

DEBENTURE TRUSTEE AGREEMENT

March 17, 2025

BY AND BETWEEN

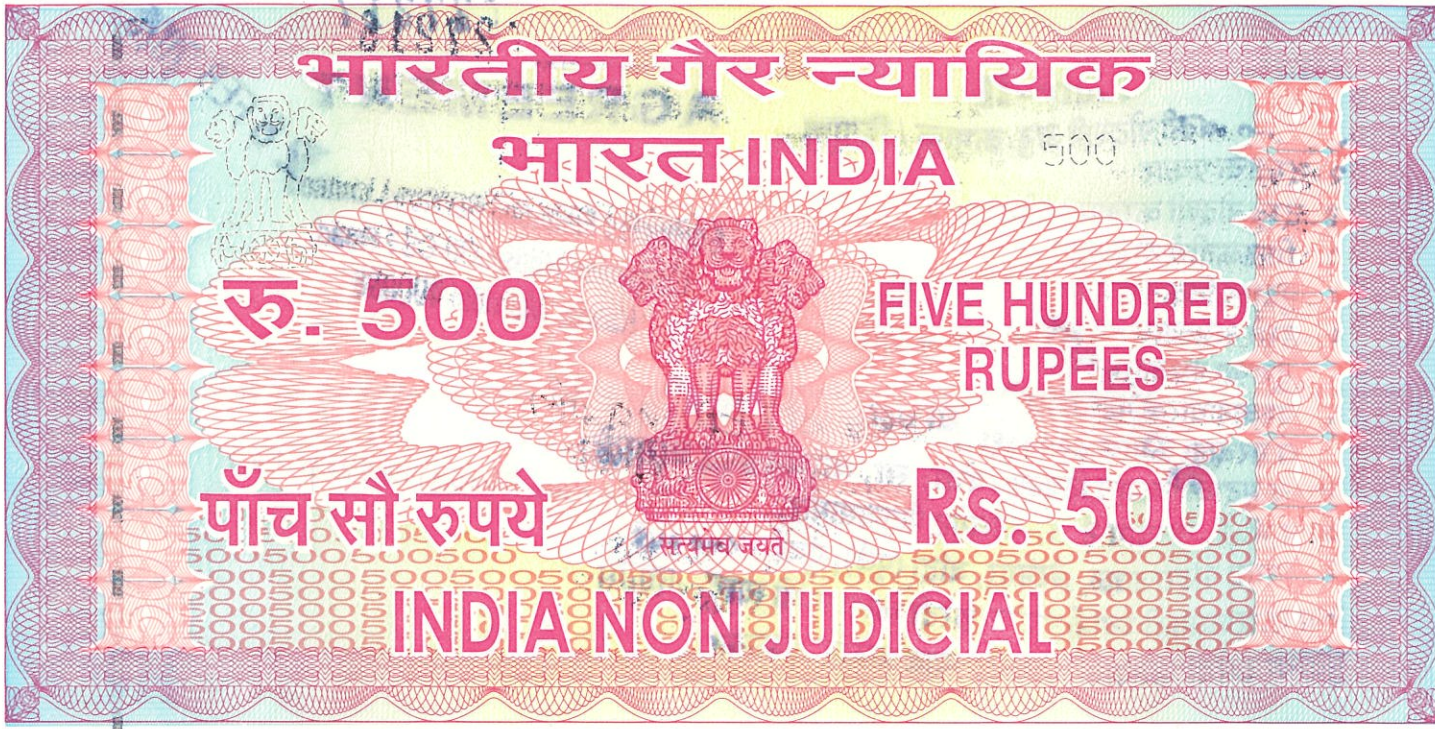
EDELWEISS FINANCIAL SERVICES LIMITED

AND

BEACON TRUSTEESHIP LIMITED



Ahmedabad | Bengaluru | Chennai | Gurugram | Hyderabad | Mumbai | New Delhi



महाराष्ट्र MAHARASHTRA

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DH 309165

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००९९
20 FEB 2025
सक्षम अधिकारी C
श्रीमती सुषमा चव्हाण

“This stamp paper forms an integral part of Debenture Trustee Agreement dated March 17, 2025 entered into by and between Edelweiss Financial Services Limited and Beacon Trusteeship Limited”

027217

AGREEMENT

8 FEB 2025

Form - II

1. ... वकी नोदवही अनु. क्रमांक / दिनांक

- 2. दस्ताचा प्रकार
- 3. दस्त नोदणी करणार आहेत का ?
- 4. मिळकतीचे थोडक्यात वर्णन
- 5. मुद्रांक विकत घेणाऱ्याचे नाव व सही.
- 6. हस्ते असल्यास त्याचे नाव, पत्ता व सही
- 7. दुसऱ्या पक्षकाराचे नाव
- 8. परवानाधारक मुद्रांक वि. क्रमांक 6000091

Edelweiss Financial Services Limited
 Edelweiss House, Off CST Road,
 Kalina, Mumbai 400098



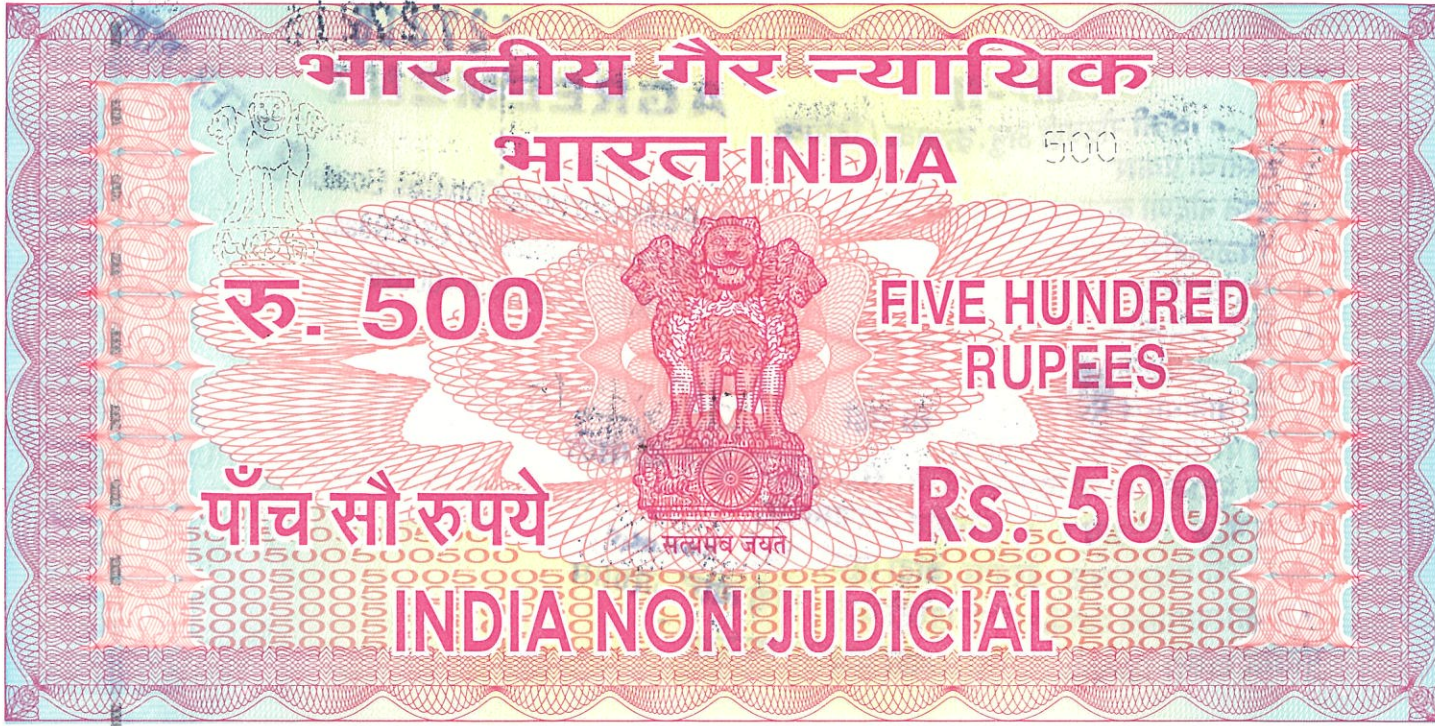
Sagar

(Signature)
 सांगळे

Beacon Trusteeship Ltd.

तसेच मुद्रांक विकत घेणाऱ्याचे पत्ता: सा. कांचन हर्षद सांगळे
 3/1/प नं. 2, बिल्डिंग नं. 3, कोलगेट पैदानासायोर,
 सा. भावा सादराजवळ, बरेनगर, बांद्रा (पूर्व), मुंबई - 400 048.
 ज्या कारणासाठी ज्यांनी खरेदी केले त्यांनी त्या
 मुद्रांक खरेदी केल्यात त्यात बापराज हस्तक

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महाराष्ट्र MAHARASHTRA

2024

DH 309164

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

20 FEB 2025

सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

"This stamp paper forms an integral part of Debenture Trustee Agreement dated March 17, 2025 entered into by and between Edelweiss Financial Services Limited and Beacon Trusteeship Limited"

27216

AGREEMENT

28 FEB 2025
Sagar

Edelweiss Financial Services Limited
Edelweiss House, Off CST Road,
Kalina, Mumbai 400098

Form - II
1. ... अन्तर्गत नोदणी अनु. क्रमांक / दिनांक
2. दस्तावेजा प्रकार

- 3. दस्त नोदणी करणार आहेत का ?
- 4. मिलाकतीचे थोडक्यात वर्णन
- 5. मुद्रांक विकत घेणाऱ्याचे नाव व सही.
- 6. हस्ते असल्यास त्यांचे नाव, पत्ता व सही
- 7. दुसऱ्या पक्षकाली नाव
- 8. परवानाधारक मुद्रांक वि. घां सही
- 9. व परवाना क्रमांक 0000098

Bongale

नामच मुद्रांक विकत ठिकाण / पत्ता: सो. कांचन हस्पद बॉंगाले
 भाग नं. 1, बिल्डिंग नं. 5, कोलगेट पैदानासासौर,
 सा. बाबा गोंदिराजबळ, डेरनगर, बांद्रा (पूर्व), मुंबई - 400049.
 ज्या कारणासाठी ज्यांनी खरेदी केला त्यांनी त्या गणनास
 मुद्रांक खरेदी केल्याप न्यात बांधणी स्थानका

Beacon Trusteeship Ltd



महाराष्ट्र MAHARASHTRA

○ 2024 ○

DH 309163

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९९

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श्रीमती सुषमा चव्हाण

“This stamp paper forms an integral part of Debenture Trustee Agreement dated March 17, 2025 entered into by and between Edelweiss Financial Services Limited and Beacon Trusteeship Limited”

27215
AGREEMENT

8 FEB 2020
Sagar

Edelweiss Financial Services Limited
Edelweiss House, Off CST Road,
Kalina, Mumbai 400098

Part - II
... वकी नोदवही अनु. क्रमांक / दिनांक

- २. दस्ताचा प्रकार
- ३. दस्त नोदणी करणार आहेत का ?
- ४. विक्रीकरीचे थोडक्यात वर्णन
- ५. मुद्रांक विकत घेणाऱ्याचे नाव व सही.
- ६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही
- ७. दुसऱ्या पक्षकाराचे नाव
- ८. परवानाधारक मुद्रांक वि
- ९. व घरबाना क्रमांक ८००००१६

Pangale

Beacon Trusteeship Ltd

मध्यम मूल्याचे विक्रीचे ठिकाण / पत्ता: सौ. कांचन हनुमंत बांगळे
 शा.प नं. बिल्डींग नं. ४, कोलमोट पैदानासासोर,
 सा. वावा मंदिराजवळ, बरेनगर, जांद्रा (पूर्व), मुंबई - ४०००५१.
 ज्या कारणासाठी ज्यांनी खरेदी केले त्यांनी त्या
 मुद्रांक खरेदी केल्यापासून त्यात वापरणे शक्य नाही

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महाराष्ट्र MAHARASHTRA

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DH 309162

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९९

20 FEB 2025

सक्षम अधिकारी

श्रीमती सुपमा चव्हाण

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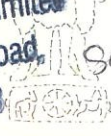
8 FEB 2023

Form - II
दस्ताचा प्रकार

AGREEMENT

- दस्त नोंदणी करणार आहेत का ?
- बिलकरीचे घोडक्यात वर्णन
- मुद्रांक विकत घेणाऱ्याचे नाव व सही
- हस्ते असल्यास त्याच नाव, पत्ता व सही
- दुसऱ्या पक्षकरीचे नाव
- परवानाधारक मुद्रांक विकत घेणाऱ्याचे नाव व सही
- परवाना क्रमांक ८०००१९
- तयार मुद्रांक विक्रीचे ठिकाण / पत्ता: सी. काचन हंगल बांगला
- शाख नं. २, विल्डींग नं. ३, कोलगेट पैदानासायोर, साहेबवा मंदिराजवळ, ब्रेसनगर, बांद्रा (पूर्व), मुंबई - ४०००४९.
- ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केले त्यांनी त्यात वापर करणारा
- मुद्रांक खरेदी केल्यापासून

Edelweiss Financial Services Limited
Edelweiss House, Off CST Road,
Kalina, Mumbai 400098



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Beacon Trusteeship Ltd

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दिनांक ०८/०२/२०२३

०८/०२/२०२३

०८/०२/२०२३

०८/०२/२०२३

This **Debenture Trustee Agreement** (“**Agreement**”) made on this 17th day of March 2025 at Mumbai between:

EDELWEISS FINANCIAL SERVICES LIMITED, a company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having its registered office at Edelweiss House, Off C.S.T. Road, Kalina, Mumbai- 400 098, Maharashtra, India and bearing L99999MH1995PLC09464 as its corporate identification number (hereinafter called the “**Company**” which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.

AND

BEACON TRUSTEESHIP LIMITED, a company registered under 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 (“**Debentures**”) for an amount up to ₹ 1,000 million with a green shoe option of up to ₹ 1,000 cumulatively aggregating up to ₹ 2,000 million (the “**Issue Limit**”) through a public issue (hereinafter referred to as the “**Issue**”) in terms of the Draft Prospectus to be filed with BSE Limited (“**BSE**” / “**Designated Stock Exchange**” / “**Stock Exchange**”) and Securities and Exchange Board of India (“**SEBI**”) and the Prospectus (“**Prospectus**”) (collectively called the “**Offer Documents**”) which the Company intends to file with the Registrar of Companies, Maharashtra at Mumbai (“**RoC**”), Stock Exchange(s) and SEBI. The Debentures will be issued, on terms and conditions as set out in the Offer Documents. The Debentures are being issued in accordance with the provisions of the Companies Act 2013 as amended, and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended (“**SEBI NCS Regulations**”) and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 (“**SEBI LODR 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 shareholders of the Company approved the borrowing powers of the Company for an amount not exceeding ₹ 100,000 million on September 10, 2014 under section 180(1)(c) of the Companies Act. The Board of Directors of the Company (“**Board**”, which term shall be construed to include any duly constituted committee thereof) has pursuant to a resolution dated February 07, 2025 authorized the Issue.
- C. For the purposes of the Issue, the BSE Limited shall be the designated stock exchange (“**BSE**”). The Company shall file a Draft Prospectus with BSE for the purpose of receiving public comments and the Securities and Exchange Board of India (“**SEBI**”) for record purposes and the Prospectus with BSE, the SEBI and the RoC.
- D. Pursuant to the Companies Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“**SEBI Listing 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 Debenture Trustee is registered with SEBI as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993, 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, attached herewith as **Annexure I**. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended or withheld. Accordingly, the Company has approached Beacon Trusteeship Limited to act as the Debenture Trustee for the Debenture holders. The Debenture Trustee hereby

confirms that it is validly registered with SEBI as a debenture trustee under the SEBI (Debenture Trustees) Regulations, 1993 (“**Debenture Trustees 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 holders of Debentures being issued by the Company in 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 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 Trustee 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 February 28, 2025, bearing reference no. 69317/CL/MUM/24-25/DEB/611 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 12% (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 Debenture Trustee shall disclose on its website the nature of compensation arrangement entered into with the Company and display the International Securities Identification Number (“**ISIN**”) with details of the interest/redemption due to the Debenture Holders along with the status of payment made pursuant to the Issue in accordance with the DT Master Circular.
6. The Company and the Debenture Trustee, as the case may be, shall comply with the provisions of the Companies Act, 2013, Debenture Trustees Regulations, SEBI NCS Regulations, SEBI LODR Regulations, the Companies Act, 2013, 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 (“**DT Master Circular**”) and SEBI master circular for issue and listing of non-convertible securities, securitized debt instruments, security receipts and municipal debt securities and commercial paper dated May 22, 2024 bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54, as may be amended from time to time (“**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 acts, regulations or circulars on a regular basis.
7. 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.

8. 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”.
9. The Company shall create Security by way of *pari-passu*/ specified charge in favour of the Debenture Trustee on an identified movable and/or immovable property and/or future receivables of the Company/and or pledge of shares on such terms and conditions as disclosed in the Draft Prospectus, the Prospectus, and the Debenture Trust Deed, 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 for the Debentures will be kept in a separate Public Issue Account(s) and shall not be utilized by the Company until the Debenture Trust Deed, the other security documents are executed by the Company and the receipt of listing and trading approval of the Debentures. 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.
10. 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 days of creation of charge.
11. The Debenture Trustee shall, at the time of filing of the Draft Prospectus with the Stock Exchange and prior to opening of the Issue, furnish to the SEBI and the Stock Exchange, a due diligence certificate under regulations 40(1)(a) of the SEBI NCS Regulations in the format as specified in Part A of Schedule IV of the SEBI NCS Regulations, and in the format as specified in Annex-IIA of SEBI DT Master Circular.
12. The Company agrees to provide an undertaking in the Draft Prospectus, and the 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.
13. The Company declares and confirms that the proposal to create the Security in respect of the Debentures shall be disclosed in the Draft Prospectus and the Prospectus.
14. The Company shall execute Debenture Trust Deed and other necessary security cover documents at least 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, 2013 or as prescribed by any regulatory authority (if applicable) in order to secure at least 100% (One Hundred percent) of the principal amount of the Debentures, and interest thereon from time to time until all Debentures are redeemed or otherwise extinguished and to secure the irrevocable and unconditional discharge and performance in full of the obligations of the Company under the Debenture Trust Deed. The Company undertakes to keep the application money / Issue proceeds in Public Issue Account till the Security is created in case of Debentures, till such time as the Debenture Trust Deed are executed and the receipt of listing and trading approval of the Debentures. In the event the Company fails to execute the Debenture Trust Deed within the timelines prescribed as per the applicable provisions of law, the Company shall pay interest of at least two percent per annum to the debenture holder, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.
15. 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 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 Issue.

16. 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 the Prospectus and shall execute the Debenture Trust Deed within the timelines required under the applicable law.
17. 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:
 - (a) Draft Prospectus and the Prospectus;
 - (b) The necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the Issue;
 - (c) Agreement with the registrar to the Issue;
 - (d) Letters from credit rating agencies about ratings;
 - (e) Proof of credit of the Debenture/ dispatch of Debenture Certificates in favour of the Debenture holders;
 - (f) Depository details;
 - (g) Letters from the bankers to the Issue with whom the Issue proceeds are to be deposited;
 - (h) Latest annual report;
 - (i) this Agreement;
 - (j) Debenture Trust Deed;
 - (k) Bank account details of the Company along-with copy of the pre-authorisation letter issued by the Company to its banker in relation to the payment of redemption amount;
 - (l) Confirmation/proofs of payment of interest and principal made to the Debenture holders on due dates as per the terms of the Debenture Trust Deed;
 - (m) Auditor's certificate for utilization of funds/Issue proceeds;
 - (n) Periodical reports / information on quarterly/annual/ half yearly basis as required to be submitted to the Stock Exchange under the SEBI Listing Regulations;
 - (o) Beneficiary position reports as provided by the registrar;
 - (p) In-principle approval for listing of the Debentures from the Stock Exchange(s);
 - (q) Listing and trading permission from the Stock Exchange(s);
 - (r) Certified true copy of the resolution for allotment of Debentures;
 - (s) Acknowledgment for creation of recovery expense fund;
 - (t) Acknowledgment for creation of recovery expense fund, e-forms filed with the Registrar of Companies, Maharashtra at Mumbai and

(u) Such other documents as may be reasonably required by the Debenture Trustee.

18. The Company shall ensure to furnish the list of documents as per the compliance checklist having reference no. 70058/BTL/OPR/24-25 dated March 11, 2025, provided by the Debenture Trustee within the prescribed timeline.

19. 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 the Prospectus are true and correct;

(c) All disclosures made in the Draft Prospectus and the 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.

20. 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.

21. 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 six months.

22. The Company confirms that the requisite disclosures as required under the SEBI Listing Regulations and the SEBI NCS Regulations will be made in the Draft Prospectus and the Prospectus including but not limited to statutory and other regulatory disclosures.

23. 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.
24. 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.
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 and the Prospectus and the applicable laws, has been obtained. The Company 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, 2013 and Regulation 13 of the Debenture Trustees 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. Pursuant to the Regulation 13 of the Debenture Trustees Regulations and Companies Act, 2013, as amended from time to time and other applicable rules and regulations:
28. The Company undertakes to comply with all regulations / provisions of the Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures/bonds till redemption.
29. The time limit within which the Security for debentures shall be created or the agreement shall be executed in accordance with the Companies Act, 2013 or provisions as prescribed by any regulatory authority as applicable.
30. 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.
31. The Debenture Trustee is registered with the SEBI as a debenture trustee under the Debenture Trustees 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.

32. The Debenture Trustee and the Company shall comply with the provisions of the Debenture Trustees Regulations, DT Master Circular, the Companies Act, 2013 and SEBI NCS Regulations, SEBI Listing Regulations, SEBI NCS Master Circular and any other rules or regulations applicable to its role under the Agreement or in connection with the Issue.
33. This Agreement is entered into in compliance with the Companies Act, 2013; the Debenture Trustees Regulations 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.
34. 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.
35. 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 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 in accordance with the relevant timelines as set out in the Debenture Trust Deed or such other document as may be executed in relation to the Debentures, as applicable.

For the Debenture Trustee:

5W, 5th Floor, The Metropolitan,
Bandra Kurla Complex,
Bandra (East), Mumbai,
Maharashtra, India, 400051
Tel: +91 22 4606 0278
E mail: compliance@beacontrustee.co.in

For the Company

Edelweiss House, Off. C.S.T Road,
Kalina, Mumbai - 400 098,
Maharashtra, India
Tel: +91 22 4079 5199
E-mail: efslncd@edelweissfin.com

36. 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 DT Master Circular.
37. 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 Debenture Trust Deed may be brought before such courts.

38. 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-3/P/CIR/2023/195, as amended from time to time (“**SEBI ODR Circulars**”), they have elected to follow the dispute resolution mechanism described in Clause 37 above and the provisions of the SEBI ODR Circulars would not be applicable to any disputes arising out of the Issue.
39. 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 Clause 38.

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IN WITNESS THEREOF the parties hereunto have set their hands on this 17th day of March 2025 hereinabove written.

For and on behalf of **EDELWEISS FINANCIAL SERVICES LIMITED**

Authorised Signatory

Name:

Designation:

Witnessed By:

1)

IN WITNESS THEREOF the parties hereunto have set their hands on this 17th day of March 2025 hereinabove written.

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

Authorised Signatory

Name: _____

Designation:

Witnessed By:

1)

Annexure I

डिबेंचर न्यासी	प्ररूप ख FORM-B	DEBENTURE TRUSTEE
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA (डिबेंचर न्यासी) विनियम, 1993 (DEBENTURE TRUSTEE) REGULATIONS, 1993 000 २४ १ (विनियम ८) (Regulation 8) रजिस्ट्रीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION		
<p>1) बोर्ड, भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992 के अधीन डिबेंचर न्यासी के लिए बनाए गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा-12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,</p> <p>1) In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the debenture trustee the Board hereby grants a certificate of registration to</p>		
Beacon Trusteeship Limited, 5W, 5th floor, The Metropolitan, Bandra Kurla Complex, Bandra (E), Mumbai – 400051		
<p>को नियमों में, शर्तों के अधीन रहते हुए और विनियमों के अनुसार डिबेंचर न्यासी के रूप में रजिस्ट्रीकरण का प्रमाणपत्र इसके द्वारा प्रदान करता है। as a debenture trustee subject to the conditions in the rules and in accordance with the regulations.</p>		
<p>2) डिबेंचर न्यासी के लिए रजिस्ट्रीकरण कूट है। 2) Registration Code for the debenture trustee is IND000000569</p>		
This certificate of registration shall be valid till it is suspended or cancelled by the Board.		
<p>3) जब तक नवीकृत न किया जाए, रजिस्ट्रीकरण का प्रमाणपत्र से तक विधिमान्य है। 3) Unless renewed, the certificate of registration is valid from to</p>		
स्थान Place :	Mumbai	 भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By Order For and on behalf of Securities and Exchange Board of India  RACHNA ANAND प्रधिकृत हस्ताक्षरकर्ता Authorised Signatory
तारीख Date :	September 12, 2024	