

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

BETWEEN

NUVAMA WEALTH FINANCE LIMITED
(Formerly known as Edelweiss Finance & Investments
Limited)
(ISSUER)

AND

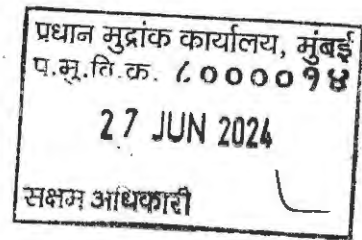
CATALYST TRUSTEESHIP LIMITED
(DEBENTURE TRUSTEE)



महाराष्ट्र MAHARASHTRA

2024

10AB 631984



श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K.Y. Amer

28





महाराष्ट्र MAHARASHTRA

● 2024 ●

10AB 631983

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४
27 JUN 2024
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K.Y. Amer

NR





महाराष्ट्र MAHARASHTRA

2024

10AB 631982

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.ति.क. ८००००९४
27 JUN 2024
सक्षम अधिकारी

श्रीग. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K. J. Aimes

[Handwritten mark]





महाराष्ट्र MAHARASHTRA

○ 2024 ○

10AB 631981

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४
27 JUN 2024
सक्षम अधिकारी

श्रीम. एच. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K. Y. Ajmer

28





महाराष्ट्र MAHARASHTRA

© 2024 ©

10AB 631980

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू. ति. क्र. ८००००९४
27 JUN 2024
सक्षम आधिकारी

श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K. J. Aimes

NS





महाराष्ट्र MAHARASHTRA

2024

10AB 631979

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४
27 JUN 2024
सक्षम अधिकारी

श्रीम. एल. एस. सांगवी

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K.Y. Ajmer

AK





महाराष्ट्र MAHARASHTRA

2024

10AB 631985

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४
27 JUN 2024
सक्षम अधिकारी

श्रीम. एक. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED AUGUST 20, 2024 EXECUTED BETWEEN NUVAMA WEALTH FINANCE LIMITED (FORMERLY KNOWN AS EDELWEISS FINANCE & INVESTMENTS LIMITED) AND CATALYST TRUSTEESHIP LIMITED AT MUMBAI, MAHARASHTRA.



K.J. Anand

28



DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement ("**Agreement**") is made at Mumbai on this 20th day of August, 2024

BETWEEN

NUVAMA WEALTH FINANCE LIMITED (formerly known as EDELWEISS FINANCE & INVESTMENTS LIMITED), a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with Corporate Identity Number **U67I20MH1994PLC286057** and having its registered office at 801- 804, Wing A, Building No. 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400 051 (hereinafter referred to as the "**Company**"/ "**Issuer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 and having CIN U74999PN1997PLC110262 and its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune-411038, and its branch office at 901, 9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, and 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001 in its capacity as debenture trustee for the debenture holder(s) (hereinafter referred to as the "**Catalyst**"/"**Debenture Trustee**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include the Debenture Trustee and its successors and assigns) of the **OTHER PART**.

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

WHEREAS:

- A. The Company proposes to issue rated, senior, secured, listed, redeemable, transferable Non-Convertible Debentures in accordance with SEBI Debt Securities Regulations (as defined herein below) and other Applicable Law on the terms and conditions as set out in the General Information Document / Key Information Document ("GID / KID") / Placement Memorandum(s).
- B. With a view to raising debt for business operations, investments and for general corporate purposes, the Company proposes to issue rated, senior, secured, listed, redeemable, transferable Non-Convertible Debentures for an aggregate nominal value of upto Rs. 1,000 Crores (Rupees One thousand Crores Only) (hereinafter referred to as the "Debentures") on private placement basis in one or more tranches in accordance with the provisions of the Companies Act 2013 and the regulations applicable to issue of debentures notified by Securities Exchange Board of India ("SEBI"), from time to time.
- C. The Company has vide resolution of the Board of Directors under applicable section of the Companies Act, 2013, passed at its meeting held on February 01, 2024 and resolution of the shareholders under Section 42 of the Companies Act, 2013 passed



at its meeting held on February 12, 2024, authorized the issuance of the Debentures for cash at par / premium / Discount on a private placement basis in terms of GID / KID / Placement Memorandum(s) issued from time to time.

D. Pursuant to the Companies Act, 2013, including any statutory modification or reenactment or replacement thereof, for the time being in force ("Companies Act"), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time ("SEBI NCS Regulations"), the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time ("SEBI Debenture Trustee Regulations"), SEBI Operational Circular on issue and listing on Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 as amended, varied or modified from time to time ("SEBI Operational Circular") and SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, the Company is required to appoint the Debenture Trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the Securities Exchange Board of India as a Debenture Trustee under the SEBI Debenture Trustee Regulations. Accordingly, the Company has approached Catalyst Trusteeship Limited to act as the Debenture Trustee for the Debenture holders and Catalyst Trusteeship Limited have consented to act as Debenture Trustee for the benefit of the Debenture holders of the proposed issue of the Debentures vide its letter dated July 22, 2024 bearing reference no. CL/DEB/24-25/695, subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

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.

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

1. The following capitalized terms shall have the meaning as provided hereunder:

CERSAI shall have the meaning ascribed to such term in Clause 9 of this Agreement.

Companies Act shall have the meaning ascribed to such term in Recital D hereto.

Debentures shall have the meaning ascribed to such term in Recital B hereto.

Debenture Trust Deed shall have the meaning ascribed to such term in Clause 6 of this Agreement.

GID / KID shall have the meaning ascribed to such term in Recital A hereto.

Indemnified Party shall have the meaning ascribed to such term in Clause 26 of this Agreement.



Handwritten initials



Indemnifying Party shall have the meaning ascribed to such term in Clause 26 of this Agreement.

Losses shall have the meaning ascribed to such term in Clause 26 of this Agreement.

Placement Memorandum shall have the meaning ascribed to such term in Clause 9 of this Agreement.

Relevant Laws shall have the meaning ascribed to such term in Clause 10 of this Agreement.

SEBI shall mean Securities and Exchange Board of India.

SEBI NCS Regulations shall have the meaning ascribed to such term in Recital D hereto.

SEBI Debt Securities Regulations shall mean Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities), Regulations, 2021, SEBI Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 as may be amended from time to time and SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024.

SEBI Debenture Trustee Regulations shall have the meaning ascribed to such term in Recital D hereto.

2. Words and expressions used herein and defined in the Debenture Trust Deed shall have the meaning respectively assigned to such words and expressions in the Debenture Trust Deed and shall be deemed incorporated herein by reference (as of the date hereof, irrespective of the date of execution of the Debenture Trust Deed).
3. Notwithstanding anything to the contrary contained in this Agreement, or any other Transaction Documents, the Parties agree, confirm and acknowledge that the terms of the Debenture Trust Deed shall prevail in case of any conflict in the terms of this Agreement and the Debenture Trust Deed. Further, it is agreed that the Debenture Trustee shall act in accordance with the terms of the Debenture Trust Deed in discharging its obligations under the Transaction Documents.
4. The Company hereby appoints Catalyst as the Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders of the Debentures to be issued by the Company; and Catalyst hereby agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Transaction Documents and more particularly given in the Debenture Trust Deed. The Debenture Trustee shall act only in accordance with Debenture Trust Deed.
5. In such trust capacity, the Debenture Trustee agrees and is authorised:



Handwritten initials



- (a) To execute and deliver this Agreement, Debenture Trust Deed, all Security Documents and all other documents, agreements and instruments contemplated by the Debenture Documents or the other documents which are to be executed and delivered by the Debenture Trustee or as the Debenture Trustee shall deem advisable and in the best interests of the Debenture Holders;
- (b) To take whatever action as shall be required to be taken by the Debenture Trustee pursuant to the terms of the Debenture Documents, and subject to the terms and provisions of this Agreement or any other Debenture Documents, to exercise its rights and perform its duties and obligations under each such documents, agreement and instruments; and
- (c) Subject to the terms and provisions of this Agreement and the other Debenture Documents, to take such other action in connection with the foregoing as the Debenture Holders may from time to time direct.
6. That the Company hereby appoints Catalyst as the Debenture Trustee for the Debenture holders of all the series of the Debentures aggregating upto Rs. 1000,00,00,000/- (Rupees One Thousand Crores only) to be issued by the Company from time to time and Catalyst Trusteeship Limited hereby agrees to act as Debenture Trustee for the Debenture holders, subject to the completion of due diligence of all relevant information pertaining to the assets of the Company and security to be created to secure the Debentures, to the satisfaction of the Debenture Trustee. The Debenture Trustee and the Company shall also enter into a debenture trust deed (hereinafter referred to as the "Debenture Trust Deed") and such other documents as may be required from time to time in relation to the Debentures. The Debenture Trustee agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture holders and for the purposes related thereto, strictly in accordance with the provisions of the transaction documents and as more particularly provided in the Debenture Trust Deed. Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Company and shall at all times only act in accordance with the instruction of the Debenture holders in accordance with Debenture Trust Deed.
7. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration hereinafter mentioned 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 Transaction Documents. The remuneration of the Trustees shall be as per the consent letter dated July 22, 2024 bearing reference no. CL/DEB/24-25/695. Arrears of installments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (Sixteen percent) per annum or applicable interest rate under MSME Act, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.
8. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue inter alia consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the



Handwritten signature/initials

Handwritten signature/initials



Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the debt issue. In the event the Company fails to execute the Debenture Trust Deed within the period specified in SEBI NCS Regulations, without prejudice to any liability arising on account of violation of the provisions of the Act and the aforesaid regulation, the Company shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the Board to the Holder of debentures, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.

9. For the Secured Debentures, the Company shall create a pari passu charge on the present and future receivables, loans, securities, investments and other financial assets more particularly defined in the Debenture Trust Deed on such terms and conditions as disclosed in the respective GID / KID / Placement Memorandum / Private Placement Memorandum / shelf disclosure document ("Placement Memorandum") and execute other necessary security documents as approved by the Debenture Trustee, [within a period of 1 day prior to filing of the application for listing of the Debentures], in accordance with the extant Non-Convertible Securities Regulations and relevant Laws. The security so created pursuant to the Transaction and security documents shall be filed with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest ("CERSAI"), depository or any other institution, as applicable, as the case may be, within 30 days of creation of charge.
10. The Company shall comply with the provisions of SEBI Debenture Trustee Regulations, SEBI NCS Regulations, debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time), SEBI Operational Circular on issue and listing on Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021, SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, as amended and other applicable provisions under applicable laws, regulations and guidelines ("Relevant Laws") in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the Debentures are redeemed in full. Further the Company undertakes to comply with all regulations/provisions of Companies Act, 2013 and guidelines of other regulatory authorities in respect of allotment of debentures till redemption of such Debentures.
11. The Company hereby agrees to ensure the compliance of applicable guidelines issued by RBI in respect of allotment of debentures issued through private placement.
12. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
13. The Company confirms that the Company is duly authorised to enter into this Agreement and each of the other transaction documents pertaining to the issue of the Debentures. The Company is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Company.



14. Documents required to be submitted prior to or simultaneously with execution of this Agreement:

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as set out in **Annexure A** hereto.

15. Terms of carrying out due diligence:

- (a) 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 GID / KID / Placement Memorandums and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical experts / management consultants appointed by the Debenture Trustee.
- (b) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("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.
- (c) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all 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 security creation in relation to the issuance and allotment of the Debentures, in accordance with the Relevant Laws.
- (d) The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee.

16. 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 the relevant laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:-

- a. GID / KID / Placement Memorandum in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
- b. The necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the issue, allotment and the creation of security thereunder;
- c. Certificate issued by the Registrar of Companies in relation to the charge created to secure the Debentures;
- d. Agreement with the Registrar to issue;
- e. Letters from credit rating agencies about ratings;
- f. Proof of credit of the Debenture in favour of the Debenture holders;
- g. Credit Confirmation Letters;
- h. Depository details;
- i. Copy of last three years Audited annual reports;
- j. Debenture Trust Deed;
- k. Charge registration certificate
- l. Security documents executed in relation to the Debentures;
- m. Certified true copy of the resolution(s) for allotment of Debentures;
- n. Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the debenture trust deed and applicable rules and regulations as may be issued by Securities and Exchange Board of India including Relevant Laws;
- o. Statutory auditor's certificate for utilization of funds/issue proceeds annually as prescribed in regulations;
- p. Statutory auditor certificate, on half-yearly basis giving the value of book debt and receivables, including compliance with the covenants of the GID/KID/offer document/ Placement memorandum, in case where listed debt securities are secured by way of receivables;
- q. the valuation report and title search report to the Stock Exchange(s) once in three years.
- r. Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the debentures, if any, debenture redemption reserve and recovery expense fund;
- s. Due Diligence Report of the Security prior to Security creation and on quarterly basis
- t. Periodical reports / information on quarterly / half yearly / annual basis as required to be submitted to stock exchanges under the SEBI NCS Regulations, debt listing agreement or the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time);
- u. Beneficiary position reports as provided by the Registrar and transfer agent;
- v. Approval for listing of the Debentures from the Stock Exchange;
- w. Listing application along with the required details/ annexures submitted to the Stock Exchange;
- x. Acknowledgement of filing GID / KID / Placement Memorandum with the Stock Exchange / Registrar of Companies;
- y. Listing & trading permission from the Stock Exchange (Listing Agreement);
- z. Details of the recovery expenses fund to be created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter



- / confirmation from stock exchange on the amount of such fund maintained and the mode of maintenance;
- aa. Bank account details of the Company along with copy of pre-authorisation letter issued by Company to it's banker in relation to the payment of redemption amount; and
- bb. Such other documents and certificates as may be reasonably required by the Debenture Trustee.

17. Notices

i. Communications in writing:

Any notice, demand, request or other communication to be made or given under this Agreement shall be in writing unless otherwise stated. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be sent by any of the following means: (a) delivered personally; or (b) sent by facsimile transmission; or (c) sent by registered mail with acknowledgment due, postage prepaid/ courier; or (d) sent by e-mail.

ii. The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Agreement shall be as follows:

1. Issuer Company: Nuvama Wealth Finance Limited (formerly known as Edelweiss Finance & Investments Limited)

Kind Attn: Ms. Pooja Doshi, Company Secretary

Address: 801- 804, Wing A, Building No. 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051

Email: secretarial@nuvama.com, compliance.sp@nuvama.com

2. Debenture Trustee: Catalyst Trusteeship Limited

Kind Attn: Mr. Umesh Salvi, Managing Director

Address: 901, 9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013

Email: compliancectl-mumbai@ctltrustee.com

iii. Delivery:

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- i) if by way of personal delivery, when delivered;
- ii) if by way of facsimile, when the sender receives a receipt indicating proper transmission;
- iii) if by way of letter, 3 (three) Business Days after it has been deposited in the post (by registered post, with acknowledgment due), postage prepaid in an envelope duly addressed to the addressee;



MS



- iv) if by way of letter, 3 (three) Business Days after it has been couriered duly addressed to the addressee if the courier company furnishes a statement / record of its delivery or attempted delivery at such address; or
- v) if by way of e-mail, when received in legible form.

iv. English language:

- i) Any notice given under or in connection with this Agreement must be in English.
 - ii) All other documents provided under or in connection with this Agreement must be in English or if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.
- v. Any Party to this Agreement may change the address details for notices to be served on such Party, as provided under this Agreement, by giving prior written express notice (with changed details mentioned properly}, addressed to all other Parties.

18. Governing Law and Disputes

- i. The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by the laws of India.
- ii. Subject to Clause below, the Parties agree that the courts and tribunals of Mumbai, shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals of Mumbai and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- iii. Nothing contained in the Clause (Governing Law and Jurisdiction), shall limit any right of the Debenture Trustee to take Proceedings in any other court or tribunal of competent jurisdiction at any other place, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it/ they may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum, including on account of any separate proceeding being pending against the Company in this or any other forum.



- iv. To the extent that the Company may in any jurisdiction claim for themselves or their assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to themselves or their assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waive such immunity.

19. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective only to the extent of prohibition or un- enforceability but that shall not invalidate the remaining provisions of this Agreement nor affect such provision in any other jurisdiction.

20. Information Accuracy and Storage

- i) 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;
- ii) The Company confirms that the requisite disclosures made in the GID / KID Placement Memorandum are true and correct;
- iii) All disclosures made in the GID / KID / Placement Memorandum with respect to creation of security are in confirmation with the clauses of this Agreement;
- iv) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may 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
- v) The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture holders (in accordance with the Applicable Law) 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.

Other Terms and Conditions

21. The Trustee, ipso facto does not have the obligations of a borrower or a principal debtor as to the monies paid/invested by investors for the Debentures.
22. The Company hereby declares and confirms that the assets on which the charge is proposed to be created to secure the Debentures are already encumbered, on a pari passu basis and that the Company has obtained permissions or consent to create further charge on the assets of the Company from all the existing charge holders



23. The Company confirms that all necessary disclosures shall be made in the Placement memorandum including but not limited to statutory and other regulatory disclosures.
24. The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture holder. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
25. The Company further confirms that:
- i) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in GID/KID or offer document or private placement memorandum/ placement memorandum/ information memorandum; and
 - ii) Terms and conditions of this Agreement including fees charged by the Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the GID / KID / Placement Memorandum.

26. Indemnity, Stamp Duty and Expenses

The Debenture Trustee has agreed to undertake its obligation as the debenture trustee relying solely on the accuracy of the information and documents as provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, or any of its respective directors, officers, employees, attorneys, associates, affiliates, experts or agents (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "**Losses**") arising in connection with or as a result of:

- i) Any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;
- ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- iii) Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.



27. The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the transaction documents including the instrument of Debentures shall be solely borne by the Company.
28. 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 and 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 expenses and out-of-pocket costs incurred by the Debenture Trustee (including without limitation) expenses incurred in connection with due diligence and any expert(s) appointed by the Trustee in relation thereto, and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the transaction documents or any related documentation requested 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 or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.
29. Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
30. This Agreement is entered into in compliance with the provisions of Regulation 13 of SEBI (Debenture Trustees) Regulations, 1993, SEBI NCS Regulations, SEBI's Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 on the 'Format of Uniform Listing Agreement' read with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular on issue and listing on Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021, SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, the Companies Act and other applicable provisions and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
31. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
32. This Agreement 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 redeemed and paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.



[Handwritten signature]

[Handwritten signature]



33. 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 may be brought before such courts.
34. The Trustee hereby covenants that it is aware that information Issuer shares with it is unpublished price sensitive information is subject to applicable securities laws including SEBI (Prohibition of Insider Trading) Regulations, 2015 ("PIT Regulations") and amendments thereto, which prohibit the Trustee and its employees, agents and authorized representatives from, amongst other matters, dealing in the listed securities of the Issuer &/or of any of its Group entity) while in possession of such non-public information (including the Confidential Information), or from communicating, providing or allowing access of the same to any other person who, while in possession of such Confidential Information, may deal in such securities.
35. The Trustee/CA firm appointed by it agrees that without prejudice to such obligations as set out above, it shall comply with applicable laws including the PIT Regulations and any amendments thereto or re-enactments thereof, and from the date of this Agreement neither it nor any of its affiliates (nor any person acting on behalf of or in concert with it or its affiliates) will, directly or indirectly, acquire or sell, agree to acquire or sell, propose, seek or offer to acquire or sell, or facilitate the acquisition, ownership or sale of, any securities, the business (or any part thereof) of the Trustee Issuer or of its affiliates or of its clients as maybe applicable, or directly or indirectly communicate, provide or allow access to any unpublished price sensitive information concerning the Issuer or its affiliates or of its clients as maybe applicable.



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

<p>SIGNED AND DELIVERED by NUVAMA WEALTH FINANCE LIMITED (formerly known as EDELWEISS FINANCE AND INVESTMENTS LIMITED) the within named Company by the hand of</p> <p><u>KEYUR AJMERA</u></p> <p>its Authorised Signatory.</p>	<p>For and on behalf of NUVAMA WEALTH FINANCE LIMITED (formerly known as EDELWEISS FINANCE AND INVESTMENTS LIMITED)</p> <p><u>K.J. Ajmer</u></p> <p>Authorised Signatory</p>
<p>SIGNED AND DELIVERED by CATALYST TRUSTEESHIP LIMITED, the within named Debenture Trustee by the hand of</p> <p><u>Nandan Samant</u></p> <p>its Authorised Signatory.</p>	<p>For and on behalf of CATALYST TRUSTEESHIP LIMITED</p> <p><u>N/S</u></p> <p>Authorised Signatory</p>

Information to be incorporated as per SEBI circular SEBI/HO/DDHS/DDHS_Div/P/CIR/2022/106 dated August 04, 2022

In order to enable the debenture trustee to exercise due diligence with respect to creation of security, the Issuer at the time of entering into debenture trustee agreement shall provide the following information/ documents to the debenture trustee(s):

1. Details of assets, movable property and immovable property on which charge is proposed to be created including title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding, copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.
2. For unencumbered assets, 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 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, value/ amount, 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;
 - b) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any;
 - c) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders.

Due diligence by debenture trustee for creation of security

Regulation 15(6) of SEBI (Debenture Trustees) Regulations, 1993 (DT Regulations) inter-alia requires debenture trustee, to exercise independent due diligence and Regulation 15(1)(i) of DT Regulations places obligations on the debenture trustee to ensure that the assets of the Issuers are sufficient to discharge the interest and principal amount with respect to debt securities of the Issuers at all times.

Debenture trustee(s) by itself or through its advisers or experts shall independently carry out due diligence. The terms and conditions with respect to exercising due diligence shall also be included in the debenture trustee agreement. The due diligence to be exercised by debenture trustee(s) with respect to creation of security shall inter-alia include the following:

Debenture trustee shall verify that the assets provided by Issuer for creation of security are free from any encumbrances or necessary permissions or consents has been obtained from existing charge holders by carrying out the following checks:

- a) Verify from Registrar of Companies, Sub-registrar, CERSAI, IU or other sources where charge is registered/ disclosed as per terms.
- b) In case of conditional consent/ permission received as per para 3 (b) above:



184



- i. Verify whether such conditional consent/ permission given to Issuer by existing charge holders is valid as per terms of transaction documents;
- ii. Intimate to existing charge holders via e-mail about the proposal to create further charge on assets by Issuer seeking their comments/ objections, if any, to be communicated to debenture trustee within next 5 working days.

Debenture trustee, by itself or through its appointed agencies viz. chartered accountant firm, registered valuer, legal counsel etc., shall prepare one or more reports viz. valuation report, ROC search report, title search report/ appraisal report, asset cover certificate, any other report/ certificate as applicable etc. and shall independently assess that the assets for creation of security are adequate for the proposed issue of debt securities.

The Company shall provide relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of Security created, the Company shall submit the following reports/ certification within the timelines mentioned below as per SEBI circular dated August 4, 2022 bearing reference number SEBI/HO/DDHS/DDHS_Divl/P/CIR/2022/106:

Reports / Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports / certifications by Debenture Trustee to stock exchange
Security cover certificate	Quarterly basis within 60 days from the end of each quarter which is applicable for first three quarters / 75 days from the end of the financial year which is applicable for the last quarter or within such timelines as prescribed under Applicable Law / Regulations whichever is later.	Quarterly basis within 75 days from the end of each quarter which is applicable for first three quarters / 90 days from the end of the financial year which is applicable for the last quarter or within such timelines as prescribed under Applicable Law / Regulations whichever is later.
A statement of value of pledged securities	Quarterly basis within 75 days from the end of each quarter which is applicable for first three quarters / 90 days from the end of the financial year which is applicable for the last quarter or within such timelines as prescribed under Applicable Law/Regulations whichever is later.	Quarterly basis within 75 days from the end of each quarter which is applicable for first three quarters / 90 days from the end of the financial year which is applicable for the last quarter from end of each quarter or within such timelines as prescribed under Applicable Law/Regulations whichever is later.



Handwritten signature



Annexure A

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

Sr. No.	Information / Documents
i.	An undertaking confirming that all the information provided to the Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
ii.	Any other information documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

