL Ratings Limited *vide* their rating letter dated December 19, 2023. Securities with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such securities carry low credit risk.
Listing	The NCDs are proposed to be listed on BSE. The NCDs shall be listed within six Working Days from the date of Issue Closure. BSE has been appointed as the Designated Stock Exchange.
Depository	NSDL and CDSL
Modes of payment	Please see *"Issue Structure– Terms of Payment"* on page 239.
Issuance mode of the Instrument*	In dematerialised form only
Trading mode of the instrument*	In dematerialised form only
Issue opening date	Tuesday, February 13, 2024
Issue closing date**	Monday, February 26, 2024
Issue Timing	The Issue shall remain open for subscription on Working Days from 10 a.m. to 5 p.m. (Indian Standard Time) during the period indicated in the Prospectus, except that the Issue may close on such earlier date or extended date as may be decided by the Board of Directors of our Company or the Operations Committee, subject to relevant approvals (subject to a minimum period of three working days and a maximum period of 10 working days from the date of opening of this Issue). In the event of an early closure or extension of the Issue, our Company shall ensure that notice of the same is provided to the prospective investors through an advertisement in an English daily national newspaper with wide circulation and a regional daily with wide circulation where the registered office of the Company is located (in all the newspapers in which pre-issue advertisement for opening of this Issue has been given on or before such earlier or initial date of Issue closure). On the Issue Closing Date, the Application Forms will be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time) and uploaded until 5 p.m. or such extended time as may be permitted by the Stock Exchange. Further, pending mandate requests for bids placed on the last day of bidding will be validated by 5 p.m. on one Working Day post the Issue Closing Date.
Record date	15 (fifteen) days prior to the relevant interest payment date, relevant Redemption Date for NCDs issued under this Prospectus. In case of redemption of NCDs, the trading in the NCDs shall remain suspended between the record date and the date of redemption. In event the Record Date falls on a Sunday or holiday of Depositories, the succeeding working day or a date notified by the Company to the stock exchange shall be considered as Record Date.
Settlement mode of instrument	Please see "*Terms of the Issue - Payment on Redemption*" on page 256.
All covenants of the Issue (including side letters, accelerated payment clause, etc.)	The Company shall comply with the representations and warranties, general covenants, negative covenants, reporting covenants and financial covenants as more specifically set out in the Debenture Trust Deed and as specified below. Any covenants later added shall be disclosed on the websites of the Stock Exchange,

	where the NCDs are proposed to be listed. ***A. Financial Covenants*** (a) Until the Final Settlement Date, the Company shall maintain a Capital Adequacy Ratio as may be prescribed by the RBI from time to time. ***B. Reporting Covenants*** Until the Final Settlement Date, the Company shall ensure that all the reporting covenants as per the provisions of SEBI LODR Regulations are complied with. a. The Company shall submit to the Debenture Trustee the following: i. Updated list of names and addresses of all the NCD Holders and the number of NCDs held by the NCD Holders; ii. Details of interest due but unpaid, if any, and reasons for the same; iii. Details of payment of interest made on the NCDs in the immediately preceding calendar quarter; iv. A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures; v. Any events of default; vi. all grievances received from the NCD Holders; vii. any major or significant change in composition of its Board, which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; viii. any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Company; ix. Quarterly/half yearly/annual financial results in compliance with applicable laws; x. any change in the Constitutional Documents of the Company; xi. promptly, and in any event within 2 (two) Business Days of receiving any notice of any application for winding up/insolvency having been made; xii. a certificate certifying maintenance of security cover; xiii. provide relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of the Security Interest over the Hypothecated Assets; xiv. The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the NCD Holders during the quarter, resolved/disposed of by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same; and xv. Statement that the Hypothecated Assets is sufficient to discharge the claims of the NCD Holders as and when they become due and as mentioned in the asset cover certificate. xvi. The Company shall ensure that all the reporting covenants as per the provisions of SEBI LODR Regulations are complied with

including but not limited to the following:

xvii. Promptly submit to the Debenture Trustee any information, as required by the Debenture Trustee;

xviii. Inform the Stock Exchange and the Debenture Trustee all information having bearing on the performance/operation of the Company, any price sensitive information or any action that may affect the payment of interest or Redemption of the NCDs in terms of Regulation 51(2) of the SEBI (LODR) Regulations.

xix. inform the Debenture Trustee the status of payment (whether in part or full) of NCDs within 1 (one) Business Day of the payment/redemption.

b. The Company shall promptly inform the Debenture Trustee the details (if any) on corporate debt restructuring; fraud/defaults by promoter or key managerial personnel or by Company or arrest of key managerial personnel or promoter; and/or reference to National Company Law Tribunal or insolvency petitions (if any) filed by any creditor of the Company.

c. The Company shall submit to the stock exchange for dissemination, along with the quarterly/annual financial results, all information required under Regulation 52(4) of the SEBI (LODR) Regulations and submit the financial statements to the Debenture Trustee on the same day.

d. The Issuer shall, inter alia, supply and/or intimate to the Debenture Trustee:

1. a certificate from an authorised officer of the Issuer with respect to the use of the proceeds raised through the issue of NCDs, as per the prescribed timelines;

2. prior to undertaking or entering into any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed;

3. that so long as the NCDs are outstanding, without the prior written approval of the Debenture Trustee, the Issuer shall not make material modification to the structure of the Debenture in terms of coupon, redemption or otherwise. Provided that prior approval of the Stock Exchange would also be required to make such material modifications; and such other covenants as specified in the Debenture Trust Deed.

C. Affirmative Covenants

The Company shall comply with the following covenants:

a. Use of Proceeds as per the purpose of this Issue;

b. Promptly inform the Debenture Trustee of any loss or damage by uncovered risks;

c. Pay all reasonable costs and expenses;

d. Payment of Rents, etc.;

e. Preservation of corporate status;

f. Payment of stamp duty as required under applicable laws;

g. Prompt and expeditious redressal of investor grievances;

h. Comply with investor education and protection fund requirements;

i. Comply with any corporate governance requirements and fair practices code applicable to the Company;

j. Comply with all Applicable Law (including but not limited to the Companies Act, the SEBI Listed NCDs Circulars, the SEBI Monitoring Circulars, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), the SEBI Debenture Trustees Regulations;

k. Maintenance of adequate Security;

l. Ensure execution of all transaction documents without any delay;

m. Maintain internal control for the purpose of preventing fraud on amounts lent by the Company; and preventing money being used for money laundering or illegal purposes;

n. Permit visits and inspection of books of records, documents and accounts to the Debenture Trustee;

o. Keep proper books of account as required by applicable laws;

p. Keep at its registered office, a register of the NCD Holders or ensure that the Depository maintains a register and index of beneficial owners of the dematerialised NCDs in their records;

q. Ensure compliance with the provisions of the Foreign Account Tax Compliance Act ("FATCA"); and

r. Comply with all listing and monitoring requirements.

D. Negative Covenants

The Company shall not take any action in relation to the items set out below without the prior written consent of the Debenture Trustee as prescribed under the Debenture Trust Deed:

a. ***Change of Business; Constitutional Documents***

i. change the general nature of its business from that which is permitted as a housing finance company registered with the NHB; or

ii. any changes, amendments, or modifications to its Constitutional Documents which would impact the consummation of the transactions contemplated under the Transaction Documents or otherwise prejudice/ adversely impact the rights/interest of the NCD Holders or in any manner alter the terms of the NCDs.

b. ***Dividend***

i. declare or pay any dividend to its shareholders (including holders of preference shares, if any) during any Financial Year unless it has paid or made arrangements to pay all the dues to the NCD Holders up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof; or

	ii. if an Event of Default has occurred and is continuing, declare or pay any dividend to its shareholders (including holders of preference shares, if any). c. ***Insolvency*** The Company shall not, without the prior consent of the Debenture Trustee, voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Insolvency and Bankruptcy Code, 2016 or under any other Applicable Laws. d. ***NCD Terms*** The Company shall not make any modification to the structure of the NCDs in terms of coupon, conversion, redemption, or otherwise without the prior approval of the Stock Exchange and such prior approval of the Stock Exchange would be obtained only after: (a) approval of the Board and the Debenture Trustee; and (b) complying with the provisions of Act, SEBI NCS Regulations, SEBI LODR Regulations and circulars issued thereunder, including approval of the requisite majority of NCD Holders. Further, any proposal of restructuring received by Debenture Trustee shall be communicated to NCD Holders immediately. e. ***Investments*** The Company shall not, other than in its ordinary course of business, without the prior consent of the Debenture Trustee, make any investment by way of deposits, loans, bonds, share capital, or in any other form upon the occurrence of any Event of Default. f. ***Encumbrance*** The Company shall not, without the prior consent of the Debenture Trustee in case the Security Cover as prescribed in the Prospectus in not maintained, create or permit to subsist any encumbrance on any book debts of the Company on which hypothecation is created in relation to the NCDs issued pursuant to this Issue.
Description regarding security (where applicable) including type of security (movable/ immovable/ tangible etc.) type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest of the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed this Prospectus	The principal amount of the NCDs to be issued in terms of the Prospectus together with all interest due and payable on the NCDs, thereof shall be secured by way of hypothecation on pari-passu charge basis on the assets of the company comprising of loans and advances, receivables, investments, current & other assets held by the CompanyThe , created in favour of the Debenture Trustee, as specifically set out in and fully described in the Debenture Trust Deed, except those receivables specifically and exclusively charged in favour of certain existing charge holders, such that a security cover of at least 100% of the outstanding principal amounts of the NCDs and interest thereon is maintained at all time until the Maturity Date. We have received necessary consents from the relevant debenture trustees and security trustees for ceding pari- passu charge in favour of the Debenture Trustee in relation to the NCDs. The NCDs shall be considered as secured only if the charged asset is registered with sub-registrar and RoC or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee. Without prejudice to the aforesaid, in the event our Company fails to execute the Debenture Trust Deed within the period specified in Regulation 18(1) of the SEBI NCS Regulations or such other time frame as may be stipulated from time-to-time, our Company shall also pay interest of at least 2% (two per cent) per annum to the NCD holders, over and above the interest rate on the NCDs specified in this Prospectus, till the execution of the Debenture Trust Deed. The security shall be created prior to making the listing application for the NCDs with the Stock Exchange(s).

	For further details on date of creation of security/likely date of creation of security, minimum security cover etc., please refer to the "*Terms of the Issue – Security*" on page 242.
Issue documents	The Draft Prospectus, this Prospectus, read with any notices, corrigenda, addenda thereto, the Debenture Trust Deed and other documents, if applicable, and various other documents/ agreements/ undertakings, entered or to be entered by our Company with Lead Managers and/or other intermediaries for the purpose of the Issue including but not limited to the Issue Agreement read with the Addendum to the Issue Agreement, Debenture Trust Deed, the Debenture Trustee Agreement, the Tripartite Agreements, the Public Issue Account and Sponsor Bank Agreement, the Registrar Agreement and the Consortium Agreement. For further details, please see "*Material Contracts and Documents for Inspection*" on page 298.
Condition precedent to disbursement	The Issuer shall provide/ confirm to the Debenture Trustee: 1. A certified true copy of the latest charter documents of the Issuer, certified as correct, complete and in full force and effect by the appropriate officer; 2. certified true copies of relevant board resolutions; 3. The Company shall have obtained the Debenture Trustee consent letter from the Debenture Trustee; 4. The Issuer shall have obtained in-principle approval from the Stock Exchange for listing of the Debentures; 5. and such other conditions as set out in the Debenture Trust Deed and as specified in the SEBI NCS Regulations.
Condition subsequent to the disbursement	The Issuer shall provide/ confirm to the Debenture Trustee: 1. An end-use certificate from an independent Chartered Accountant, certifying the heads under which funds have been utilized in accordance with Offer Documents, within 30 (thirty) days of the Deemed Date of Allotment for the Debentures; 2. Obtaining the final listing approval from the Stock Exchange in respect of the Issue; 3. and such other conditions as set out in the Debenture Trust Deed and as specified in the SEBI NCS Regulations
Events of default (including manner of voting/conditions of joining Inter Creditor Agreement)	Please refer to the section titled "*Terms of the Issue – Events of Default (including manner of voting/conditions of joining Inter Creditor Agreement)*" on page 243.
Creation of recovery expense fund	Our Company undertakes to deposit in the manner as maybe specified by SEBI from time to time the amount in the recovery expense fund and inform the Debenture Trustee regarding the creation of deposit in such fund and inform the Debenture Trustee regarding the deposit of such fund. The recovery expense fund may be utilised by Debenture Trustee, in the event of default by our Company under the terms of the Debenture Trust Deed, for taking appropriate legal action to enforce the security.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Upon occurrence of any default in the performance or observance of any term, covenant, condition or provision contained in the summary term sheet, the Debenture Trustee shall take necessary actions as mentioned in the Debenture Trust Deed.
Deemed date of Allotment	The date on which the Board of Directors/or the Operations Committee approves the Allotment of the NCDs for the Issue or such date as may be determined by the Board of Directors/ or the Operations Committee thereof and notified to the Designated Stock Exchange. The actual Allotment of NCDs may take place on a date other than the Deemed Date of Allotment. All benefits relating to the NCDs

	including interest on NCDs shall be available to the Debenture Holders from the Deemed Date of Allotment.
Roles and responsibilities of the Debenture Trustee	Please see section titled "*Terms of the Issue – Trustees for the NCD Holders*" on page 242.
Risk factors pertaining to the Issue	Please see section titled "*Risk Factors*" on page 16.
Provisions related to Cross Default Clause	NA
Governing law and Jurisdiction	The governing law and jurisdiction for the purpose of the Issue shall be Indian law, and the competent courts of jurisdiction in Mumbai, India, respectively.
Working day convention	If the Interest Payment Date falls on a day other than a Working Day, the interest payment shall be made by our Company on the immediately succeeding Working Day and calculation of such interest payment shall be as per original schedule as if such Interest Payment Date were a Working Day. Further, the future Interest Payment Dates shall remain intact and shall not be changed because of postponement of such interest payment on account of it failing on a non-Working Day. If Redemption Date (also being the last Interest Payment Date) falls on a day that is not a Working Day, the Redemption Amount shall be paid by our Company on the immediately preceding Working Day along with interest accrued on the NCDs until but excluding the date of such payment. The interest /redemption payments shall be made only on the days when the money market is functioning in Mumbai.

Notes:

** If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change will be disclosed to the Stock Exchange.*

**In terms of Regulation 7 of the SEBI NCS Regulations, our Company will undertake this public issue of the NCDs in dematerialised form. Trading in NCDs shall be compulsorily in dematerialized form.*

*** This Issue shall remain open for subscription on Working Days from 10 a.m. to 5 p.m. (Indian Standard Time) during the period indicated in the Prospectus, except that the Issue may close on such earlier date or extended date as may be decided by the Board of Directors of our Company or the Operations Committee, subject to relevant approvals (subject to a minimum period of three working days and a maximum period of 10 working days from the date of opening of this Issue). In the event of an early closure or extension of the Issue, our Company shall ensure that notice of the same is provided to the prospective investors through an advertisement in an English daily national newspaper with wide circulation and a regional daily with wide circulation where the registered office of the Company is located (in all the newspapers in which pre-issue advertisement for opening of this Issue has been given on or before such earlier or initial date of Issue closure). On the Issue Closing Date, the Application Forms will be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time) and uploaded until 5 p.m. or such extended time as may be permitted by the Stock Exchange. Further, pending mandate requests for bids placed on the last day of bidding will be validated by 5 p.m. on one Working Day post the Issue Closing Date. For further details please see "General Information" on page* 41.

**For the list of documents executed/ to be executed, please see "Material Contracts and Documents for Inspection" on page* 298.

While the NCDs are secured to the tune of 100% of the principal and interest thereon in favour of Debenture Trustee, it is it the duty of the Debenture Trustee to monitor the security cover is maintained.

Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

SPECIFIC TERMS FOR NCDs

Series	**I**	**II**	**III**	**IV****	**V**	**VI**	**VII**	**VIII**	**IX**	**X**
Frequency of Interest Payment	Annual	Cumulative	Monthly	Annual	Cumulative	Monthly	Annual	Cumulative	Monthly	Annual
Minimum Application	₹ 10,000 (10 NCDs) across all Series									
Face Value/ Issue Price of NCDs (₹/ NCD)	₹ 1,000									