

## SECTION VII – ISSUE RELATED INFORMATION

### ISSUE STRUCTURE

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

<b>Issuer</b>	Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited)
<b>Type of instrument</b>	Secured, redeemable, non-convertible debentures
<b>Seniority (Senior or Subordinated)</b>	Senior
<b>Nature of the Instrument</b>	Secured, redeemable, non-convertible debentures
<b>Mode of the Issue</b>	Public Issue
<b>Lead Managers</b>	Trust Investment Advisors Private Limited, Nuvama Wealth Management Limited ( <i>formerly known as Edelweiss Securities Limited</i> ) and Tipsons Consultancy Services Private Limited
<b>Debenture Trustee</b>	Beacon Trusteeship Limited
<b>Depositories</b>	NSDL and CDSL
<b>Registrar</b>	KFIN Technologies Limited ( <i>formerly known as KFIN Technologies Private Limited</i> )
<b>Issue</b>	Public issue of 15,00,000 secured redeemable NCDs of our Company of face value of ₹ 1,000 each aggregating up to ₹ 750 million (“ <b>Base Issue Size</b> ”), with a green shoe option of up to ₹ 750 million, aggregating up to ₹ 1,500 million (“ <b>Issue</b> ”), on the terms and in the manner set forth herein.
<b>Minimum Subscription</b>	Minimum subscription is 75% of the Base Issue, i.e., ₹ 562.50 million
<b>Base Issue Size</b>	₹ 750 million
<b>Green Shoe Option</b>	Up to ₹ 750 million.
<b>Eligible Investors</b>	Please see “ <i>Issue Procedure – Who can apply?</i> ” on page 237.
<b>Objects of the Issue</b>	Please see “ <i>Objects of the Issue</i> ” on page 56.
<b>Details of Utilization of the Proceeds</b>	Please see “ <i>Objects of the Issue</i> ” on page 56.
<b>Interest Rate on each category of investor</b>	Please see “ <i>Terms of the Issue</i> ” on page 218.
<b>Step up/ Step Down Interest rates</b>	NA
<b>Interest type</b>	Fixed
<b>Interest reset process</b>	NA
<b>Frequency of interest payment</b>	Please see “ <i>Terms of the Issue</i> ” on page 218.
<b>Interest payment date</b>	Please see “ <i>Terms of the Issue</i> ” on page 218.
<b>Day count basis</b>	Actual / Actual
<b>Interest on application money</b>	NA
<b>Default Interest rate</b>	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.
<b>Tenor</b>	Please see “ <i>Terms of the Issue</i> ” on page 218.
<b>Redemption Date</b>	Please see “ <i>Issue Related Information</i> ” on page 211.
<b>Redemption Amount</b>	Please see “ <i>Issue Structure – Specific Terms for NCDs</i> ” on page 215.
<b>Redemption Premium/ Discount</b>	Please see “ <i>Issue Structure – Specific Terms for NCDs</i> ” on page 215.
<b>Face Value</b>	₹ 1,000 per NCD
<b>Issue Price</b>	₹ 1,000 per NCD
<b>Discount at which security is</b>	NA

<b>issued and the effective yield as a result of such discount</b>	
<b>Put date</b>	NA
<b>Put price</b>	NA
<b>Call date</b>	NA
<b>Call price</b>	NA
<b>Put notification time</b>	NA
<b>Call notification time</b>	NA
<b>Minimum Application size and in multiples of NCD thereafter</b>	₹ 10,000 (10NCD) and in multiples of ₹ 1,000 (1 NCD) thereafter.
<b>Market Lot / Trading Lot</b>	The market lot will be 1 Debenture (“ <b>Market Lot</b> ”). 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.
<b>Pay-in date</b>	Application Date. The entire Application Amount is payable on Application.
<b>Credit Ratings</b>	The NCDs proposed to be issued under this Issue have been rated “CRISIL AA-/Negative” (pronounced as CRISIL double A minus rating with negative outlook) for an amount of ₹ 1,500 million by CRISIL Ratings Limited <i>vide</i> their rating letter dated June 23, 2023 and “[ICRA] A+ (Stable) (pronounced as ICRA A plus rating with stable outlook) by ICRA Limited for an amount of up to ₹ 1,500 million by way of its letter dated June 30, 2023.
<b>Listing</b>	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.
<b>Depository</b>	NSDL and CDSL
<b>Modes of payment</b>	Please see “ <i>Issue Structure– Terms of Payment</i> ” on page 216.
<b>Issuance mode of the Instrument*</b>	In dematerialised form only
<b>Trading mode of the instrument*</b>	In dematerialised form only
<b>Issue opening date</b>	Wednesday, August 30, 2023
<b>Issue closing date**</b>	Tuesday, September 12, 2023
<b>Issue Timing</b>	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 this 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.
<b>Record date</b>	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.
<b>Settlement mode of instrument</b>	Please see “ <i>Terms of the Issue - Payment on Redemption</i> ” on page 232.
<b>All covenants of the Issue (including side letters, accelerated payment clause, etc.)</b>	As specified the Debenture Trust Deed.
<b>Description regarding security</b>	The principal amount of the NCDs to be issued in terms of this Prospectus together

<p><b>(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</b></p>	<p>with all interest due and payable on the NCDs, thereof shall be secured by way of pari-passu charge on the assets of the company including loans and advances, receivables, investments, current &amp; other assets and immovable property / Fixed Assets held by the Company, 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).</p> <p>For further details on date of creation of security/likely date of creation of security, minimum security cover etc., please refer to the “<i>Terms of the Issue – Security</i>” on page 218.</p>
<p><b>Issue documents</b></p>	<p>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 “<i>Material Contracts and Documents for Inspection</i>” on page 274.</p>
<p><b>Condition precedent to disbursement</b></p>	<p>Other than the conditions specified in the SEBI NCS Regulations, there are no conditions precedent to disbursement.</p>
<p><b>Condition subsequent to the disbursement</b></p>	<p>Other than the conditions specified in the SEBI NCS Regulations, there are no conditions subsequent to disbursement.</p>
<p><b>Events of default (including manner of voting/conditions of joining Inter Creditor Agreement)</b></p>	<p>Please refer to the section titled “<i>Terms of the Issue – Events of Default (including manner of voting/conditions of joining Inter Creditor Agreement)</i>” on page 219.</p>
<p><b>Creation of recovery expense fund</b></p>	<p>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.</p>
<p><b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b></p>	<p>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.</p>
<p><b>Deemed date of Allotment</b></p>	<p>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</p>

	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.
<b>Roles and responsibilities of the Debenture Trustee</b>	Please see section titled “ <i>Terms of the Issue – Trustees for the NCD Holders</i> ” on page 219.
<b>Risk factors pertaining to the Issue</b>	Please see section titled “ <i>Risk Factors</i> ” on page 16.
<b>Provisions related to Cross Default Clause</b>	NA
<b>Governing law and Jurisdiction</b>	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.
<b>Working day convention</b>	<p>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.</p> <p>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.</p>

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 this 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 274.*

*While the NCDs are secured to the tune of 100% of the principal and interest thereon in favour of Debenture Trustee, it is 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.*

Please refer to Annexure D for details pertaining to the cash flows of the Company in accordance with the SEBI Master Circular.

## SPECIFIC TERMS FOR NCDs

Series	I	II	III	IV*	V	VI	VII	VIII	IX	X
Frequency of Interest Payment	Annual	NA	Monthly	Annual	NA	Monthly	Annual	NA	Monthly	Annual
Minimum Application	₹ 10,000 (10 NCDs) across all Series									
Face Value/ Issue Price of NCDs (₹/ NCD)	₹1,000									
In Multiples of thereafter (₹)	₹ 1,000 (1 NCD)									
Tenor	24 months	24 months	36 months	36 months	36 months	60 months	60 months	60 months	120 months	120 months
Coupon (% per annum) for NCD Holders in Category I, II, III & IV	8.95%	NA	9.20%	9.60%	NA	9.67%	10.10%	NA	10.00%	10.45%
Effective Yield (per annum) for NCD Holders in Category I, II, III & IV	8.94%	8.95%	9.58%	9.59%	9.60%	10.10%	10.09%	10.10%	10.46%	10.44%
Mode of Interest Payment	Through various mode available									
Amount (₹ / NCD) on Maturity for NCD Holders in Category I, II, III & IV	₹1,000	₹1,187.30	₹1,000	₹1,000	₹1,317.00	₹1,000	₹1,000	₹1,618.70	₹1,000	₹1,000
Maturity / Redemption Date (Months from the Deemed Date of Allotment)	24 months	24 months	36 months	36 months	36 months	60 months	60 months	60 months	120 months	120 months
Put and Call Option	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

\*Our Company shall allocate and allot Series IV NCDs wherein the Applicants have not indicated the choice of the relevant NCD Series.

1. With respect to Series where interest is to be paid on an annual basis, relevant interest will be paid on each anniversary of the Deemed Date of Allotment on the face value of the NCDs. The last interest payment under annual Series will be made at the time of redemption of the NCDs.

2. With respect to Series where interest is to be paid on monthly basis, relevant interest will be paid on the first date of every month on the face value of the NCDs. The last interest payment under monthly Series will be made at the time of redemption of the NCDs.

3. Subject to applicable tax deducted at source, if any.

4. Please refer to Annexure D for details pertaining to the cash flows of the Company in accordance with the SEBI Master Circular.

All Category of Investors in the proposed Issue who are also holders of NCD(s)/Bond(s) previously issued by our Company, and/ or ECL Finance Limited, Edelweiss Financial Services Limited and Edelweiss Retail Finance Limited as the case may be, and/ or are equity shareholder(s) of Edelweiss Financial Services Limited as the case may be, on the Deemed Date of Allotment and applying in Series I, Series III, Series IV, Series VI, Series VII, Series IX and/ or Series X shall be eligible for additional incentive of 0.20% p.a. provided the NCDs issued under the proposed Issue are held by the investors on the relevant Record Date applicable for payment of respective coupons, in respect of Series I, Series III, Series IV, Series VI, Series VII, Series IX and/ or Series X.