महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

247989268789 22

Bank/Branch: IBKL - 6910820/BANDRA KURLA COMPLEX, MUMBAI
Pmt Txn id : 779232369
Pmt DtTime : 13-OCT-2026@18:03:28
ChallanIdNo: 69103332026101351205
District : 7101-MUMBAI

Stationery No: 24798926878922
Print DtTime : 14 OCT 2026 11:31:39
GRAS GRN : MH011938037202627S
Office Name : ICR182-BOM1 MUMBAI CITY
GRN Date : 13-Oct-2026@18:03:37

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 1,500/- (Rs One, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(B)(vi)--Agreement-if not otherwaise provided for
Prop Mvblty: N.A. Concidoration: R 1,00,00,00,00,000/-
Prop Descr : NONE

Duty Payer: PAN-AABCA3223B,CITICORP FINANCE INDIA LIMITED

Other Party: PAN-AAACI8912J,IDBI TRUSTEESHIP SERVICES LIMITED

Bank official1 Name & Signature

Bank official2 Name & Signature

--- --- Space for customer/office use - - - Please write below this line --- ---

This Stamp Paper forms an Integral part of Debenture Trustee Appointment Agreement dated 15th October 2026 executed between Citicorp Finance (India) Limited and IDBI Trusteeship Services Limited.

CITICORP FINANCE (INDIA) LTD. MUMBAI

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

Dated: 15th Oct 2026

BETWEEN

CITICORP FINANCE (INDIA) LIMITED
("Company")

AND

IDBI TRUSTEESHIP SERVICES LIMITED
("Debenture Trustee")

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DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement ("**Agreement**") is executed in Mumbai on this 15th day of October, 2026

BY AND BETWEEN

Citicorp Finance (India) Limited, a company having the meaning under provisions of the Companies Act, 2013, with its corporate identification number U65910MH1997PLC253897and having its registered office at B7, 5th Floor, Nirlon Knowledge Park, Goregaon (East), Mumbai 400063, Goregaon East, Mumbai, Goregaon East, Maharashtra, India, 400063 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

IDBI Trusteeship Services Limited, a company having the meaning under provisions of the Companies Act, 2013, with its corporate identification number U65991MH2001GOI131154 and having its registered office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001, Maharashtra, India (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted substitutes) of the **OTHER PART**.

The Company and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS

A. With a view to raise debt to meet the requirement for financing/ lending/ investment activities, working capital and general corporate purposes of the Company, in compliance with the provisions of Applicable Laws, the Company intends to issue and allot, pursuant to and subject to, the Debenture Trust Deed (*defined hereinafter*) and the provisions of the Companies Act, 2013 and other Applicable Law, as amended from time to time, listed, redeemable, rated non-convertible debentures (either secured or unsecured) in electronic (dematerialised) form, for an aggregate nominal value of up to INR 10,000,00,00,000 (Indian Rupees ten thousand crore) on a private placement basis to certain identified Debenture Holders ("**Debentures**") in one or more series/tranches on such terms and conditions as may be determined by the Company from time to time and as set out in the Transaction Documents. The Company has duly passed a shareholders' resolution dated 11 September 2026 and a board resolution dated 12 August 2026 authorizing the issuance of the Debentures in one or more tranches.

B. Pursuant to the provisions of the Companies Act, 2013, the SEBI NCS Regulations and Debenture Trustee Regulations, the Company is required to appoint a debenture trustee to act in trust for, on behalf of and for the benefit of the holders of the Debentures from time to time ("**Debenture Holders**") and has accordingly approached IDBI Trusteeship Services Limited to act as a debenture trustee and the Debenture Trustee has *vide* its consent letter bearing reference no. CL/26-27/DEB/841 dated 28 September 2026 ("**Debenture Trustee Consent Letter**"), consented to act as the debenture trustee for the benefit of the Debenture Holders.

C. The Debenture Trustee is registered with the Securities and Exchange Board of India as a

Debenture Trustee	**Company**

debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time (the "**Debenture Trustee Regulations**").

D. At the request of the Company, the Debenture Trustee has agreed to act as the debenture trustee for the benefit of the Debenture Holders in accordance with the terms and conditions agreed upon by the Parties and hereinafter set out.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words and expressions used herein and not defined shall have the meaning respectively assigned to such words and expressions in the Debenture Trust Deed.

1.2 Interpretation

The principles of interpretation set forth in clause 1(b) of the Debenture Trust Deed, shall *mutatis mutandis* apply to this Agreement as if expressly set out in full herein with each reference to 'this Deed' therein being deemed to be a reference to this Agreement.

2. APPOINTMENT AND REMUNERATION OF DEBENTURE TRUSTEE

2.1 The Company hereby appoints the Debenture Trustee as the debenture trustee for the benefit of the Debenture Holders and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holders and for purposes related thereto in accordance with the provisions of the Transaction Documents. The Debenture Trustee and the Company shall, *inter alia*, enter into a debenture trust deed which shall *inter alia* contain statutory/standard information pertaining to the Debentures and clauses substantially in the form prescribed under Form SH-12 in terms of Section 71 of the Companies Act, 2013 read with Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014, as amended from time to time and shall also contain details specific to the Debentures as per the regulations of Securities and Exchange Board of India ("**SEBI**") and to record the rights, duties and obligations of the Parties thereto and the other obligors in connection with the Debentures (if any), on or about the date of this Agreement, but in any event within the stipulated timelines as provided under the Applicable Laws ("**Debenture Trust Deed**") and such other documents as may be required from time to time to record the terms and conditions and the manner of issuance of the Debentures.

2.2 Where the Debentures are secured, the Company shall create and perfect the Security by way of a first ranking *pari passu* charge, by way of hypothecation, in favour of the Debenture Trustee over amounts due in respect an identified loan portfolio of the Company as specified in the relevant Disclosure Documents within the timeline prescribed under the Transaction Documents and in compliance with Applicable Laws.

2.3 The Company shall pay to the Debenture Trustee, so long as it holds the office, remuneration as per the Debenture Trustee Consent Letter and all reasonable costs, charges, legal, traveling and expenses as set out in the Debenture Trustee Consent Letter, for its services as debenture trustee.

Debenture Trustee	Company

2.4 Arrears of instalments of annual service charges, if any, shall carry interest at the rate specified in Debenture Trustee Consent Letter till the actual payment.

2.5 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 with respect to the Debentures.

2.6 The Company further agrees, undertakes, confirms that:

(a) all covenants proposed to be included in the Debenture Trust Deed (including any side letter, accelerated payment clause etc.) shall be disclosed in the relevant Disclosure Documents;

(b) terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by the Debenture Trustee shall be disclosed under the relevant Disclosure Documents; and

(c) all disclosures made in the Disclosure Documents with respect to creation of Security are in conformity with the clauses of this Agreement.

3. TERM

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all the monies in respect of the Debentures have been fully paid-off or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed and other Transaction Documents.

4. DOCUMENTS TO BE FURNISHED

4.1 The Company shall furnish to the Debenture Trustee all documents as may be agreed between the Parties under the Debenture Trust Deed or as may be required under Master Circular for Debenture Trustees dated 28 September 2026 bearing reference no SEBI/HO/17/11/12(2)2026-DDHS-POD1/I/22420/2026, as amended from time to time issued by SEBI (**"SEBI Debenture Trustee Master Circular"**), and under the Applicable Law. Without prejudice to the aforesaid, the Company shall provide all the information and documents as set out in **Annexure A** hereto.

4.2 Where the Debentures are secured, the Company shall furnish to the Debenture Trustee all documents/information required to enable the Debenture Trustee to exercise due diligence in relation to the Security created in accordance with the Debenture Trustee Regulations, the SEBI Debenture Trustee Master Circular and the guidelines issued by SEBI from time to time.

5. DUE DILIGENCE BY DEBENTURE TRUSTEE

5.1 Where the Debentures are secured, 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 relevant Key Information Document and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the

	Sandeep
Debenture Trustee	**Company**

Company during the normal working hours and to have the Company's assets charged as Security under the Debenture Trust Deed, inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee during normal working hours.

5.2 Where the Debentures are secured, the Company shall provide all assistance to the Debenture Trustee to enable verification from the registrar of companies, Central Registry of Securitisation Asset Reconstruction and Security Interest, Depositories, IU or any other authority, as may be required, where the Hypothecated Property and/or prior encumbrances in relation to the Hypothecated Property is registered or disclosed.

5.3 Further, in the event that the concerned existing charge holders, have provided conditional consent or permissions to the Company to create further charge on the Hypothecated Property (in case of a secured issuance), the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between or for the benefit of existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal to create further Encumbrance over the assets charged to them, and seeking their comments or objections, if any, within 5 (five) Business Days.

5.4 Without prejudice to the aforesaid, the Company shall undertake to provide and procure the information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with Applicable Laws.

5.5 Where the Debentures are secured, the Debenture Trustee shall have the power to appoint registered valuers, practicing chartered accountant, practicing company secretaries, consultants, legal counsel and other entities in order to assist in the diligence by the Debenture Trustee.

5.6 The Company shall ensure that it provides and help to procure all information, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

5.7 Where the Debentures are secured, in order to ensure efficient recording of details regarding creation of security and monitoring of covenants via the system hosted by Depositories using the distributed ledger technology ("**DLT**"), the Company and the Debenture Trustee shall ensure that they are in compliance of Chapter III (Security and Covenant Monitoring System) of SEBI Debenture Trustee Master Circular, as amended, modified, or restated from time to time, and various circulars issued in respect of the DLT system issued by SEBI and/or Depositories from time to time.

6. CONFIRMATION AND DECLARATION

6.1 The Company hereby agrees and undertakes to comply with the provisions of the Applicable Laws in respect of issuance and allotment of the Debentures including the circulars, regulations, and/or guidelines issued by SEBI from time to time.

6.2 The Company hereby declares and confirms that the Company or the person(s) in control of the Company or its promoter(s) have not been restrained or prohibited or debarred by the

Debenture Trustee	Company

SEBI from accessing the securities market or dealing in securities. The Company hereby declares and confirms that, as on the date of this Agreement, and the date of filing the General Information Document and the Key Information Document, it is an 'eligible issuer' in accordance with Regulation 5(1) of the SEBI NCS Regulations.

6.3 The Company hereby agrees and confirms that the funds raised by the issue of the Debentures shall not be used for the purpose of providing loan to or acquisition of shares of any person who is a part of the Citigroup Inc. or under the management of the Citigroup Inc.

6.4 The Company hereby declares and confirms that, in the event the Debentures are secured, it shall provide an undertaking in the Disclosure Documents that the assets on which the charge is created are free from encumbrances and if assets are already charged to secure the debt, the permissions or consent to create *pari passu* charge on the assets of the Company will be obtained from existing creditors.

6.5 The Company confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures as required under the Applicable Law.

6.6 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 interest and/or redemption of principal due to the Debenture Holder. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the interest and/or redemption payment related information from the bank, in accordance with the Applicable Law.

6.7 The Company agrees and undertakes to comply with the provisions of Debenture Trustee Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR Regulations**"), the Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated 11 November 2024, as may be amended from time to time, and the listing agreement pursuant thereto to be executed with the Stock Exchange(s), the Companies Act, 2013 and guidelines of other regulatory authorities as may be applicable from time to time in respect of issuance and allotment of Debentures till redemption and agrees to furnish to the Debenture Trustee such information in terms of the same on regular basis and as may be requested by the Debenture Trustee.

6.8 The Company undertakes to furnish to the Debenture Trustee, a copy of the certificate submitted by the Company to the stock exchanges under Regulation 57 of the SEBI LODR Regulations and the SEBI Debenture Trustee Master Circular.

6.9 The Debenture Trustee confirms that it shall disclose the nature of the compensation arrangement entered into with the Company, display on its website the ISIN wise details of the interest / redemption due to the Debenture Holders along with the status of payment made by the Company, and make other disclosures on its website in accordance with the SEBI Debenture Trustee Master Circular.

6.10 The Debenture Trustee hereby undertakes and confirms that the Debenture Trustee shall, on behalf of the Debenture Holders, do all acts, deeds and things as may be required, including entering into inter-creditor agreements, in furtherance of and in compliance with the SEBI Debenture Trustee Master Circular.

Debenture Trustee	**Company**

6.11 The Company hereby agrees and undertakes to comply with the applicable stamp duty regulations with respect to the issuance of the Debentures.

6.12 The Company undertakes that all the information provided to the Debenture Trustee under this Agreement is true and correct as on the date it has been provided, and the Debenture Trustee may in good faith rely upon such information and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.

6.13 The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of Applicable Laws and the Debenture Trust Deed on a regular basis, for the Issue of Debentures, including without limitation the following documents, as may be applicable:

(a) Memorandum of association and articles of association;

(b) Disclosure Documents, if any;

(c) The necessary corporate authorizations by way of board resolution(s), committee resolution(s) and/or shareholders' resolution necessary for the issue and allotment of Debentures;

(d) Agreement with the registrar in relation to the issuance of Debentures, if any;

(e) Credit rating letters from the credit rating agency(ies);

(f) Details of the Depository;

(g) Proof of credit of the Debentures in favour of the Debenture Holders in accordance with the timelines as prescribed under Applicable Law;

(h) Return of allotment filed with the registrar of companies (Form PAS 3) within 15 (fifteen) days from the deemed date of allotment of the Debentures;

(i) Complete record of the private placement offers made by the Company (Form PAS 5);

(j) Bank account details of the Company along with a copy of pre-authorisation letter issued by Company to the bank in relation to the payment of redemption amount and interest amount;

(k) An executed copy of this Agreement;

(l) An executed copy of the Debenture Trust Deed;

(m) Listing application along with the required details or annexures submitted to the Stock Exchange;

(n) Approval for listing of the Debentures from the Stock Exchange;

(o) Final listing and trading permission from the Stock Exchange;

Debenture Trustee	Company

(p) Confirmation or proof of payment of relevant Amounts Outstanding made to the Debenture Holders on the relevant due dates as per the terms of the Debenture Trust Deed and Applicable Law;

(q) Statutory auditor's certificate for utilization of funds or issue proceeds (as required by Applicable Law);

(r) Register of beneficial owners of the Debentures maintained in the records of the Depository;

(s) Copy of last 3 (three) years audited annual reports;

(t) Details of the Recovery Expense Fund to be created by the Company, along with duly acknowledged letter or confirmation from the Stock Exchange on the amount of such fund maintained and the mode of maintenance, if applicable;

(u) Periodical reports and information as required to be submitted to Stock Exchange under the Applicable Law;

(v) Acknowledgement of filing Disclosure Documents with the Stock Exchange;

(w) Statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company; and

(x) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee.

7. AUTHORISATION AND CONSENTS

All actions and consents, as may be required by the Company, in order to (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement; (b) ensure that such obligations are legally binding and enforceable; and (c) make this Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with Applicable Law.

8. BENEFIT OF AGREEMENT

This Agreement shall enure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

9. EXPENSES

9.1 All costs and expenses arising out of or incidental to the issuance of the Debentures (including but not limited to any amounts payable under Applicable Law as stamp duty on the issuance of the Debentures, if applicable, or any amounts payable as listing fees for listing of the Debentures or to any rating agency towards its fees for rating of the Debentures) shall be solely borne by the Company on an actual basis. For avoidance of doubt, it is clarified that each of the Parties shall bear their respective costs and expenses for the negotiation, preparation and execution of this Agreement or the Transaction Documents or other writings executed in connection with the issuance of the Debentures.

	Sandeep
Debenture Trustee	**Company**

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CITICORP FINANCE (INDIA) LTD. MUMBAI

9.2 The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar duties or tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and the Transaction Documents and/ or any such amendment, supplement or waiver.

10. CONFIDENTIALITY

10.1 The information received by the Debenture Trustee relating to the Company and the existence of this Agreement itself ("**Confidential Information**") shall be kept in the strictest confidence and shall not be divulged or disclosed to any person, other than such of the directors, officers, employees, advisors and accountants of the Debenture Trustee on a need to know basis in accordance with the intent and purpose of this Agreement, provided always that each such person to whom Confidential Information is disclosed shall have back to back confidentiality arrangements in place and have been made aware of its confidential nature and of the terms of this Agreement prior to such disclosure by the Debenture Trustee expressly marking or stating as confidential such Confidential Information and each such person to whom the Confidential Information is disclosed shall also keep the same in the strictest confidence and shall not divulge or disclose the same to any other person.

10.2 The restrictions set forth in Clause 10.1 above, shall not apply to any information, which is:

(a) at the time of disclosure to the Debenture Trustee, or thereafter, becomes part of the public domain, other than as a result of the acts or omissions of the Debenture Trustee, its directors, officers, employees, advisors or accountants; or

(b) required to be disclosed for judicial, administrative or stock exchange processes or any enquiry, investigation, action, suit, proceeding or claim or otherwise under Applicable Law or by any other regulatory authority; or

(c) required to be disclosed by the Debenture Trustee to the Debenture Holders or to a rating agency or any other third party pursuant to the terms of the Debenture Trust Deed or the Transaction Documents; or

10.3 This Clause 10 supersedes any previous arrangement and/ or agreement relating to the confidentiality of information entered into/ executed between the Parties and shall survive the termination or expiry of this Agreement.

10.4 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, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosures which have been made in accordance with Applicable Law, shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India.

Debenture Trustee	Company

11.2 If any question of dispute shall at any time arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, or regarding any question including the question as to whether the termination of this Agreement by either Party has been legitimate, then the Parties shall attempt to settle such dispute amicably between them and such amicable settlement shall be binding upon the Parties.

11.3 The Parties agree that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

11.4 Further to the applicable provisions of the Securities and Exchange Board of India (SEBI) (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("**SEBI ADR Regulations**"), the Debenture Trustee Regulations and SEBI's Circular dated July 31, 2023 (bearing reference number SEBI/HO/OIAE/OIAL IAD 1/P/CIR/2023/131) as amended on August 04, 2023 (bearing reference number SEBI/HO/OIAE/OIAE IAD-1/P/CIR/2023/135) on Online Resolution of Disputes in the Indian Securities Market ("SEBI Circular"), 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 with the provisions thereunder through online conciliation and/or online arbitration under the SMART ODR portal.

11.5 The sub-clauses 11.2, 11.3 and 11.4 above shall be read harmoniously, and, in the event of any inconsistency between the these with regard to a particular issue, sub-clauses 11.2 and 11.3 shall prevail, unless the issue mandatorily falls within the scope of the SEBI ADR Regulations read with the SEBI Circular.

11.6 This Clause 11 (Governing Law and Jurisdiction) shall survive the termination of this Agreement.

12. WAIVER

No failure by any Party to exercise, nor any delay by any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy, prevent any further or other exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers or remedies provided by and available under Applicable Law, the Debenture Trust Deed or the Transaction Documents. No notice to or demand on any Party in any case shall entitle that Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the other Party to any other or further action in any circumstances without notice or demand.

13. COMMUNICATIONS

13.1 Notices

All notices and other communications provided for hereunder or thereunder shall be in writing, sent by person or overnight courier (if for inland delivery) or international courier (if for overseas delivery) or registered post to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.

Debenture Trustee	Company

13.2 **Addresses for Notices**

The address and the email address of each Party for all notices under or in connection with this Agreement are:

(a) If to the Company:

Attention:	Mr. Sandeep Gupta
Address:	First International Finance Centre (FIFC), Plot Nos. C-54 and C-55, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 098
Phone:	+91 22 6175 5635
Email:	cfil1.operations@citi.com

(b) If to the Debenture Trustee:

Attention:	Mr. Sanjeev Rastogi
Address:	Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001
Phone:	+91 22 4080 7004
Email:	itsl@idbitrustee.com/ sanjeev@idbitrustee.com

13.3 **Delivery**

(a) All such notices and communications shall be effective.

(i) if sent by hand delivery, when actually delivered and acknowledged by the receiving Party;

(ii) if sent by courier:

A. 1 (one) Business Day after deposit with an overnight courier if for inland delivery or when actually delivered and acknowledged by the receiving Party, whichever is later; and

B. 5 (five) Business Days after deposit with an international courier if for overseas delivery or when actually delivered and acknowledged by the receiving Party, whichever is later;

(iii) if sent by registered post, when actually delivered and acknowledged by the receiving Party; and

(iv) if sent by electronic mail before 6 p.m. on a Business Day, when sent or, if sent by electronic mail at any other time, at 9 a.m. on the next Business Day, provided, in each case, the electronic mail is actually received in readable form;

(b) Notwithstanding anything in this Clause 13, any notice or communication to the

Debenture Trustee	**Company**

Company or the Debenture Trustee shall be effective only on actual receipt by the officer of the Company or the Debenture Trustee for whose attention the notice or communication has been expressly marked.

(c) Any notice given under or in connection with this Agreement must be in English.

(d) All other documents provided under or in connection with this Agreement must be in English.

14. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

15. **PARTIAL INVALIDITY**

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

16. **FURTHER ASSURANCES**

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 contained herein.

17. **AMENDMENTS**

No variation, modification, amendment or waiver of any provision of this Agreement shall be binding on any Party unless and to the extent that such variation, modification, amendment or waiver is recorded in a written document executed by each Party hereto, but where any such document exists and is so signed, such Party shall not allege that such document is not binding by virtue of an absence of consideration.

Debenture Trustee	Company

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

SIGNED AND DELIVERED by the within named)
CITICORP FINANCE (INDIA) LIMITED)
in its capacity as Company)
by the hand of Sandeep)
_____,)
an authorised representative of the Company)

Sandeep

CITICORP FINANCE (INDIA) LTD. MUMBAI

SIGNED AND DELIVERED by the within named)
IDBI TRUSTEESHIP SERVICES LIMITED)
in its capacity as Debenture Trustee)
by the hand of)
Mr. Soumitra Tambe)
an authorised representative of the Debenture Trustee)

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

ANNEXURE A

Documents to be submitted simultaneous with the acceptance of the appointment of the Debenture Trustee.

Sr. No.	Information/ Documents
1.	Details of/ information in relation to the assets on which charge is proposed to be created including: a) Details of movable properties; b) Details of investments; c) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and d) Copy of evidence of registration with Registrar of Companies, CERSAI, etc.
2.	For unencumbered assets, on which charge is proposed to be created: An undertaking that the assets on which charge is proposed to be created are free from any encumbrances.
3.	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: a) Details of existing charge over the assets along with details of charge holders, their contact details including email ids; b) value/ amount of the asset; c) copy of evidence of registration with Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable; d) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets; or e) 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; f) Details of existing unsecured lenders, having negative lien, their contact details including email ids; g) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Company in favour of unsecured lenders.
4.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

Documents to be submitted after the beginning of the issue of the Debentures

Execution of documents in relation to the Security and Debenture Trust Deed within timeframes specified under Applicable Law.

Documents to be submitted after the closing of the issue of the Debentures

Debenture Trustee	Company

Receipt of the ISIN from the depository for the issuance of the Debentures.

Documents to be submitted at the post execution stage

1. Once the documents in relation to the Security are executed, Form CHG-9 to be filed in accordance with the Companies Act in relation to such Security Documents with the relevant Registrar of Companies within 30 (thirty) days after the execution of the Security Documents.

2. Within 7 (seven) days of receipt of the certificate of registration of charge issued by the Registrar of Companies pursuant to paragraph 1 above.

3. Within 30 (thirty) days from the date of execution of the Security Documents, filing of charge with the Central Registry of Securitisation Asset Reconstruction and Security Interest.

Documents to be submitted after the allotment of the Debentures

1. Within 2 (two) days from each of the Deemed Date of Allotment, certified true copy of all corporate actions for approving and allotting the Debentures.

2. Credit of the relevant Debentures in the specified dematerialized account(s) within the prescribed timelines as per the Applicable Law.

3. Within 4 (four) days from the closure of issue, copy of application for listing the Debentures on the Stock Exchange.

4. Within 15 (fifteen) days from the relevant Deemed Date of Allotment, filing of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (as amended), by the Company, with the Registrar of Companies.

5. List of allottees / Debenture Holders.

6. Credit corporate action with the respective depositories.

7. Certificate from the registrar and transfer agent listing the allottees to whom allotment letters have been issued.

8. Confirmation on payment of stamp duty in connection with the issuance of Debentures.

Documents to be submitted on an ongoing basis

1. Details of the Recovery Expense Fund created by the Company in terms of the Regulation 15 (1) (h) of the SEBI Debenture Trustee Regulations in the manner as may be specified by the SEBI from time to time.

2. Interest payment confirmation (along with the proof of the same).

3. Redemption payment confirmation (along with the proof of the same).

4. Quarterly report and compliance status to the Debenture Trustee (in the format shared by the Debenture Trustee).

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Debenture Trustee	**Company**

5. Half yearly report to the Debenture Trustee (in the format shared by the Debenture Trustee).

6. Confirmation on creation of debenture redemption reserve - annually (duly certified by a statutory auditor), if applicable.

7. Details of utilization of the proceeds of the issue of the Debentures, duly certified by the current statutory auditor of the Company to the Debenture Trustee.

8. Documents, intimations and information to be provided to the Debenture Trustee, as set out in Regulation 56 of SEBI LODR Regulations.

9. Continuous disclosures to be made by the Company in accordance with the SEBI LODR Regulations.

10. Disclosures to be made by the Company in accordance with the SEBI Debenture Trustee Master Circular.

11. Disclosure of name and address of Debenture Trustee on the website and annual report.

12. Certificate from the statutory auditor of the Company certifying the outstanding receivables/book debts (i.e. asset cover / receivable statement) of the Company, including compliance with the covenants of the relevant Disclosure Document in accordance with the timelines and formats specified by SEBI from time to time.

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