



महाराष्ट्र MAHARASHTRA

● 2024 ●

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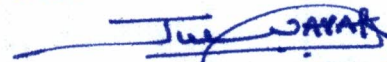
प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र. ८००००९४
17 APR 2025
सक्षम अधिकारी

श्री. विनायक ब. जाधव

This stamp paper forms an integral part of the Debenture Trustee Agreement dated 27 May, 2025 executed between Nido Home Finance Limited as the Company / Issuer and Beacon Trusteeship Limited as the Debenture Trustee at Mumbai, Maharashtra



For Beacon Trusteeship Limited


Authorised Signatory



महाराष्ट्र MAHARASHTRA

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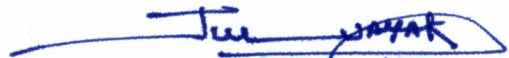
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महाराष्ट्र MAHARASHTRA

2024

DK 347433

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४

17 APR 2025

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For Beacon Trusteeship Limited


Authorised Signatory

DEBENTURE TRUSTEE AGREEMENT



27th MAY 2025



BY AND BETWEEN

NIDO HOME FINANCE LIMITED

AND

BEACON TRUSTEESHIP LIMITED





This **Debenture Trustee Agreement ("Agreement")** made at Mumbai on this 27th day of May 2025 between:

NIDO HOME FINANCE LIMITED, a company incorporated within the meaning of the Companies Act, 1956 and validly existing under the Companies Act, 2013, registered with Reserve Bank of India / National Housing Bank having its registered office at Tower 3, 5th Floor, Wing B, Kohinoor City Mall, Kohinoor City, Kiro Road, Kurla (West) Mumbai 400070 and bearing U65922MH2008PLC182906 as its corporate identification number (hereinafter called the "**Company**" or "**Issuer**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit etc.) of **ONE PART**.

AND

BEACON TRUSTEESHIP LIMITED, a company within the meaning of the Companies Act, 2013 and having its registered office at 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 and bearing L74999MH2015PLC271288 as its corporate identification number (hereinafter called the "**Debenture Trustee**" which expression shall include its successors and assigns and the Trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

WHEREAS:

- A. The Company proposes to issue secured, redeemable, non-convertible debentures each having a face value of ₹ 1,000 (Indian Rupees One Thousand) ("**Debentures/NCDs**") for an amount up to ₹ 750 Millions with an option to retain oversubscription / green shoe option up to ₹ 750 Millions, aggregating up to ₹ 1,500 Millions to the public (the "**Issue**") in terms of the draft prospectus ("**Draft Prospectus**") which the Company intends to file with BSE Limited ("**BSE**" or "**Stock Exchange**") and Securities and Exchange Board of India ("**SEBI**") and the prospectus ("**Prospectus**") which the Company intends to file with the Registrar of Companies, Mumbai, Maharashtra ("**RoC**"), Stock Exchange and SEBI (collectively called the "**Issue Documents**"). The NCDs are being issued in accordance with the provisions of the Companies Act, 2013 as amended ("**Companies Act**"), and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("**SEBI NCS Regulations**") and subject to compliance with any other law, regulations, rules and directions issued by the Government of India or any other regulatory or statutory authority, in this regard.
- B. The Board of Directors of the Company has, pursuant to resolution dated January 24, 2025 has approved issue of secured redeemable non-convertible debentures upto ₹ 7,000,000,000 (Indian Rupees seven thousand million) of ₹ 1,000 (Indian Rupees One Thousand) each in FY 2025-26. The Operations Committee at its meeting held on May 13, 2025 has approved issue of non-convertible debentures each having a face value of ₹ 1,000 (Indian Rupees One Thousand) ("**Debentures/NCDs**") for an amount up to ₹ 750 Millions with an option to retain oversubscription/green shoe option of up to ₹ 750 Millions (Indian Rupees seven hundred fifty million), aggregating up to ₹ 1,500 Millions (Indian Rupees one thousand five hundred million) to the public (the "**Issue**") in accordance with applicable laws, including the Companies Act, SEBI NCS Regulations, and SEBI LODR Regulations, and such Issue is within the borrowing limits of the Issuer for an amount not exceeding ₹ 70,000 million as approved pursuant to the shareholders resolution dated June 26, 2024.
- C. For the purposes of the Issue, the BSE Limited shall be the designated stock exchange ("**BSE**"). The Issuer shall file a Draft Prospectus with BSE and the Securities and Exchange Board of India ("**SEBI**") for the purpose of receiving public comments and the Prospectus with Registrar of Companies, Maharashtra at Mumbai, BSE and the SEBI.
- D. Pursuant to the Companies Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI LODR Regulations**"), SEBI NCS Regulations and the Securities and Exchange Board of



India (Debenture Trustees) Regulations 1993, as amended, the Company is required to appoint a Debenture Trustee for the benefit of the holders of the Debentures. The Company has approached Beacon Trusteeship Limited to act as the Debenture Trustee for the Debenture holders. The Debenture Trustee is registered with SEBI as a debenture trustee under the Debenture Trustee Regulations and has a valid and subsisting registration vide a certificate of registration bearing certificate no. IND000000569 to act as a Debenture Trustee and that the aforesaid certificate is permanently valid, unless suspended or cancelled by SEBI. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended or withheld. The Debenture Trustee hereby confirms that it is validly registered with SEBI as a debenture trustee under the Debenture Trustee Regulations.

- E. Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.
- F. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee, shall be more specifically set out in the debenture trust deed, ("**Debenture Trust Deed**"), to be entered into by the Company and the Debenture Trustee.

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

1. In this Agreement (including the recitals above), all the capitalized terms not defined in this Agreement shall have the same meaning as set forth in the Draft Prospectus and the Prospectus.
2. That the Company hereby appoints Beacon Trusteeship Limited as the Debenture Trustee for the benefit of the Debenture holders of all the series/options of the Debentures being issued by the Company under the Issue and Beacon Trusteeship Limited hereby agrees to act as Debenture Trustee for the Debenture holders. The Company hereby agrees to execute a Debenture Trust Deed in accordance with the applicable statutory and/or regulatory requirements to settle in trust with the Debenture Trustee for the relevant Issue and interest due thereon along with all rights, title and interest in connection therewith, till such time as the Debentures issued pursuant to the Issue remain outstanding and/or are not redeemed or otherwise extinguished.
3. The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed to give effect to the creation of Security for securing the debentures. The remuneration of the Debenture Trustee shall be as per the offer letter dated May 15, 2025 bearing reference no. BTL/DEB/EL/25-26/56 as may be amended/modified from time to time.
4. Arrears of instalments of annual service charges, if any, shall carry interest at the rate of twelve per cent per annum from the date till the actual payment, which shall be payable on the footing of compound interest with quarterly rests.
5. The Company and the Debenture Trustee, as the case may be, shall comply with the provisions of the Companies Act, Debenture Trustee Regulations, SEBI NCS Regulations, SEBI LODR Regulations, SEBI Debenture Trustee Master Circular dated May 16, 2024 bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 as may be amended from time to time ("**SEBI Master Circular for Debenture Trustees**") and SEBI Circular No SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended ("**SEBI NCS Master Circular**") other applicable provisions, rules, regulations and relevant circulars issued by any governmental or regulatory authorities from time to time and agrees to furnish to the Debenture Trustee necessary information in terms of the aforesaid regulations on a regular basis.



6. The Company agrees to submit the details required as per Schedule I of the SEBI NCS Regulations to the Stock Exchange for purpose of listing the Debentures on its capital markets and/or wholesale debt market segment and agrees to obtain the in-principle approval from the Stock Exchange in connection with the Issue.
7. The Company represents that the proceeds of the Issue shall not be used to provide loan to or acquisitions of shares of any person who is a part of the "same group" or who is under the "same management".
8. The Company 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 Prospectus and 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 NCDs 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. The Issue proceeds will be kept in a separate escrow account(s) and shall not be utilized by the Company until the relevant Debenture Trust Deed and the other security documents are executed by the Company. The Company shall also ensure the receipt of the final trading and listing permission from the Stock Exchange, as required under the SEBI NCS Regulations. Further, it shall provide, at the time of entering into this Agreement, all such information/ documents/ consents that are required by the Debenture Trustee in terms of the Applicable Laws including, SEBI NCS Master Circular to enable the Trustee to exercise due diligence with respect to creation of security.
9. The Company agrees to provide an undertaking in the Draft Prospectus and Prospectus that the assets on which charge is created for securing the Debentures, are free from encumbrances and if such assets are already charged to secure debt, the permissions or consent to create a *pari passu* charge on such assets of the Company shall be obtained from the existing charge holders.
10. The Company declares and confirms that the proposal to create a charge or security in respect of the Debentures shall be disclosed in the Draft Prospectus and Prospectus.
11. The security created pursuant to the security documents shall be registered with the Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest ("CERSAI"), Depository or any other institution, as applicable, within 30 (thirty) days of creation of charge.
12. The Debenture Trustee shall, at the time of filing of the Draft Prospectus with the Stock Exchange and SEBI and prior to opening of the Issue, furnish to the SEBI and the Stock Exchange, a due diligence certificate as prescribed under regulations 40(a) of the SEBI NCS Regulations and Annex-IIA of SEBI Master Circular for Debenture Trustee.
13. The Company shall execute Debenture Trust Deed and other necessary security cover documents at least 1 (one) day prior to filing of listing application for listing of the Debentures, in accordance with and within the timelines required by applicable provisions of law, or in accordance with the Companies Act or as prescribed by any regulatory authority (if applicable) in order to secure 100% (one hundred percent) of the principal amount of the NCDs, and interest thereon from time to time until all NCDs are redeemed or otherwise extinguished and to secure the irrevocable and unconditional discharge and performance in full of the obligations of the Issuer under the relevant Debenture Trust Deed. The Company undertakes to keep the application money / issue proceeds in public issue account/ escrow account till the security is created in case of NCDs, till such time as the relevant Debenture Trust Deed are executed and the receipt of listing and trading approval of the NCDs. In the event the Company fails to execute the relevant Debenture Trust Deed within the timelines prescribed as per the applicable provisions of law, the Company shall pay interest



of at least 2% (two percent) annum to the debenture holder, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.

14. The Debenture Trust Deed shall be finalized by the parties and shall consist of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue.
15. The Company shall comply with various terms and conditions and stipulations as also the Company's obligation in respect of the Debentures including redemption of Debentures, payment of interest and on such terms and conditions as disclosed in Draft Prospectus and Prospectus and shall execute the relevant Debenture Trust Deed within the timelines required under the applicable law.
16. The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee in terms of the Act and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:
 - i. Memorandum of Association of the Company;
 - ii. Articles of Association of the Company;
 - iii. Draft Prospectus and Prospectus
 - iv. The necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the Issue;
 - v. Certificate issued by the registrar of companies in relation to the charge created to secure the Debentures
 - vi. Agreement with the registrar to the issue;
 - vii. Letters from credit rating agencies about ratings;
 - viii. Proof of credit of the Debenture/ dispatch of Debenture Certificates in favour of the Debenture Holders;
 - ix. Depository details;
 - x. Letters from the bankers to the issue with whom the Issue proceeds are to be deposited;
 - xi. Latest annual report;
 - xii. this Agreement;
 - xiii. Debenture Trust Deed;
 - xiv. Confirmation/proofs of payment of interest and principal made to the Debenture Holders on due dates as per the terms of the relevant Debenture Trust Deed;
 - xv. Auditor's Certificate for utilization of funds/Issue proceeds;
 - xvi. Periodical reports / information on quarterly/annual/ half-yearly basis as required to be submitted to the Stock Exchange under the SEBI LODR Regulations;
 - xvii. Beneficiary position reports as provided by the registrar;
 - xviii. In-principle approval for listing of the Debentures from the Stock Exchange;
 - xix. Due diligence certificate from legal counsel, if any;
 - xx. Listing and trading permission from the Stock Exchange;
 - xxi. Certified true copy of the resolution for allotment of Debentures;
 - xxii. Acknowledgment for creation of recovery expense fund and



- xxiii. Such other documents as may be reasonably required by the Debenture Trustee.
17. 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/DT/25-26/3495 dated May 21, 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.
- 18. Information Accuracy and Storage**
- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is 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) The Company confirms that the requisite disclosures made in the Draft Prospectus and Prospectus are true and correct;
 - (c) All disclosures made in the Draft Prospectus and Prospectus with respect to creation of security are in confirmation with the clauses of this Agreement;
 - (d) The Company undertakes and acknowledges that the Debenture Trustee and any other authorised agency may, subject to the confidentiality obligations set out in the Debenture Trust Deed, 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
 - (e) The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture holders (in accordance with the applicable laws) information including the credit history and the conduct of the account(s) of the Company as well as all details in relation to the assets of the Company in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.
19. The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company 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 Company 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.
20. The Company hereby declares that the Company or the person in control of the Company or its promoter or its directors have not been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities and that neither the Company nor its promoters or directors have been categorised as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and that they are not in default of payment of interest or repayment of principal amount in respect of debt securities issued by it to the public, if any, for a period of more than 6 (Six) months.



21. The Issuer confirms that the requisite disclosures as required under the SEBI LODR Regulations and the SEBI NCS Regulations will be made in the Draft Prospectus and Prospectus including but not limited to statutory and other regulatory disclosures.
22. The Debenture Trustee "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the amounts paid/invested by investors for the Debentures.
23. The Company undertakes to provide, on or pursuant to the signing of this Agreement, requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the due diligence as required in terms of the Applicable Laws, including in connection with verification of the security / contractual comforts and the required security cover for the Debentures.
24. The process of due diligence to be carried out by Debenture Trustee shall be as follow:
- i. The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Documents and the Applicable Laws, has been obtained. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction.
 - ii. The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), 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 Company or any third-party security provider for securing the Debentures, are registered / disclosed.
 - iii. Further, in the event that existing charge holders or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
 - iv. The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee as may be required under Applicable Laws. All costs, charges, fee 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, shall be solely borne by the Issuer.
 - v. The Debenture Trustee shall obtain the following certificates from an empaneled agency as a part of due diligence:
 - a. ROC Search Report;
 - b. CERSAI Search Report;
 - c. Security Cover Certificate;
 - d. No objection Certificate from existing charge holders; and



- e. Any other document as may be required for concluding the due diligence.
25. The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security, as stipulated in the Draft Prospectus, Prospectus and the Applicable Laws, have been obtained. The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), 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 Company or any third-party security provider for securing the Debentures, are registered / disclosed.
26. The Debenture Trustee confirms that it is eligible to act as a Debenture Trustee for the Issue in terms of Section 71 of the Companies Act and Regulation 13 of the Debenture Trustee Regulations. The Debenture Trustee further confirms that it is not disqualified to be appointed as the debenture trustee to the Issue due to any reasons specified under Rule 18(2) of the Companies (Share Capital and Debentures) Rules, 2014.
27. The Debenture Trustee confirms that it:
- a. is not an associate of a body corporate;
 - 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 Companies 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 Lakh), 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 who is in the employment of the Company as a director or 'key managerial personnel', under the Companies Act; and
 - i. is not likely to have any conflict of interest in any other manner.
28. The Debenture Trustee is registered with the SEBI as a debenture trustee under the Debenture Trustee Regulations. The Debenture Trustee undertakes to ensure that the certificate of registration shall remain in force at all times. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended or renewal of the same is withheld.
29. The Debenture Trustee and the Company shall comply with the provisions of the Debenture Trustees Regulations, the Companies Act and SEBI NCS Regulations, SEBI LODR Regulations and any other rules or regulations applicable to its role under the Agreement or in connection with the Issue.
30. This Agreement is entered into in compliance with the Companies Act; SEBI (Debenture Trustees) Regulations, 1993 and other applicable Acts and Regulations and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.



31. The Trustee shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any sensitive/confidential information about the Company or the Issue, which comes to its knowledge pursuant to its appointment hereunder, save and except the information that becomes publicly available through no fault of the Trustee, its officers, employees and agents; or information that is required to be disclosed by any court of competent jurisdiction, or a governmental agency; or information that is disclosed or used with prior written approval of the disclosing party.
32. Any notice or other communication required to be given to the Company or the Trustee shall be (a) in writing or electronic form and (b) sent by courier, registered post/under certificate of posting and/or hand delivery or by electronic mode, at the address, telex number or facsimile number or e-mail address, as set out hereunder, marked for the attention of the Person(s) or department specified therein or such other address as may be notified to the other parties by not less than 14 (fourteen) days prior written notice.

For the Company:

Nido Home Finance Limited

Registered Office Address: Tower 3, 5th Floor, Wing B, Kohinoor City Mall,
Kohinoor City, Kirod Road,
Kurla (West) Mumbai 400070
Attention: Ms. Archana Nadgouda
Tel.: +91 22 4272 2200
Email: secretarial.team@nidohomefin.com

For the Debenture Trustee:

Beacon Trusteeship Limited

Registered Office Address: 5W, 5th Floor, The Metropolitan,
Bandra Kurla Complex, Bandra (East),
Mumbai, Maharashtra, India, 400051
Attention: Mr. Kaustubh Kulkarni
Tel: +91 22 46060278
E-mail: compliance@beacontrustee.co.in

33. The Debenture Trustee has disclosed the nature of the compensation arrangement and shall display ISIN wise details of the interest / redemption due to the Debenture holders along with the status of payment made by the Issue in accordance with the SEBI Master Circular for Debenture Trustees.
34. The Company agrees and acknowledges that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 ("SEBI ODR Circulars"), they have elected to follow the dispute resolution mechanism described in this Clause 33 and the provisions of the SEBI ODR Circulars would not be applicable to any disputes arising out of the Issue.
35. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 33.
36. 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. Seat of Arbitration shall be Mumbai 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 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.



IN WITNESS THEREOF the parties hereunto have set their hands on the day, month and year hereinabove written.

For and on behalf of **NIDO HOME FINANCE LIMITED**

Authorised Signatory

Name: Archana Nadgunde

Designation: Company Secretary

Witnessed By:

1) Dattaprabhu Katikar Dinkarla v.



For and on behalf of **BEACON TRUSTEESHIP LIMITED**

Authorised Signatory

Name: Ms. Jivlee Nayak

Designation: Associate - Legal

Witnessed By:

1) Sneha Patel - Patel.

For Beacon Trusteeship Limited

Jivlee Nayak
Authorised Signatory

