



महाराष्ट्र MAHARASHTRA

2024

DK 013440

प्रधान सूद्रांक कार्यालय, मुंबई
प.सू.वि.क. ८००००९९
11 FEB 2025
सक्षम अधिकारी C

श्रीमती सुधमा चव्हाण ।

"This stamp paper forms an integral part of the Debenture Trustee Agreement dated 18th February 2025 executed inter alia between Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the Issuer and Beacon Trusteeship Limited as the Debenture Trustee."





महाराष्ट्र MAHARASHTRA

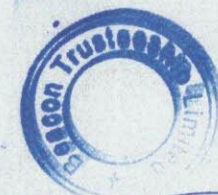
2024

DK 013439

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००९९
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महाराष्ट्र MAHARASHTRA

2024

DK 013441

प्रधान मुद्रांक कार्यालय, मुंबई
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Handwritten signature of the official.

DEBENTURE TRUSTEE AGREEMENT

Dated 18th day of February 2025

BETWEEN

NIDO HOME FINANCE LIMITED
(formerly known as EDELWEISS HOUSING FINANCE LIMITED)
(as the “**Issuer**” or “**Company**”)

AND

BEACON TRUSTEESHIP LIMITED
(as the “**Debenture Trustee**”)

JC | **JURIS CORP**
Advocates & Solicitors

Legal Counsel
Mumbai | New Delhi



DEBENTURE TRUSTEE AGREEMENT

This **Debenture Trustee Agreement**, (“**this Agreement**”) is made at Mumbai, Maharashtra, India, on this 18th day of February 2025 by and between:

NIDO HOME FINANCE LIMITED (formerly known as *Edelweiss Housing Finance Limited*), a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 with corporate identification number - U65922MH2008PLC182906 and also registered with the Reserve Bank of India / National Housing Bank and having its registered office at Tower 3, 5th Floor, Wing B, Kohinoor City Mall Kohinoor City, Kiroh Road, Kurla (West) Mumbai - 400070, Maharashtra, India (hereinafter referred to as the “**Issuer**” or “**Company**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns etc.) of the **ONE PART**;



AND

BEACON TRUSTEESHIP LIMITED, a company incorporated and validly existing under the Companies Act, 2013 with corporate identification number L74999MH2015PLC271288, having its registered office at 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra(East), Mumbai, Maharashtra, India, 400051, duly registered as a debenture trustee with the Securities and Exchange Board of India (hereinafter referred to as the “**Debenture Trustee**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns etc.) of the **OTHER PART**.

(The Issuer and the Debenture Trustee shall be individually referred to as a “**Party**” and collectively as the “**Parties**”.)

WHEREAS:

- (A) With a view to raising debt for lending and repayment of debt of banks / non-banking finance companies other than those related to the Issuer, pursuant to authorization granted by resolution of the Securities Committee dated 13th February 2025 read along with the resolution passed by the board of directors dated 7th May 2024, proposes to issue and allot up to 1,000 (One Thousand) senior, secured, rated, listed, redeemable, taxable, non-convertible debentures, each, having a face value of ₹ 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to ₹ 10,00,00,000/- (Indian Rupees Ten Crores Only) (“**Debentures**”), on a private placement basis (“**Issue**”) in terms of the debenture trust

<p>Nido Home Finance Limited (formerly known as <i>Edelweiss Housing Finance Limited</i>) as the “Issuer”</p> 	<p>Beacon Trusteeship Limited as the “Debenture Trustee”</p> 
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deed to be executed between the Issuer and the Debenture Trustee (“**Debenture Trust Deed**”), General Information Document and Key Information Document and other transaction documents (“**Transaction Documents**”) and such issue of Debentures is within the borrowing limits of the Issuer for an amount not exceeding ₹ 7000,00,00,000/ (Indian Rupees Seven Thousand Crores only) as approved pursuant to the shareholders resolution dated June 26, 2024.

- (B) Pursuant to the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (“**Debenture Trustees Regulations**”) Act and the SEBI Debenture Trustees Circular, the Issuer is required to appoint a debenture trustee for the benefit of the Debenture Holders and accordingly the Issuer has approached Beacon Trusteeship Limited to act as the debenture trustee for the Debenture Holders and the Debenture Trustee has, consented to act as the debenture trustee, for the benefit of the Debenture Holders to secure the payment and other obligations of the Issuer in respect of the Issue as set out in the **Annexure** hereto, on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.1 Definitions

In these presents, except as otherwise provided or unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the meanings assigned to them under the Debenture Trust Deed:

“**Applicable Law**” shall mean any statute, national, state, union territory, provincial, local, municipal or other law, regulation, ordinance, rule, judgment, order, decree, byelaws, approval of Governmental Authority, directives, guidelines, policy requirement, circulars or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in India of any of the foregoing by Governmental Authority in India.

“**Business Day**” means any day (other than a Saturday, or a Sunday or a bank holiday) on which the commercial banks are open for general business in Mumbai, Maharashtra, India.

<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the “Issuer”</p> 	<p>Beacon Trusteeship Limited as the “Debenture Trustee”</p> 
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Additionally, the day on which payment of interest / redemption with respect to debt securities falls due, it has been decided that interest / redemption payments shall be made only on the days when the money market is functioning in Mumbai, Maharashtra, India.

“**Business Days**” shall be construed accordingly.

“**Deemed Date of Allotment**” shall mean the date on which the Debentures shall have been deemed to have been allotted to the Debenture Holders.

“**Debenture Holders**” shall mean holders of the Debentures.

“**SEBI Debenture Trustees Master Circular**” means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/PoD3/P/CIR/2024/46 dated May 16, 2024, titled “Master Circular for Debenture Trustees” as amended from time to time.

“**SEBI NCS Master Circular**” means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, titled “Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper” as amended from time to time.

“**Securities Committee**” shall mean the securities committee of the Company for the time being and from time to time.



1.2 Principles of construction

To the extent not expressly excluded, the provisions of Clause 1.2 (*Interpretation*) of the Debenture Trust Deed shall apply to this Agreement, as if expressly set out herein (*mutatis mutandis*) with each reference to the Debenture Trust Deed being deemed to be a reference to this Agreement.

2. APPOINTMENT OF TRUSTEE

2.1 The Issuer hereby appoints Beacon Trusteeship Limited as the Debenture Trustee for and on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Issuer and the Debenture Trustee hereby agrees to act as Debenture Trustee for and on behalf of and for the benefit of the Debenture Holders of the said Debentures.

2.2 The Issuer shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for its services as agreed between the Issuer and the



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Debenture Trustee and set out in the fee letter dated 14th February 2025 having reference number – 53263/CL/MUM/24-25/DEB/592 for their services as Debenture Trustee.

- 2.3 Apart from the Debenture Trustee fees, the Issuer shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all reasonable expenses and out-of-pocket costs incurred by the Debenture Trustee. The Issuer shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.



3. COVENANTS

- 3.1 The Issuer shall comply with all the required provisions of Applicable Law and regulations in relation to execution and consummation of transactions contemplated under the Transaction Documents.
- 3.2 The Issuer shall execute the Debenture Trust Deed in Form SH.12 (or in a format as close as possible to Form SH.12) as prescribed under the Act including such other clauses as may be required under the Applicable Law.
- 3.3 As the Debentures are to be secured, the Issuer shall create security over such of its receivables in favour of the Debenture Trustee on such terms and conditions as disclosed in the General Information Document, the Key Information Document and other Transaction Documents. The security so created pursuant to the security documents shall be registered (if required) with the registrar of companies (ROC), central registry of securitization asset reconstruction and security interest (CERSAI), depository, information utility or any other institution, as applicable, within 30 (thirty) days of creation of such charge or such other timeline as set out in the Transaction Documents.
- 3.4 The Issuer shall comply with the provisions of the Debenture Trustees Regulations, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, SEBI NCS Master Circular, SEBI Debenture Trustees Master Circular, listing agreement executed with the stock exchange and other applicable provisions under applicable laws, regulations and guidelines, as amended from time to time ("**Relevant Laws**") in connection with the issuance, allotment, listing and continued compliance of the Debentures until the

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redemption in full of all the Debentures. Further the Issuer undertakes to comply with all regulations/ provisions of the Act and guidelines of other regulatory authorities in respect of allotment of the Debentures till redemption.

- 3.5 The Issuer confirms it is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Issuer is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Issuer.
- 3.6 The Debenture Trustee, "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.
- 3.7 The Issuer shall within 30 (thirty) Business Days of the Deemed Date of Allotment of the Debentures, furnish the following details to the Debenture Trustee:
- (a) Date of actual allotment of the Debentures;
 - (b) Amounts raised under the Issue; and
 - (c) List of Debenture Holders.
- 3.8 The Issuer hereby declares and confirms that the Issuer or the person in control of the Issuer have not been restrained or prohibited or debarred by the Securities and Exchange Board of India from accessing the securities market or dealing in securities.
- 3.9 The Debenture Trustee confirms that it: (a) is not an associate of the Company; (b) does not beneficially hold shares in the Company; (c) is not a promoter, director or key managerial personnel or any other officer or an employee of the Company or of any holding company or a subsidiary or affiliate of the Company, under the Act; (d) is not beneficially entitled to monies which are to be paid by the Company otherwise than as remuneration payable to the Debenture Trustee; (e) has not furnished any guarantee in respect of the Debentures or any interest thereon; (f) is not indebted to the Company, or its subsidiary or its holding or associate company or a subsidiary of such holding company; (g) does not have any pecuniary relationship with the Company amounting to 2% (two percent) or more of its gross turnover or total income or INR 50,00,000/- (Indian Rupees Fifty Lakhs only), whichever is lower, during the two immediately preceding financial years or during the current Financial Year; (h) is not a relative of any promoter or any person

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who is in the employment of the Company as a director or 'key managerial personnel', under the Act and (i) is not likely to have any conflict of interest in any other manner.

3.10 Documents required to be submitted by the Issuer to the Debenture Trustee, prior to or simultaneously with execution of this Agreement:

The terms of this Agreement shall be effective only upon the submission by the Issuer of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws, including in connection with verification of the security and the required security cover for the Debentures, which is undertaken by the Issuer to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Issuer shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as set out in **Schedule 1** (*Information/Documents to be provided by the Issuer, prior to entering into this Agreement*) hereto.

3.11 Terms of carrying out due diligence prior to the issue of Debentures:

- (a) The Debenture Trustee, either through itself or its agents/advisors/ consultants, shall carry out requisite diligence to verify the status of encumbrance of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the General Information Document and / or the Key Information Document and the Relevant Laws, has been obtained. For carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents/ advisors/consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors/ consultants/ lawyers/ management consultants appointed by the Debenture Trustee;
- (b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the ROC, CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer for securing the Debentures, are registered / disclosed;
- (c) Further, in the event that existing charge holders and/or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Issuer to create further pari-passu charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing



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the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders (if any) about proposal of creation of further encumbrance;

- (d) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations, and disclosures as may be required by the (in the sole discretion of the Debenture Trustee) to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws; and
- (e) The Debenture Trustee shall have the power to either independently appoint or direct the Issuer to (after consultation with the Debenture Trustee) appoint intermediaries, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee required under the Relevant Laws. All direct and actual costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs with prior written approval of the Issuer, shall be solely borne by the Issuer.



3.12 Information accuracy and storage:

- (a) The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee (including under the Key Information Document) are true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) All disclosures made in the Key Information Document with respect to creation of security are in conformation with the clauses of this Agreement;
- (c) The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures; and
- (d) The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Law)

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information including the credit history and the conduct of the account(s) of the Issuer as well as all details in relation to the assets of the Issuer and all third party security providers, guarantors and other undertaking providers, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Issuer agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

- 3.13 The Issuer shall, *inter alia*, furnish to the Debenture Trustee the documents listed in the **Schedule 2** and such other documents as may be requested by the Debenture Trustee from time to time and when they are available.
- 3.14 The Issuer shall create security by way of hypothecation on pari-passu charge basis on the assets of the Company comprised of loans and advances, receivables, investments, current assets & other assets in favour of the Debenture Trustee on such terms and conditions as disclosed in the relevant 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% (one hundred percent) of the Outstanding Principal Amounts of the Debentures and interest thereon is maintained at all time until the Maturity Date, and shall execute all other necessary Security Documents for the Debentures as approved by the Debenture Trustee, within the timelines required by applicable provisions of law.
- 3.15 The Issuer hereby agrees and undertakes to comply with all regulations and/or provisions of the Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures till redemption.
- 3.16 The Issuer hereby agrees and undertakes to comply with the stamp duty regulations.
- 3.17 The Issuer shall, till all the monies in respect of the Debentures have been fully paid-off in terms of the Debenture Trust Deed, ensure compliance with the Companies Act, 2013 and other applicable provisions.
- 3.18 The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee are set out in the Debenture Trust Deed and the other Transaction Documents.
- 3.19 **Authorization and Consents :**

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The Issuer represents that all actions (including corporate actions), conditions and things required to be taken, fulfilled and done (including the obtaining of any consents, if applicable, by the Issuer) in order to: (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement; (b) ensure that those obligations are legally binding and enforceable; and (c) make this Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with all Applicable Laws.

4. NOTICES

Any notices, approvals, instructions and other communications for the purposes of this Agreement shall be made in writing and, unless otherwise stated, may be given by email or by fax or by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address mentioned below and/or any other address subsequently notified to the other Party.

Issuer:

NIDO HOME FINANCE LIMITED



(formerly known as Edelweiss Housing Finance Limited)

Attention : Ms. Archana Nadgouda
Address : Tower 3, 5th Floor, Wing B, Kohinoor City Mall, Kohinoor City, Kiroli Road, Kurla (West) Mumbai 400070
Email : cs.cbg@nidohomefin.com
Telephone : +91 22 4272 2200

Debenture Trustee:

BEACON TRUSTEESHIP LIMITED

Attention : Mr. Kaustubh Kulkarni
Address : 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra East, Mumbai 400051
Email : compliance@beacontrustee.co.in

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Fax : NA
Telephone : 022 46060278

Any notice served shall be deemed to have been duly given: (i) in case of delivery by hand, when hand delivered to the other Party and in no case exceeding 24 (twenty four) hours from dispatch; (ii) when sent by facsimile, upon transmission and receipt of confirmation; (iii) when sent by registered post, where 3 (three) Business Days have elapsed after posting; or (iv) when delivered by courier on the 1st (first) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider; or (v) sent by email, on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone or regular mail to the Person to whom such communication by facsimile was addressed, each communication made by it by facsimile pursuant hereto but the absence of such confirmation by telephone or regular mail shall not affect the validity of any such facsimile communication. A copy of any communication sent to the Debenture Trustee must be sent to the Debenture Holders as well. In the event of change in email address/postal address it will be the obligation of such Party to inform the other Party of the same. In the event the Party fails to do so then the email/ post would be deemed to have been validly served.

5. GOVERNING LAW



This Agreement shall be governed by and construed in accordance with Indian laws.

6. JURISDICTION, ARBITRATION & DISPUTE RESOLUTION

6.1 The Issuer irrevocably agrees that the competent courts and tribunals of Mumbai, Maharashtra, India shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising from or in connection with this Agreement and any dispute regarding the existence, validity or termination of this Agreement) ("**Dispute**") and the Issuer hereby submits to the same.

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- 6.2 The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at Mumbai, Maharashtra, India and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the courts and tribunals at Mumbai, Maharashtra, India shall be conclusive and binding upon them may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by.
- 6.3 Any ambiguity in interpretation of terms herein and dispute (if any) shall be amicably settled amongst the Parties. If not so resolved, it shall be resolved through arbitration as per the prevailing law in India and the matter may be referred to a sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 and/ or amendments thereto. The seat of arbitration shall be Mumbai, Maharashtra, India and the language of arbitration shall be in English. This Agreement shall be governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Mumbai, Maharashtra, India and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement and the relevant Debenture Trust Deed may be brought before such courts.
- 6.4 The Issuer hereby consents generally in respect of any proceedings arising out of or in connection with any Transaction Documents to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.
- 6.5 Smart online dispute resolution
- (a) Further to the applicable provisions of the SEBI DT Regulations, SEBI's master circular on online dispute resolution dated July 31, 2023 and amendment to the circular dated August 4, 2023 as amended from time to time and such other Applicable Laws (collectively referred to as the "**SEBI ODR Regulations**"), any dispute solely in relation to activities of the Debenture Trustee in relation to the Debentures that are within the mandatory scope of the SEBI ODR Regulations, to the extent applicable, will be resolved in accordance with the provisions thereunder through online conciliation and/or online arbitration under the online portal.

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- (b) The provisions of this Clause 6.5 must be read harmoniously with the other provisions of this Agreement and the other Transaction Documents and in case of any inconsistencies between the provisions of this Clause 6.5 and the other provisions of this Agreement and the other Transaction Documents, Clause 5 (*Governing Law*) and Clause 6.1 to Clause 6.4 (*Jurisdiction*) shall prevail to the extent of the inconsistency pursuant to this Clause, unless the issue mandatorily falls within the scope of the SEBI ODR Regulations.

7. MISCELLANEOUS

- 7.1 This Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors and permitted assigns of each Party.
- 7.2 The Issuer shall pay, and in any event before any direct, actual and proven interest or penalty becomes payable, any stamp duty, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.
- 7.3 Counterparts
- (a) This Agreement may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.
- (b) If the Parties elect to execute this Agreement in counterparts:
- (i) the executed signature pages of each Party may be collated into a single copy of this Agreement;
 - (ii) the Issuer will transmit the signed signature page(s) to the Debenture Trustee, and the Debenture Trustee is hereby authorized by the Issuer to collate and attach them into a single copy of this Agreement; and
 - (iii) the execution in accordance with this sub-Clause (b) will have the same effect as if this Agreement had been executed by the Parties in a single copy of this Agreement.

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SCHEDULE 1

INFORMATION/ DOCUMENTS TO BE PROVIDED BY THE ISSUER, PRIOR TO ENTERING INTO THIS AGREEMENT

- 1) Details of/ information in relation to the assets on which charge is proposed to be created including:
 - (a) Details of movable properties/Hypothecated Assets on which charge is proposed to be created;
 - (b) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and
 - (c) Copy of evidence of registration with the ROC.

- 2) The following information/ consents along-with their validity as on date of their submission:
 - (a) Details of encumbrance over the Hypothecated Assets (if any) along with details of charge holders, their contact details including email addresses;
 - (b) value/ amount of the asset;
 - (c) copy of evidence of registration with ROC, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc.;
 - (d) relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any;
 - (e) Details of existing unsecured lenders, having negative lien, their contact details including email addresses; and
 - (f) Consent/ no-objection certificates from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders.

- 3) Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security or as required under Applicable Law.

<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the "Issuer"</p> 	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p> 
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SCHEDULE 2

LIST OF DOCUMENTS TO BE PROVIDED 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) A certified true copy of the resolution passed by the board of directors of the Company for issue of Debentures.
- 3) A certified true copy of the resolution passed by the Securities Committee of the Company in relation to the issue of Debentures and appointment of intermediaries, and approving the Transaction Documents for the same.
- 4) A certified copy of a special resolution of the shareholders of the Company under Section 180(1)(a) and Section 180(1)(c) of the Companies Act.
- 5) A certified copy of a special resolution of the shareholders of the Company approving the private placement of the Debentures under Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, prescribed under Section 42 of the Companies Act.
- 6) A certificate from the authorised officer of the Issuer setting out the following:
 - (a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories;
 - (b) that the Issuer has necessary powers under the Charter Documents of the Issuer to borrow monies by way of issue of the Debentures;
 - (c) that consents and approvals required from the Issuer from its creditors have been obtained for the issuance of Debentures and creation of Security;
 - (d) that no consents and approvals are required from the Issuer from any Governmental Authority or any other person for the issuance of Debentures and creation of Security;
 - (e) that the representations and warranties contained / to be contained in the Debenture Trust Deed and the Transaction Documents are true and correct in all respects;



<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the "Issuer"</p>	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p>
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- (f) no Event of Defaults or potential Event of Default has occurred or is subsisting;
 - (g) no Material Adverse Effect has occurred;
 - (h) no investor or shareholder consent and /or approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents and /or instruments entered into by the Issuer and its shareholders or investors, is required by the Issuer to enter into or perform its obligations under the Transaction Documents;
 - (i) the present issue of Debentures is within the limits authorised by the Board, relevant committee and the shareholders in the committee resolution, board resolution and the shareholders resolution respectively and that the same as still valid, binding and subsisting and have not been rescinded; and
 - (j) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders or investors of the Issuer.
- 7) A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or committee resolution or shareholders' resolution (as applicable) passed for the issue of Debentures.
- 8) The Issuer shall have executed the following in the manner and form as required by the Debenture Trustee:
- (a) Debenture Trust Agreement;
 - (b) Debenture Trust Deed;
 - (c) Deed of Hypothecation; and
 - (d) Any other document as required by the Debenture Trustee or the Debenture Holders.
- 9) A copy of Debenture Trustee Consent Letter from the Debenture Trustee.
- 10) The Issuer shall have circulated the General Information Document and Key Information Document for the issue of the Debentures.
- 11) A copy of the letter from the RTA providing its consent to act as the RTA for the issue of Debentures.



<p>Nido Home Finance Limited <i>(formerly known as Edelweiss Housing Finance Limited)</i> as the "Issuer"</p> 	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p> 
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- 12) A copy of the press release issued by the Rating Agency along with the credit rating letter providing a credit rating to the Debentures along with the rating rationale/credit opinion.
- 13) A copy of the tri-partite agreement executed by the Issuer with the Registrar and the Depository.
- 14) A copy of evidence that all "know your customer" has been provided to the satisfaction of the Debenture Trustee/Debenture Holders.
- 15) The latest Financial Statements for the previous Financial Year.
- 16) A copy of Form PAS-3 (as per the Act) being the return of allotment of Debentures with the Registrar of Companies.
- 17) A copy of Form PAS-5 (as per the Act) being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the Debentures.
- 18) An end-use certificate from an independent Chartered Accountant, certifying the heads under which funds have been utilized in accordance with Transaction Documents.
- 19) Copy of filed Form CHG-9 as per the Act, or such other form as may be prescribed with the relevant Registrar of Companies to be filed by the Issuer in relation to the Security created over the Hypothecated Assets and such other forms as required for the perfection of security.
- 20) Confirmation/proofs of payment of interest and principal amount made to the Debenture holders on the applicable due dates.
- 21) Copy of the in-principle approval from the Stock Exchange for listing of the Debentures.
- 22) Listing application along with the required details / annexures submitted to the Stock Exchange.
- 23) Listing and trading permission from the Stock Exchange.
- 24) The membership details and other credentials (as applicable) of the Issuer with respect to any credit information bureau (including without limitation, CIBIL, Equifax, CRIF Highmark

<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the "Issuer"</p> 	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p> 
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and Experian) to the Debenture Trustee in the mode and manner as required by the Majority Debenture Holders.

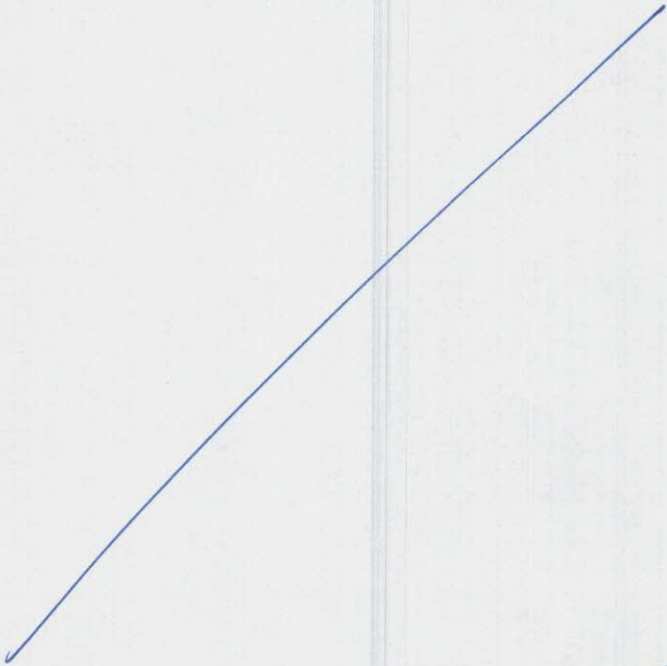
- 25) Periodical reports as required under the terms of the Debenture Trust Deed (as applicable) including / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchanges under the debt listing agreement, SEBI NCS Regulations, SEBI NCS Master Circular, SEBI Debenture Trustees Master Circular or the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time).
- 26) Security Cover Certificate, if required.
- 27) The Company shall ensure to furnish the list of documents as per the compliance checklist provided by the Debenture Trustee within the prescribed timeline. If compliance documents are not provided by the Company as per compliance checklist having reference BTL/OPR/24-25/68756 dated February 17, 2025 within the prescribed timeline, the Debenture Trustee shall be entitled to waive off from its responsibilities falling under this transaction and towards Debenture Holders.
- 28) Such other information/documents as may be required by the Debenture Trustee.

<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the "Issuer"</p> 	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p> 
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Annexure

Debenture Trustee Engagement Letter

(as attached separately)



<p>Nido Home Finance Limited (formerly known as Edelweiss Housing Finance Limited) as the "Issuer"</p>	<p>Beacon Trusteeship Limited as the "Debenture Trustee"</p>
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53263/CL/MUM/24-25/DEB/592

Date: February 14, 2025

NIDO Home Finance Limited (Formerly known as Edelweiss Housing Finance Limited)Tower 3, 5th Floor, Wing B,
Kohinoor City Mall, Kohinoor City,
Kiroli Road, Kurla (W),
Mumbai-400070, Maharashtra
India**Kind Attn: Ms. Vinita Bhagwani****Sub: Engagement Letter to act as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating upto Rs. 10.00 Crores**

Dear Mam,

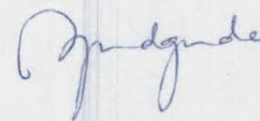
This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating to Rs. 10.00 Crores

In this context, please find enclosed herewith Terms of Engagement of BTL **Annexure I** and Terms of Engagement **Annexure II**.

Kindly acknowledge and return a copy of this letter by email/ courier as a token of your acceptance of the terms. Should you require any clarifications please do not hesitate to get in touch with the following:

Name	Designation	Mobile	Email
Bhagyashree Korpade	Relationship Manager	+91 7208967002	bhagyashree@beacontrustee.co.in
Jaydeep Bhattacharya	Executive Director	+91 9324724949	jaydeep@beacontrustee.co.in
Kaustubh Kulkarni	Director	+91 9920699299	kk@beacontrustee.co.in

We look forward to working with your organization and building a long-standing mutually beneficial relationship

Yours faithfully
For Beacon Trusteeship LimitedAccepted
For NIDO Home Finance Limited (Formerly known as Edelweiss Housing Finance Limited)**Bhagyashree Korpade**
Relationship Manager
Mumbai, 14-Feb-2025
Authorised Signatory
14/02/2025**Authorised Signatory****BEACON TRUSTEESHIP LTD.**Regd & Corporate Office : 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051
CIN: L74999MH2015PLC271288

Phone : 022 - 46060278 | Email : contact@beacontrustee.co.in | Website : www.beacontrustee.co.in

Annexure I
Terms of Engagement of Beacon Trusteeship Limited (BTL)

Debenture Trustee - Rs. 10.00 crores

Acceptance Fee	Rs. 1,75,000.00	Payable one time on acceptance of Engagement Letter
Annuity Fee	Rs. 0.00	NA
Due Diligence & Periodic Monitoring Fees	At actuals	At each instance
Out of pocket expense	At actuals	With prior approval

Annuity fees are payable till the debentures are redeemed and the security is released

The above fees are exclusive of Goods & Services Tax, Education Cess, and any other Tax as may be levied by the Government from time-to-time; and Out of Pocket expenses like Audit fees, Legal counsel fees, travelling expenses, etc if any.

The Company shall pay the above-mentioned remuneration within 45 days from the date of the invoice. In case of a delay, the Company shall be liable to pay interest at the rate of 12% per annum

In case of default, all activity related to invocation of Security/(ies) and/or enforcement of collateral will entail separate fees and will be borne by the Issuer. If the Issuer is unable to pay the fees at the time of Enforcement, the same will need to borne by Debenture Holders / Lender / Investor / Beneficiary.

This offer is made basis the information provided and is valid for 30 days from the date of the Offer. Beacon, at its sole discretion, may withdraw or not proceed with the Offer.



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Annexure II

Terms of Engagement

(A) The Company wishes to engage Beacon Trusteeship Limited (“Beacon”) to act as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating to Rs. 10.00 Crores in accordance with the terms and subject to the conditions set out herein and the relevant transaction documents (the “Engagement”); and

(B) Beacon is engaged in the business of trusteeship services and has the necessary resources, infrastructure and capability to act as the trustee

This Letter will be supplemented with the definitive documents to be executed in relation to the transaction (“Transaction Documents”).

AGREED TERMS:

1. TERMS OF ENGAGEMENT

1.1 The Company shall engage Beacon to perform trusteeship services on the terms and conditions mentioned in this Letter and the Transaction Documents.

1.2 The Engagement shall commence on February 14, 2025 (“the Effective Date”) and shall continue until the date on which it is terminated as provided by the terms of the Engagement (the “Engagement Period”).

1.3 The Parties also agree that upon, or after, acceptance of this Letter by the Company, Parties may enter into such other agreements and deeds as may be necessary for the provision of trusteeship services by Beacon (“Transaction Documents”).

2. FEES AND EXPENSES

2.1 In consideration of the provision of the Services during the Engagement, the Company shall pay to Beacon the fees as set out in Annexure I hereto (“Trusteeship Fees”).

2.2 The Trusteeship Fees are exclusive of goods and services tax and/or any other similar taxes except withholding taxes.

2.3 All payments due to Beacon will be made by bank transfer, and no payments will be made in cash or bearer instruments. No payments will be made to a third party and all payments will be made at Company’s option in the place where Beacon is domiciled or where it performs the Services.



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3. CONFIDENTIAL INFORMATION

1. Beacon acknowledges that in the course of the Engagement, Beacon will have access to Confidential Information. For the purposes of this Letter "Confidential Information" means all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning the Company, its associated companies (the "Group Companies") or any of its or their clients, employees or other parties with whom the Company or the Group Companies has a relationship which is not known by or readily available to the general public, including without limitation all information regarding the Engagement (including without limitation the fact that discussions or negotiations are taking place or have taken place between the Company, Beacon and other third parties in connection with the Engagement) created, received or learned by Beacon, or provided to Beacon, during the Engagement and including all analyses, compilations, studies or other documents prepared by Beacon which contain or reflect such information.

2. Beacon shall hold and treat all Confidential Information in confidence and shall ensure that all its personnel do the same. Beacon shall not either during the Engagement or at any time after the termination, use or disclose to any person, firm or company any Confidential Information. This restriction does not apply to:

(a) any use or disclosure authorised by the Company in writing;

(b) any disclosure that is required by law provided that to the extent permitted by law,; or

(c) any information which is or becomes publicly available otherwise than through Beacon's unauthorized disclosure.

4. TERMINATION

The term of this Engagement shall, subject to the Transaction Documents, extend till the earlier of: (a) the discharge of Beacon as the trustee pursuant to the Transaction Documents; (b) redemption of the transaction pursuant to the Transaction Documents; and (c) either Party shall have the right to terminate, by giving advance notice as agreed in the Transaction documents.; (d) Beacon shall have the right to terminate with immediate effect, if the Company or any of its affiliates, employee or agent commits any act with an intent to fraudulently deceive or harm to Beacon or perpetrates any act resulting in any third party liability against Beacon, its agents, affiliates, employees or its directors and wilfully commits any act to hamper/harm Beacon's legitimate business interest and adversely affect its goodwill

5. INDEMNIFICATION

The Company agrees to indemnify and hold harmless Beacon and its affiliates and any of their officers, directors, employees and agents (the "Indemnified Persons") from and against (i) all losses, claims, damages or liabilities (or actions in respect thereof) arising out of or relating to a material breach by the Company of this Letter and will reimburse each Indemnified Person for all expenses (including legal fees) as they are incurred by such Indemnified Person in connection with investigating, preparing or defending any such action or claim; and (ii) any liability arising from any employment-related claim or any claim based on worker status brought by the Company. (iii) any liability arising due to technical error or issues in the software used to maintain the data.



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6. NOTICES

6.1 Any notice or document required to be served shall be in writing and shall be delivered to Beacon or the Company by registered or certified mail or by private courier at the address specified below or such other address as may be notified to the other Party from time to time. Any notices or documents served by (i) by e-mail or facsimile shall be deemed to have been served on the date of transmission/dispatch, (ii) private courier shall be deemed to have been served 1 (one) clear business day after it is couriered or (iii) registered post mail shall be deemed to have been served 5 (five) clear business days after it is posted.

6.2 Details for notices are as follows:

Notices to the Company shall be sent to:

Address: Tower 3, 5th Floor, Wing B, Kohinoor City Mall, Kohinoor City, Kirool Road , Kurla (W), Mumbai-400070, Maharashtra

Attention: Ms. Vinita Bhagwani

Contact:

E-mail: vinita.bhagwani@eclf.com

Notices to Beacon shall be sent to:

Address: 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051

Attention: Mr. Kaustubh Kulkarni

Contact: 022-26558759

E-mail: compliance@beacontrustee.co.in

7. VARIATION

No variation of this Letter shall be valid unless it is in writing and signed by or on behalf of each of the parties.

8. PANDEMIC/FORCE MAJEURE/ANY UNCERTAIN EVENT

In case of pandemic or force majeure or any uncertain event, kindly note that Trustee fees shall still be payable. In case our trusteeship fees is not paid within stipulated timelines, then we have right to inform any agencies regarding our outstanding.



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IN WITNESS WHEREOF and in pursuance of the aforesaid the Parties have hereunto caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED BY THE ISSUER)

NIDO HOME FINANCE LIMITED)

(formerly known as Edelweiss Housing Finance Limited))

pursuant to the resolution of the Securities Committee)

held on 13th February 2025)

and by the hand of)

Archana Nadgode, Designation Company Secretary)
(Authorised Signatory))

who has signed in token thereof)

set his hand hereto been affixed hereto)



Witnessed By:

1) Dattaprabhu Katkekar Dinkatar.



SIGNED AND DELIVERED BY)

BEACON TRUSTEESHIP LIMITED)

in its capacity as Debenture Trustee)

by the hand of)

its authorised official)

Ms. Juilee Nayak, Designation Associate legal)

who has signed in token thereof)

set his hand hereto been affixed hereto)

For Beacon Trusteeship Limited


Authorized Signatory

Witnessed By:

1) Sneha Patel

Patel

