



महाराष्ट्र MAHARASHTRA

2025

EG 438426

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि. क्र. १००००९९  
19 JAN 2026  
सक्षम अधिकारी

श्रीमती संगिता जाधव

This stamp paper forms an integral part of the original copy of the debenture trustee appointment agreement dated 02<sup>nd</sup> March 2026 entered into between Nomura (Capital) India Private Limited and Beacon Trusteeship Limited.

Nomura Capital (India) Private Limited

Authorised Signatories

For Beacon Trusteeship Limited

Authorised Signatory

27 JAN 2026

28877

जोड़पत्र-२ / Annexure-II

१. मुद्रांक विक्रीची नोंदवही अनु. क्रमांक / दिनांक
२. दस्ताचा प्रकार
३. दस्त नोंदवही कसप्रकार आहेत का ?
४. विक्रीकरीचे धोरणकायदा बंधान
५. मुद्रांक विक्रीत देणाऱ्याचे नाव नव्हे.
६. हस्त आचलवास स्थाने याच, वहाच नाही
७. दुसऱ्या पक्षधारकाचा नाव

AGREEMENT

**Beacon Trusteeship Limited**  
 5W, 5th Floor, The Metropolitan,  
 E-Block, Bandra Kurla Complex,  
 Bandra (E), Mumbai - 400 051.

Our Client

८. परवानगीसह मुद्रांक विक्रीच्याची शर्ती, व परवाना क्रमांक  
 परवाना क्रमांक ४७००५१  
 मुद्रांक विक्रीचे ठिकाण / पत्ता: श्री. काशीदास इण्डिया बोगाले  
 शांति नं. २, किर्लोस्कर रोड, कोरडवासे, नै. महाराष्ट्र  
 साईबाबा मंदिर (जवळ) बोगाले, कोरडवासे (पूर्व) मुंबई - ४०००५१.  
 ज्या कसप्रकाराच्या मुद्रांक विक्रीत खरीदी केली त्यांनी त्याच कारणास  
 खरीदी केल्यापासून ६ महिन्यात सापेक्ष नोंदवहीकारक आहे.

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महाराष्ट्र MAHARASHTRA

2025

EG 438425

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.निक / 000099  
19 JAN 2026  
सक्षम अधिकारी S

श्रीमती संगिता जाधव

This stamp paper forms an integral part of the original copy of the debenture trustee appointment agreement dated 02<sup>nd</sup> March 2026 entered into between Nomura (Capital) India Private Limited and Beacon Trusteeship Limited.

Nomura Capital (India) Private Limited  
Authorised Signatories

For Beacon Trusteeship Limited  
Authorised Signatory

28875

27 JAN 2026

AGREEMENT

जोड़पत्र-२ / Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. दस्ताचा प्रकार
३. दस्त नोंदणी करणारा आहेत का ?
४. मालकालाचे नोंदवहीत नाव
५. मुद्रांक विक्रीत घड्याच्या नावाचे नाव काय आहे ?
६. हस्ता असाव्यात त्यांचे नाव, एतद्वय सही
७. दुसऱ्या पक्षकाराचे नाव
८. परवाना प्राप्त पुढील निदेशासाठी सही, या परवाना क्रमांक

Beacon Trusteeship Limited  
5W, 5th Floor, The Metropolitan.  
E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai - 400 051.

Our Client

मुद्रांक विक्री नोंदवही / अनु. क्रमांक / दिनांक

२७ JAN 2026  
साईबाबा मंदिराज्यल, खैरमगर बाजार, पुणे - ४०००५१.

या कारणासाठी ज्यांनी मुद्रांक विक्री खरेदी केली त्यांनी त्याच कारणास  
खरेदी केल्यापासून ६ महिन्यात वापरण बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA

2025

EG 438424

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.नि. ४००००९९  
19 JAN 2026  
सक्षम अधिकारी

श्रीमती संगिता जाधव

This stamp paper forms an integral part of the original copy of the debenture trustee appointment agreement dated 02<sup>nd</sup> March 2026 entered into between Nomura (Capital) India Private Limited and Beacon Trusteeship Limited.

Nomura Capital (India) Private Limited

Authorised Signatories

For Beacon Trusteeship Limited

Authorised Signatory

27 JAN 2026

28875

AGREEMENT

जोडपत्र-२ / Annexure-II

- १. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
- २. दस्तावेजा प्रकार
- ३. दस्त नोंदणी करण्यात आलेला का ?
- ४. मिल्कतीचे धारकस्थान वर्णन
- ५. मुद्रांक विक्रीत पैसा/त्याचे नाव का होती.
- ६. हस्त अभिलेखास त्यांचे नाव, वसा व सही
- ७. दुसऱ्या पक्षकाराचे नाव
- ८. परवाना आरक मुद्रांक विक्रीसाठी सही व परवाना क्रमांक

**Beacon Trusteeship Limited**  
 5W, 5th Floor, The Metropolitan.  
 E-Block, Bandra Kurla Complex,  
 Bandra (E), Mumbai - 400 051.

*[Handwritten Signature]*  
 परवाना क्रमांक ८०००५११

**Our Client**

मुद्रांक विक्रीचे ठिकाण / पत्ता: श्री. कान्होबा मंदिर बंगला  
 शांति नं. २, विल्डिंग नं. ३, टुनेसमेट रोड, बंधनकारक  
 साईबाबा मंदिर, बंधनकारक, मुंबई - ४०००५१.  
 ज्यातून पैसा/त्याची मुद्रांक विक्री केली त्यांनी त्याच कारणास  
 ख. कल्याणसून ६ महिन्यात वापरणे बंधनकारक आहे.

*[Faint handwritten notes and stamps]*

DATED 2 MARCH 2026

**NOMURA CAPITAL (INDIA) PRIVATE LIMITED**

as the Company

and

**BEACON TRUSTEESHIP LIMITED**

as the Debenture Trustee

**DEBENTURE TRUSTEE APPOINTMENT AGREEMENT**



**DEBENTURE TRUSTEE APPOINTMENT AGREEMENT**

This Debenture Trustee Appointment Agreement ("**Agreement**") is made at Mumbai on this 2<sup>nd</sup> day of March, 2026:

**BETWEEN**

**NOMURA CAPITAL (INDIA) PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and a validly existing company under the provisions of Companies Act, 2013, with corporate identification number U67190MH2009FTC194618 and having its registered office at Ceejay House, 11<sup>th</sup> Level, Plot F, Shivsagar Estate, Dr. Annie Besant Road, Worli Mumbai – 400018 (hereinafter referred to as the "**Company**") of **ONE PART**.

**AND**

**BEACON TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 2013 with corporate identification number L74999MH2015PLC271288 and having its registered office at 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 (hereinafter referred to as the "**Debenture Trustee**") of the **OTHER PART**.

The Company and the Debenture Trustee are hereinafter individually referred to as the "**Party**" and are collectively referred to as the "**Parties**".

**WHEREAS:**

- (A) The Company is, *inter alia*, engaged in the business of lending.
- (B) As of the date of this Agreement, the authorized, issued, subscribed and paid-up capital of the Company is as follows:

SHARE CAPITAL	As at 2 March 2026 (Amount in Rs.)
Authorized capital	INR 1,300,000,000 comprising of 130,000,000 equity shares of nominal value INR 10 each
Issued, subscribed and paid-up capital	INR 1,300,000,000 divided into of 130,000,000 equity shares of nominal value INR 10 each

- (C) The Company pursuant to the authority granted by the resolutions of its board of directors passed at its meeting held on 6 August 2025 and the resolutions of its shareholders passed at a meeting held on 17 September 2025 as required under Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 read with Section 42 of the Act and the Disclosure Documents issued by the Company in respect of the Debentures, the Company intends to issue and allot up to 20,000 INR denominated, secured, redeemable, rated and listed non-convertible debentures with nominal value of INR 100,000 each aggregating to not more than INR 200,00,00,000 along with a 'greenshoe option' to retain oversubscription by issuing maximum additional 15,000 INR denominated, secured, redeemable, rated and listed non-convertible debentures with nominal value of INR 100,000 each, aggregating to not more than INR 150,00,00,000 (therefore the maximum aggregate of the issuance not exceeding INR 350,00,00,000, collectively referred to as the "**Debentures**"), at par on a private placement basis in dematerialized form to the Debenture Holders ("**Issue**") in accordance with the provisions of the Act and the Debenture Regulations. The proceeds of the present issue after meeting the



expenditure of and related to the Issue shall be utilized for the purposes detailed in the Disclosure Documents to be filed with the Stock Exchange.

- (D) The Company has submitted/will submit the details required as per Schedule I of the SEBI NCS Regulations to the National Stock Exchange of India Limited ("**Stock Exchange**") for the purpose of listing the Debentures on its wholesale debt market segment and will obtain (prior to the issuance and allotment of the Debentures) the in-principle approval from the Stock Exchange.
- (E) Pursuant to the Act, the SEBI (Debenture Trustee) Regulations, 1993 as amended, varied or modified from time to time ("**SEBI Debenture Trustee Regulations**") read with the SEBI Debenture Trustee Circular, SEBI Master Circular and the SEBI NCS Regulations, the Company is required to appoint a Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders (as defined hereinafter). The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Trustee Regulations and has a valid and subsisting registration vide a certificate of registration bearing certificate no. IND000000569 dated September 12, 2024 to act as a debenture trustee and that the aforesaid certificate is permanently valid, unless suspended or cancelled or withheld by SEBI. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended, revoked or withheld or under consideration for cancellation or withdrawal during the term of this Agreement. Accordingly, the Company has approached Beacon Trusteeship Limited to act as the Debenture Trustee for the Debenture Holders. Beacon Trusteeship Limited has agreed to act and be named as Debenture Trustee under Regulation 8 of the SEBI NCS Regulations, in accordance with the offer letter bearing reference no. BTL/DEB/EL/25-26/691 dated 20 February 2026 as may be amended from time to time ("**Engagement Letter**") for the benefit of the Debenture Holders of the proposed issue of the Debentures, subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee. The Debenture Trustee hereby confirms that it is validly registered with SEBI as a debenture trustee under the SEBI Debenture Trustee Regulations.
- (F) At the request of the Company, Beacon Trusteeship Limited has agreed to act as the debenture trustee under this Agreement on the terms and conditions agreed upon and hereinafter set out in the debenture trust deed to be entered into between the Company and the Debenture Trustee on or about the date of this Agreement ("**Debenture Trust Deed**").
- (G) The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures and the security to be created shall be more specifically set out in the Debenture Trust Deed and the Disclosure Documents.
- (H) The Parties have agreed to enter into this agreement to record the terms of appointment of the Debenture Trustee.

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

- 1 Words and expressions used herein and not defined in this Agreement shall have the meaning respectively assigned to such words and expressions in the Debenture Trust Deed and shall be deemed to be incorporated herein by reference (as of the date hereof, irrespective of the date of execution of the Debenture Trust Deed). In this Agreement, the following terms have the following meanings:

"**Debenture Trust Deed**" has the meaning ascribed to it in Recital F above.



“**Debentures**” has the meaning ascribed to it in Recital C above.

“**Debenture Holders**” has the meaning ascribed to it in the Debenture Trust Deed.

“**Disclosure Documents**” means, collectively, the General Information Document and the Key Information Document and “**Disclosure Document**” means any of them.

“**Engagement Letter**” means the letter dated 20 February 2026 bearing reference number BTL/DEB/EL/25-26/691 (as may be amended from time to time), issued by the Debenture Trustee to the Company agreeing to its appointment as the debenture trustee in respect of the Debentures and setting forth the fees payable by the Company to the Debenture Trustee in this regard.

“**General Information Document**” means the disclosure document dated 24 February 2026, in the form specified in schedule I of the SEBI NCS Regulations and filed / to be filed by the Company with the Exchange in relation to private placement of non-convertible securities by the Company pursuant to the SEBI NCS Regulations.

“**Key Information Document**” means the disclosure document dated on or about the date of the Debenture Trust Deed in respect of the Debentures, prepared in accordance with Regulation 50A of the SEBI NCS Regulations and filed / to be filed by the Company with the Exchange, for offering the Debentures, by way of private placement to the Debenture Holders, and which shall be supplemental to the General Information Document.

“**SEBI**” has the meaning ascribed to it in the Debenture Trust Deed.

“**SEBI Debenture Trustee Regulations**” has the meaning ascribed to it in Recital E above.

- 2 Clause 1.2 (*Construction*) of the Debenture Trust Deed is deemed to be incorporated in this Agreement mutatis mutandis as if expressly set out herein.
- 3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree, confirm and acknowledge that the terms of the Debenture Trust Deed shall prevail in case of any conflict in the terms of this Agreement and the Debenture Trust Deed. Further, it is agreed that the Debenture Trustee shall act in accordance with the terms of the Debenture Trust Deed in discharging its obligations under this Agreement, the Debenture Trust Deed and the Disclosure Documents.
- 4 The Company hereby appoints Beacon Trusteeship Limited as the debenture trustee for the benefit of and to act on behalf of the Debenture Holders; and Beacon Trusteeship Limited hereby agrees to act as debenture trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Debenture Documents, subject to the completion of due diligence of all relevant information pertaining to the assets of the Company and the security to be created to secure the Debentures, to the satisfaction of the Debenture Trustee. The Debenture Trustee and the Company shall also enter into the Debenture Trust Deed and such other documents as may be required from time to time in relation to the Debentures. Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Company and shall at



all times only act in accordance with the instruction of the Debenture Holders in accordance with the Debenture Trust Deed.

- 5 The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services as debenture trustee as per the Engagement Letter.
- 6 The Debenture Trustee confirms that it: (a) does not beneficially hold shares in the Company; (b) 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; (c) is not beneficially entitled to monies which are to be paid by the Company otherwise than as remuneration payable to the Debenture Trustee; (d) has not furnished any guarantee in respect of the Debentures or any interest thereon; (e) is not indebted to the Company, or its subsidiary or its holding or associate company or a subsidiary of such holding company; (f) 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 lakhs, whichever is lower, during the two immediately preceding financial years or during the current financial year; and (g) 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 Act.
- 7 The Company shall prior to making the final listing application,
  - (a) execute the Debenture Trust Deed in favour of the Debenture Trustee, before allotment of the Debentures, setting out thereby the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company and Debenture Trustee in terms of rule 18(5) of the Companies (Share capital and Debentures) Rules, 2014 and the terms of the security interest created/to be created to secure the Debentures; and
  - (b) execute the security documents to secure the Debentures in accordance with the timelines prescribed therein in the Debenture Trust Deed.
- 8 A copy of the listing approval received from the Stock Exchange will be forwarded to the Debenture Trustee.
- 9 The Debenture Trust Deed shall be finalized by the Parties and 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.
- 10 As the Debentures are to be secured, the Company shall create a first ranking *pari passu* floating charge on the Hypothecated Assets with a minimum cover of at least 1 times of the outstanding secured Debentures and Coupon due on the Debentures, to be maintained throughout the tenor of the Debentures as more particularly disclosed in the Disclosure Documents and execute the Debenture Trust Deed and other necessary security documents



for the Debentures as approved by the Debenture Trustee, in accordance with the Relevant Laws before making the final listing application.

- 11 The Company shall comply with the provisions of the Relevant Laws in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures.
- 12 The Company hereby declares and confirms that the Company, any person in control of the Company, and its promoter have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
- 13 The Company confirms that the requisite disclosures as required under the LODR Regulations and the SEBI NCS Regulations will be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.
- 14 The Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustee Circular. To the extent applicable and required in terms of the SEBI Debenture Trustee Circular, the Debenture Trustee shall execute an 'inter creditor agreement' in the manner prescribed under the SEBI Debenture Trustee Circular.
- 15 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 the Debenture Holders for the Debentures.
- 16 The Company confirms that the Company is duly authorized to enter into this Agreement and each of the other Debenture Documents pertaining to the issue of the Debentures. The Company 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 Company.
- 17 All other the rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the Debenture Trust Deed.
- 18 The Debenture Trustee confirms that it shall take adequate steps to protect the interest of Debenture Holders and shall discharge its duties and obligations in bonafide, transparent and efficient manner. It shall take due care to comply with Regulation 15 and Regulation 18 of the SEBI Debenture Trustee Regulations, 1993. The Parties hereby undertake to comply with regulation 13 and regulation 13A of SEBI Debenture Trustees Regulations
- 19 **Documents required to be submitted prior to or simultaneously with execution of this Agreement**

The terms of this Agreement shall be effective only upon the submission by the Company 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 Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company 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 Annexure A hereto.

## 20 Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the SEBI Debenture Trustee Circular, the Company undertakes and agrees to provide the relevant documents/information, as applicable, to enable the Debenture Trustee to submit the reports/certifications to the Stock Exchange in accordance with the SEBI Debenture Trustee Circular.

## 21 Terms of carrying out due diligence

The Company acknowledges, understands, and confirms that:

- (a) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the SEBI NCS Regulations, the SEBI Debenture Trustee Regulations, SEBI Debenture Trustee Circular, the listing agreement of the Stock Exchange, the Debenture Documents, and any other regulations, circulars issued by SEBI pertaining to the Issue.
- (b) 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 Disclosure Documents and the Relevant Laws, have been obtained. For the purpose of 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 Company and to have the Company's assets inspected by its officers and/or auditors / consultants / legal counsel / technically qualified persons/ consultants appointed by the Debenture Trustee, in accordance with the terms of the Debenture Trust Deed.
- (c) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, depositories, information utility or any other authority, as may be required, where the assets of the Company for securing the Debentures, are registered / disclosed.
- (d) The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint accountants, consultants, counsel and other experts in order to assist in the diligence by the Debenture Trustee.

## 22 The Company undertakes to (in accordance with the terms of the Debenture Trust Deed) furnish the information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the Relevant Laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:

- (a) The Disclosure Documents in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
- (b) The necessary corporate authorizations by way of board resolution and/or shareholder resolution necessary for the issue, allotment and the creation of security thereunder;



- (c) Certificate issued by the Registrar of Companies in relation to the charge created to secure the Debentures;
- (d) Agreement with the registrar to the Issue;
- (e) Letters from credit rating agencies about ratings;
- (f) Proof of credit of the Debentures in favour of the Debenture Holders;
- (g) Depository details;
- (h) Copy of the latest audited annual report;
- (i) Executed Debenture Trustee Agreement;
- (j) Debenture Trust Deed;
- (k) Security documents executed in relation to the Debentures;
- (l) Confirmation / proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (m) Statutory auditor's certificate for utilization of funds raised by the issue of the Debentures;
- (n) Statutory auditor certificate, on a half yearly basis giving the value of book debt and receivables, including compliance with the covenants of the Disclosure Documents, in case where listed debt securities are secured by way of receivables;
- (o) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the debentures, if any, debenture redemption reserve and recovery expense fund;
- (p) Periodical reports / information on quarterly / half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debenture Trustee Regulations, SEBI NCS Regulations, debt listing agreement or the LODR Regulations;
- (q) Beneficiary position reports as provided by the registrar and transfer agent;
- (r) Approval for listing of the Debentures from the Stock Exchange;
- (s) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (t) Acknowledgement of filing of Disclosure Documents with the Stock Exchange / Registrar of Companies;
- (u) Listing and trading permission from the Stock Exchange;
- (v) Bank account details of the Company along with copy of pre-authorization letter issued by Company to its banker in relation to the payment of redemption amount; and
- (w) Such other documents as may be reasonably required by the Debenture Trustee.

**23 Information Accuracy and Storage**

- (a) The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;



- (b) All disclosures made in the Disclosure Documents with respect to creation of security are in confirmation with the clauses of this Agreement; and
- (c) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may, subject to the confidentiality obligations set out in Clause 25 (*Disclosure*) of 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.
- 24 The Company hereby declares and confirms that the assets on which the charge is proposed to be created to secure the Debentures are free from encumbrances.
- 25 The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holder. Further, the Company hereby undertakes that it shall pre-authorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
- 26 The Company further confirms that:
- (a) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in the Disclosure Documents; and
- (b) Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Documents.
- 27 Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
- 28 This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns of each Party.
- 29 **Incorporation of Terms**
- The provisions of the following clauses of the Debenture Trust Deed shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Deed" were references to "this Agreement":
- (a) clause 23 (*Notices*);
- (b) clause 26 (*Indemnity*); and
- (c) clause 27 (*Costs & Expenses*).
- 30 **Governing Law**
- This Agreement shall be governed by, and construed in accordance with, Indian law.
- 31 **Enforcement**
- (a) **Jurisdiction**



- (i) The courts and tribunals of Mumbai have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a "Dispute").
- (ii) The Company agrees that the courts and tribunals of Mumbai are the most appropriate and convenient courts and tribunals to settle Disputes and accordingly it will not argue to the contrary. The Company irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals in Mumbai.
- (b) **Alternative Dispute Resolution**
- Further to the applicable provisions of the Securities and Exchange Board of India (SEBI) (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("SEBI ADR Regulations"), Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 ("SEBI Debenture Trustee Regulations") and SEBI's Circular dated July 31, 2023, on Online Resolution of Disputes in the Indian Securities Market ("SEBI Circular") (each as amended, modified, supplemented or substituted from time to time), disputes solely in relation to activities of the debenture trustee in relation to the securities market that are within the mandatory scope of the SEBI ADR Regulations read with the SEBI Circular and the SEBI Debenture Trustee Regulations, to the extent applicable, will be resolved in accordance the provisions thereunder through online conciliation and/or online arbitration or any other mode as may be permitted or required under Applicable Law.
- (c) The sub-clauses 31(a) (*Jurisdiction*) and 31(b) (*Alternative Dispute Resolution*) above shall be read harmoniously, and, in the event of any inconsistency between the two with regard to a particular issue, Clause 31(a) (*Jurisdiction*) shall prevail, unless the issue falls within the scope of the SEBI ADR Regulations read with the SEBI Circular.
- (d) This clause shall survive the termination of this Agreement.
- 32 The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.
- 33 This Agreement is entered into in compliance with the provisions of the Relevant Laws and shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date.
- 34 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.



## Annexure A

Information / documents to be provided by the Company, prior to entering into the Agreement:

S. No.	Information / Documents
i.	Details of the Hypothecated Assets on which charge is proposed to be created.
ii.	<p>For encumbered assets, on which charge is proposed to be created, the following information / consents along-with their validity as on date of their submission:</p> <p>(a) Details of existing charge over the assets along with details of charge holders, their contact details including email ids;</p> <p>(b) Value / amount of the asset;</p> <p>(c) Consent / No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent / permission to the Company to create further charge on the assets, along-with terms of such conditional consent / permission, if any.</p>
iii.	Any other information, documents or records reasonably required by Debenture Trustee with regard to creation of security and perfection of security (including but not limited to the compliance checklist bearing reference no. BTL/DT/25-26/26933 dated February 26, 2026 issued by the Debenture Trustee).



**SIGNATURES**

SIGNED and DELIVERED by  
**NOMURA CAPITAL (INDIA) PRIVATE LIMITED**  
in its capacity as the **COMPANY**  
by the hand of  
Mr. Mohan Lakshminarayanan  
Director  
its duly authorised official

  
NOMURA CAPITAL (INDIA) PRIVATE LIMITED  
Authorised Signatories

SIGNED and DELIVERED by

**BEACON TRUSTEESHIP LIMITED**

in its capacity as the **DEBENTURE TRUSTEE**

by the hand of

Ms. Bhagyashree Korpade

its duly authorised official

**For Beacon Trusteeship Limited**

Bhysad  
**Authorised Signatory**