

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

dated

26 April 2021

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 26th day of April, 2021

BY AND BETWEEN

Citicorp Finance (India) Limited, a company incorporated under the Companies Act, 1956, with its corporate identification number U65910MH1997PLC253897 and having its registered office at First International Finance Centre (IFIC), 8th Floor, Plot Nos. C-54 and C-55, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 098 (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 incorporated under the Companies Act, 1956 with its corporate identification number U65991MH2001GOI131154 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001 (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 assigns) 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 raising debt to meet the requirement of funds for business activities of the Company, 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 10000,00,00,000 (Indian Rupees ten thousand crore) on a private placement basis to certain identified Debenture Holders ("**Debentures**") in various tranches and/or series. The Company has duly passed a shareholders' resolution and a board resolution authorizing the issuance of the Debentures in one or more tranches.
- B. Pursuant to the provisions of the Companies Act, 2013, 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 accordingly approached IDBI Trusteeship Services Limited to act as a debenture trustee and the Debenture Trustee has *vide* its consent letter reference no. 27057/ITSL/OPR/CL/21-22/DT dated April 23, 2021 ("**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 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

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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 1.2 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. APPONTMENT 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 consisting of two parts, being Part A which shall contain statutory/standard information pertaining to the Debentures *inter alia* clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B which shall contain details specific to the Debentures, and as per the regulations of Securities and Exchange Board of India ("SEBI"), to specifically record the rights, duties and obligations of the Parties hereto and the other obligors in connection with the Debentures, on or about the date of this Agreement, but in any event within 5 (five) Business Days of the date of execution of this Agreement ("**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* floating 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 document within the timeline prescribed under the Debenture Trust Deed, 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.

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.

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- 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.

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 the 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 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 guidelines issued by SEBI from time to time.

5. **DUE DILIGENCE BY DEBENTURE TRUSTEE**

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 Hypothecated Properties in accordance with the terms and conditions prescribed by SEBI including the SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 on "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)", as amended from time to time and other Applicable Laws, which may include appointment of independent chartered accountant to assist in the diligence by the Debenture Trustee and enable it to form an independent assessment that the assets for creation of security are sufficient to discharge the Amounts Outstanding on Debentures at all times.

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.
- 6.1 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 SEBI from accessing the securities market or dealing in securities.
- 6.2 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 or under the management of the Citigroup.

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- 6.3 The Company hereby declares and confirms that it has given an undertaking in the offer document/ Shelf Disclosure Document/Disclosure document/Private Placement Offer Letter that the assets on which the charge is created is 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.
- 6.4 The Company confirms that all necessary disclosures shall be made in the Shelf Disclosure Document/Disclosure document/Private Placement Offer Letter including but not limited to statutory and other regulatory disclosures.
- 6.5 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.
- 6.6 The Company agrees and undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR Regulations**"), as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 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.
- 6.7 The Company undertakes to furnish to the Debenture Trustee and the credit rating agencies ("**CRAs**") a copy of the certificate submitted by the Company to the stock exchanges under Regulation 57(1) of the SEBI LODR Regulations.
- 6.8 The Debenture Trustee confirms that it shall disclose the nature of the compensation arrangement entered into with the Company and 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 in accordance with the SEBI Circular SEBI/ HO/ MIRSD/ DOS3/CIR/P/2019/68 on "Enhanced disclosure in case of listed debt securities" dated 27 May 2019.
- 6.9 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 Defaults (Procedure) Circular.
- 6.10 The Company hereby agrees and undertakes to comply with the stamp duty regulations.
- 6.11 The Company undertakes that all the information provided to the Debenture Trustee under this Agreement is true and correct 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

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information furnished to it under this Agreement.

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.

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 9.1 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

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- (b) required to be disclosed for any 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.
- 10.3 This Clause 9 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.

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.
- 11.2 The courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (“**Dispute**”) and, accordingly, any legal action, suit or proceedings (“**Proceedings**”) arising out of or in connection with this Agreement may be brought in the courts and tribunals in Mumbai and the Parties irrevocably submit to and accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the courts and tribunals in Mumbai.
- 11.3 The Parties agree that the courts and tribunals of Mumbai are the most appropriate and convenient forum to settle Disputes and accordingly they will not argue to the contrary. The Parties irrevocably (i) waive any objection now or in future, to the choice of the venue for any Proceedings in the courts and tribunals in Mumbai and any claim that any such Proceedings have been brought in an inconvenient forum; and (ii) agree that a judgment in any Proceedings passed by the courts and tribunals in Mumbai shall be conclusive and binding upon them and may be enforced in the courts and tribunals of any other jurisdiction (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be the conclusive evidence of such judgment, or in any other manner provided by law.

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 or 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

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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.

13.2 Addresses for Notices

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

(a) If to the Company:

Attention: Mr. Venkataraman Rajagopal
Address: First International Finance Centre (FIFC), 11th Floor, Plot Nos. C-54 and C-55, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai -400 098
Phone: +91 22 6175 7242
Email: cfil1.operations@citi.com

(b) If to the Debenture Trustee:

Attention: Mr. Meet Soni/Ritobrata Mitra
Address: Asian Building, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001
Phone: +91 22 4080 7032/23
Email: meet@idbitrustee.com itsl@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

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each case, the electronic mail is actually received in readable form;

- (b) Notwithstanding anything in this Clause 12, any notice or communication to the 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.

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
Venkataraman Rajagopal
an authorised representative of the Company

)
) **VENKATARA** Digitally signed by
) **MAN** VENKATARAMAN
) **RAJAGOPAL** RAJAGOPAL
) Date: 2021.04.26
) 11:20:01 +05'30'
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by MEET
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ANNEXURE A

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

1. Accepted copy of the Consent Letter.
2. Details of information in relation to the Hypothecated Properties including details of list of receivables proposed to be charged.
3. For Hypothecated Properties over which an encumbrance already exists, and on which charge is proposed to be created to secure the Debentures, the following information/ consents along-with their validity as on date of their submission:
 - (a) Details of existing charge over the Hypothecated Properties along with details of charge holders;
 - (b) copy of evidence of registration with sub-registrar, registrar of companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable in relation to the charge created for the benefit of the existing lender;
 - (c) Consent/ No-objection certificate (NOC) from existing charge holders, if required under existing financing documents, for further creation of charge on the Hypothecated Properties;
4. Authorised, issued, subscribed and paid up capital structure of the Company.
5. Certified true copy of the resolution of the Committee of Directors (Administration, Authorization & Finance) of the Company appointing IDBI Trusteeship Services Limited as the Debenture Trustee along with the authority to create the security.
6. Certified true copy of extract of special resolution passed under Section 180 (1) (a) of the Companies Act approval of its shareholders for creation of the security in relation to the issue of the Debentures.
7. Certified true copy of extract of special resolution passed under Section 180 (1) (c) of the Companies Act approval of its shareholders for setting out the borrowing limits of the Company.
8. Certified true copy of extract of the board resolution passed under Section 179(3) of the Companies Act authorising the issue and allotment of the Debentures, creation of security and authorising certain officials of the Company named therein to execute all documents in relation to the issue of the Debentures.
9. Credit rating letters from the rating agencies rating Debentures up to the Shelf Limit and for the relevant tranche (which is not older than one month on the date of opening of the relevant tranche of the issue of the Debentures).
10. A copy of the latest annual report of the Company.
11. Certified true copy of the finalised copy of the relevant Prospectus / Information Memorandum / Disclosure Document / Private Placement Memorandum.
12. In-principle approval letters from the Stock Exchanges.
13. Listing agreement (certified true copy).

14. ROC search report to be obtained.

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

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 documents.
2. Within 7 (seven) days of the filing of charges pursuant to paragraph 1 above, receipt of the certificate of registration of charge issued by the Registrar of Companies.
3. Within 30 (thirty) days from the date of execution of the 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, 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 to the Debenture Trustee (in the format shared by the Debenture Trustee).
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 the SEBI LODR Regulations.
10. Disclosure of name and address of Debenture Trustee on the website and annual report.
11. 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 the manner as may be specified by the Securities Exchange Board of India from time to time on half-yearly basis.