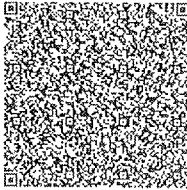


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL74498783930823W
Certificate Issued Date : 21-Oct-2024 04:47 PM
Account Reference : IMPACC (IV)/ dl709203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70920396287129641276W
Purchased by : CLIX CAPITAL SERVICES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : CLIX CAPITAL SERVICES PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : CLIX CAPITAL SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

This forms a part of attached
Debenture Trustee
Agreement executed
between Clix Capital Services Private Limited
and Catalyst
Trusteeship Limited

For Clix Capital Services Private Limited
(Formerly known as Gt. Money Financial Services Private Limited)

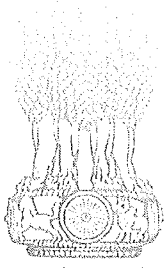
[Signature]
Authorised Signatory

For CATALYST TRUSTEESHIP LIMITED

[Signature]
Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



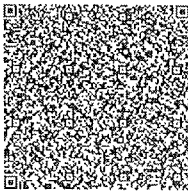
सत्यमेव जयते

भारत गणराज्य

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL74497539923752W
Certificate Issued Date : 21-Oct-2024 04:46 PM
Account Reference : IMPACC (IV)/ dl709203/ DELHI/ DL-DLH
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Purchased by : CLIX CAPITAL SERVICES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : CLIX CAPITAL SERVICES PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : CLIX CAPITAL SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

This forms an integral part of attached
Debt Trustee
Agreement executed
between Clix Capital Services Private Limited
and Catalyst
Trusteeship Limited

For Clix Capital Services Private Limited
(Formerly known as GE Money Financial Services Private Limited)

[Signature]
Authorised Signatory

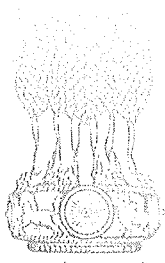
For CATALYST TRUSTEESHIP LIMITED

[Signature]

Authorised Signatory

Statutory Alert:

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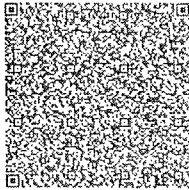
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ORIGINAL FROM INTELLIGENT

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL74482132539429W
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 Unique Doc. Reference : SUBIN-DL70920396289873725276W
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 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CLIX CAPITAL SERVICES PRIVATE LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : CLIX CAPITAL SERVICES PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

This forms an integral part of attached
 Debenture Trustee
 Agreement executed
 between Clix Capital Services Private Limited
 and Catalyst
 Trusteeship Limited

For Clix Capital Services Private Limited
 (Formerly known as GE Money Financial Services Private Limited)

[Signature]
 Authorised Signatory

For CATALYST TRUSTEESHIP LIMITED

[Signature]
 Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcstestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

DEBENTURE TRUSTEE AGREEMENT

Dated 26th day of December 2024

BETWEEN

CLIX CAPITAL SERVICES PRIVATE LIMITED
(as the "Company")

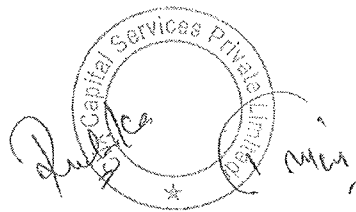
AND

CATALYST TRUSTEESHIP LIMITED
(as the "Debenture Trustee")

JC | JURIS CORP
Advocates & Solicitors

Legal Counsel

Mumbai | New Delhi



Public & Non Confidential Information

DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("Agreement") is made at New Delhi, India on 20th December 2024 by and between:

CLIX CAPITAL SERVICES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 and registered with the Reserve Bank of India as a non-banking finance company with corporate identification number - U65929DL1994PTC116256 and having its registered office at and corporate office at 6th Floor, Good Earth Business Bay-II, Sector 58, Gurgaon - 122102, Haryana, India (hereinafter referred to as the "**Company/Issuer**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

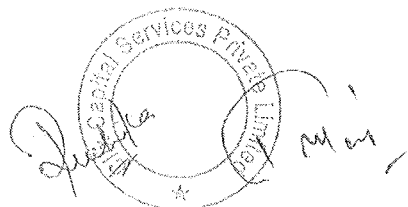
AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 with corporate identification number U74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune - 411 038, India and acting through its corporate office at Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, India duly registered as a debenture trustee with the Securities and Exchange Board of India (hereinafter referred to as the "**Debenture Trustee**", which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**;

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

BACKGROUND:

- A. The Company, pursuant to the authority granted by the resolution of its board of directors passed at its meeting held on February 09, 2024 pursuant to the provisions of the Companies Act, 2013 ("**Act**"), proposes to issue and allot up to 6,000 (Six Thousand) unsubordinated, rated, secured, taxable, listed, redeemable, non-convertible debentures bearing a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each aggregating up to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) comprising of a base issue of up to 3,000 (three thousand) unsubordinated, rated, secured, taxable, listed, non-convertible debentures bearing a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, aggregating to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) and a green shoe option to retain oversubscription of up to 3,000 (three thousand) unsubordinated, rated, secured, taxable, listed, non-convertible debentures bearing a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, aggregating to INR 30,00,00,000/- (Indian Rupees Thirty Crores Only) (hereinafter referred to as the "**Debentures**") on private placement basis, in accordance with the provisions of the Act, rules thereunder, Securities Exchange Board of India ("**SEBI**") (Debenture Trustees) Regulations, 1993 ("**Debenture Trustee Regulations**"), master circular dated 16th May 2024 issued by SEBI titled Master Circular for Debenture Trustees, bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 ("**SEBI Debenture Trustees Master Circular**"),



SEBI (Issue and Listing of Non-convertible Securities) Regulations, 2021 ("SEBI NCS Regulations"), master circular bearing the reference number SEBI/HR/DIDIS/POD1/P/CIW/2024/54 dated May 22, 2024 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper, and such other applicable Law ("SEBI NCS Master Circular") and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations"), as amended from time to time. In terms of the Deed (as defined below) the Debentures may be listed on the wholesale debt market segment of the National Stock Exchange ("NSE") in accordance with the SEBI NCS Regulations and LODR Regulations, as amended from time to time.

- B. Pursuant to the Act, the Company is required to appoint a debenture trustee for the benefit of the debenture holders and the debenture trustee shall act as per the provisions of the Debenture Trustee Regulations. Accordingly, the Company has approached Catalyst Trusteeship Limited to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("Debenture Holders") and Catalyst Trusteeship Limited has agreed to act as the debenture trustee for the benefit of Debenture Holders on the terms and conditions agreed upon and hereinafter set out. The Debenture Trustee is registered with the Securities Exchange Board of India ("SEBI") as debenture trustee under the Debenture Trustee Regulations.
- C. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures, shall be more specifically set out in the debenture trust deed ("Deed") to be entered into by the Company and the Debenture Trustee and the General Information Document and Key Information Document to be issued by the Company and circulated to potential investors.
- D. The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee.

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

OPERATIVE TERMS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

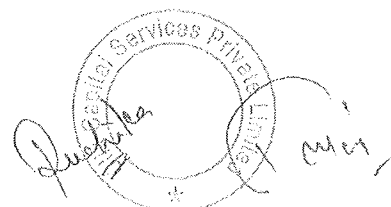
Unless otherwise defined herein, capitalised terms defined and references construed in the Deed shall have the same meaning and construction when used in this Agreement. In this Agreement, the following terms have the following meanings:

"Debenture Holders" has the meaning ascribed to it in Recital B above;

"Deed" has the meaning ascribed to it in Recital C above;

"Debenture Trustee Regulations" has the meaning ascribed to it in Recital A above;

"Debentures" has the meaning ascribed to it in Recital A above;



"Location of Dispute Resolution" has the meaning ascribed to it in the Debenture Trust Deed; and

"SEBI NCS Regulations" has the meaning ascribed to it in the Debenture Trust Deed;

"SEBI" has the meaning ascribed to it in Recital B above.

Capitalised terms used in this Agreement and not defined herein shall have the meaning ascribed to it in the Deed.

1.2 Principles of construction

To the extent not expressly excluded, the provisions of Clause 1.2 (Interpretation and Construction) of the Deed shall apply to this Agreement, as if expressly set out herein (mutatis mutandis) with each reference to the Deed being deemed to be a reference to this Agreement.

2. APPOINTMENT OF TRUSTEE AND TRUSTEESHIP FEES

2.1 The Company hereby appoints Catalyst Trusteeship Limited as the debenture trustee on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Company and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holders.

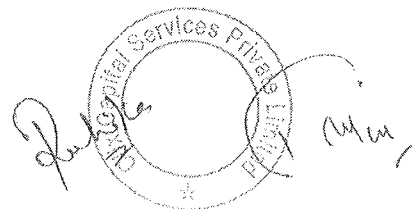
2.2 The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services in accordance with the fee letter bearing reference number - CL/DEB/24-25/1861 dated 17th December 2024, in addition to all legal, traveling and other costs, charges and expenses (with prior intimation to the Company) which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Deed. The copy of the debenture trustee consent letter providing its consent to act as the Debenture Trustee is set out in the Annexure hereto.

2.3 The Company shall comply with and furnish such information on a regular basis as is required under, the provisions of the Act, Debenture Trustees Regulations, SEBI Debenture Trustees Master Circular, SEBI NCS Regulations, SEBI NCS Master Circular, LODR Regulations and other applicable Laws.

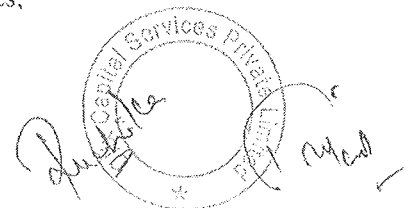
2.4 The Company undertakes to promptly furnish all and any information as may be applicable and required by the Debenture Trustee from time to time in terms of the Act and the Deed on a regular basis.

The Company shall furnish/ shall have furnished the following documents to the Debenture Trustee:

- i. Memorandum of association and Articles of association of the Issuer;
- ii. The necessary corporate authorisations by way of board resolution and/or shareholder resolutions necessary for the Issue;



- iii. Letter(s) from the rating agency regarding the ratings awarded to the Debentures;
- iv. Executed copy of this Agreement;
- v. Executed copy of the Debenture Trust Deed;
- vi. Executed copy of the Security Documents;
- vii. The agreement with the registrar and transfer agent to issue the Debentures;
- viii. Offer Documents in relation to the issue of Debentures;
- ix. Evidence of filing of a return of allotment filed with the registrar of companies (Form No-PAS-3) within a maximum period of 15 (fifteen) days from the Deemed Date of Allotment along with a list of the Debenture holders and with the prescribed fee;
- x. a complete record of private placement offers made by the Company in Form PAS 5;
- xi. Details of the depository with whom the Debentures are held in dematerialised form;
- xii. Copy of latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
- xiii. Periodical reports required to be submitted to the Debenture Trustee under applicable law;
- xiv. Beneficiary position reports as provided by the registrar; a statutory auditor's/chartered accountant certificate in connection with the utilization of funds and Issue proceeds within 30 (thirty) Business Days from the Deemed Date of Allotment;
- xv. statutory auditor's certificate in connection with the utilization of funds on an annual basis;
- xvi. 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;
- xvii. Bank account details of the Company along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount of the Debentures;



xiii. Confirmation proof of payment of interest and principal made to the Debenture holders on the relevant due dates; and

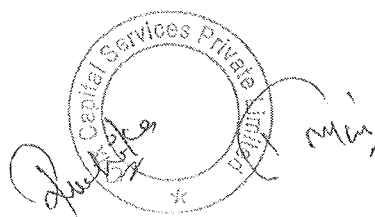
xix. Such other documents as may be reasonably required by the Debenture Trustee in relation to the issue of Debentures and as may be required under Applicable Law.

2.5 This Agreement is entered into in compliance with the provisions of Regulation 13 of the Debenture Trustees Regulations, SEBI NCS Regulations, LODR Regulations, Act and other applicable Laws, 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.

2.6 The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all reasonable expenses and out-of-pocket costs incurred by the Debenture Trustee including all arrears of instalments of annual service charges, if any. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver. The Company will pay interest on the arrears and/or delayed payments of the abovementioned amounts at 16% (sixteen percent) or the relevant rate prescribed in accordance with the Micro, Small and Medium Enterprises Development Act, 2006 (whichever is higher), compounded on an quarterly basis, calculated from the date on which any amount is payable until the day such amounts are actually paid by the Company.

2.7 Terms of carrying out due diligence prior to the issue of Debentures:

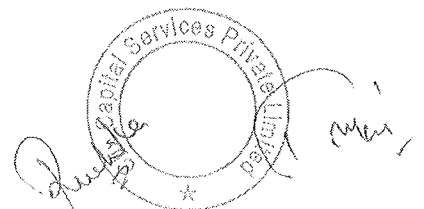
(a) The Debenture Trustee, either through itself or its agents/advisors/ consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the General Information Document and Key Information Document, SEBI NCS Regulations and the applicable laws, has been obtained. For 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 Issuer and to have the Issuer's assets inspected by its officers and/or external auditors/ valuers/ consultants/ lawyers/ technical experts / management consultants appointed by the Debenture Trustee;



- (b) The Issuer shall provide all assistance to the Debenture Trustee to check, verification from the registrar of companies, Central Registry, depositories (if applicable), information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer for securing the Debentures, are registered / disclosed;
- (c) Further, in the event that existing charge holders and/or the concerned trustee on behalf of the existing charge holders (if any), have provided conditional consent / permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders (if any) about proposal of creation of further encumbrance;
- (d) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations, and disclosures as may be required by the (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 the applicable Laws; and
- (e) The Debenture Trustee shall have the power to either independently appoint or direct the Issuer to (after consultation with the Debenture Trustee) 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 required under the applicable Laws, if applicable. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

2.8 Information accuracy and storage:

- (a) The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee (including under the General Information Document and Key Information Document) are true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) All disclosures made in the General Information Document and Key Information Document with respect to creation of security are in conformation with the clauses of this Agreement;
- (c) The Issuer 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. All other rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set



entirely the Issuer's debt, shall be entered into between the Company and the Debenture Trustee and

- (d) The Issuer hereby agrees that, in case of occurrence of Event of Default by the Issuer as per the terms of the Transaction Documents entered into for issuance of the Debentures, 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 Issuer as well as all details in relation to the assets of the Issuer and all third party security providers, guarantors and other undertaking providers, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Issuer agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

2.9 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 investors for the Debentures.

2.10 The Issuer shall execute the Deed in Form SH.12 (or in a format as close as possible to Form SH. 12) as prescribed under the Act including such other clauses as may be required under the applicable Law.

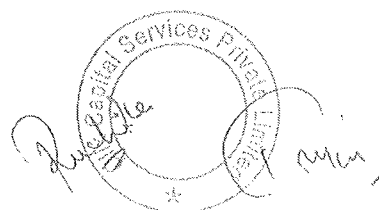
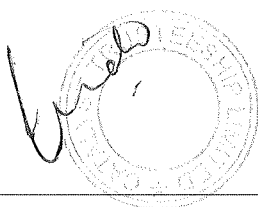
3. MISCELLANEOUS

3.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed as per laws in India, without reference to its conflict of law principles.

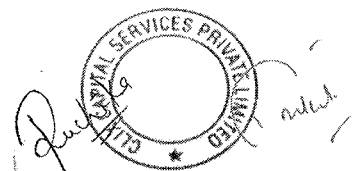
3.2 Jurisdiction

- (a) The Company agrees that the courts and tribunals at Location of Dispute Resolution shall have exclusive 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 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;
- (b) The Company irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Location of Dispute Resolution and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at Location of Dispute Resolution shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by



law;

- (c) Nothing contained in this Clause 3, shall limit any right of the Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, 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 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;
- (d) The Company hereby consents generally in respect of any Proceedings arising out of or in connection with the Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings; and
- (e) The Company irrevocably agrees that, should any party take any proceedings anywhere (whether for an injunction, specific performance, damages or otherwise in connection with the Agreement), no immunity (to the extent that they may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of their assets or from execution of judgment shall be claimed by them or with respect to their assets, any such immunity being irrevocably waived. The Company irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations.
- (f) Without prejudice to the foregoing, Parties agree that all claims, differences or disputes between the Debenture Trustee and the Company arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be settled by online arbitration conducted in accordance with the SEBI Circular dated July 31, 2023 (bearing reference no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131), as may be further updated, amended, modified or replaced from time to time ("ODR Circular"). All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular. The online arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) read with the ODR Circular. No loss or damage or expenses incurred by the Debenture Trustee or the Company shall be met out of the trust property.

A handwritten signature in black ink is written over a circular grey stamp. The stamp contains the text "DEBENTURE TRUSTEE" around the perimeter and "INDIA" at the bottom.A handwritten signature in black ink is written over a circular grey stamp. The stamp contains the text "CLIFFORD CHANCE SERVICES PRIVATE LIMITED" around the perimeter and "INDIA" at the bottom.

3.3 Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered by hand and received for by the Party to whom said notice or other communication shall have been directed, or (b) mailed by certified or registered mail with postage prepaid, on the 3rd (third) Business Day after the date on which it is so mailed. In the event of any change in the below addresses, the relevant Party shall promptly inform the other Party of such change.

(a) To Company

Postal Address	:	6 th Floor, Good Earth Business Bay - II, Sector 58, Gurgaon 122102, Haryana, India
Kind Attention	:	Mr. Dhairya Parikh, Head-, Treasury
Email	:	dhairya.parikh@clix.capital
Telephone	:	9833929616
Fax	:	NA

(b) To Debenture Trustee

Postal Address	:	Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013
Kind Attention	:	Mr. Umesh Salvi, Managing Director
Email	:	ComplianceCTL-Mumbai@ctltrustee.com
Telephone	:	022-4922 0555
Fax	:	022-4922 0505

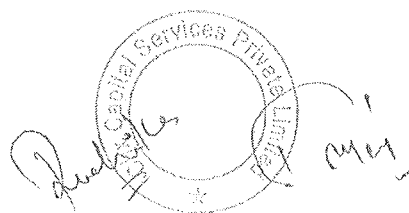
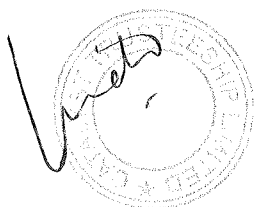
3.4 Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

3.5 Effective Date

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all outstanding amounts in respect of the Debentures have been fully paid to the Debenture Holders.

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ANNEXURE
Debenture Trustee Consent Letter

CATALYST

CU/DEB/24-25/1861

Date : 17-Dec-2024

To,
Ruchika Sharma,
Clix Capital Services Private Limited,
9th Two Horizon Center, 901 B.,
DLF Phase 5, Sector 43, Gurugram,
Gurgaon,
Haryana,
India 122002.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed,
Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 30.00 Crores with green shoe
option of 30.00 Crores Crores aggregating to 60,00,00,000 Crores.

We refer to your letter dated , requesting us to convey our consent to act as the
Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures,
subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture
Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the
security if applicable within the timeline as per relevant Laws / Regulations and in the Offer
Document / Information Memorandum / Disclosure Document / Placement Memorandum and
company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee)
Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI
(Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules
thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A

Assuring you of the best professional services.

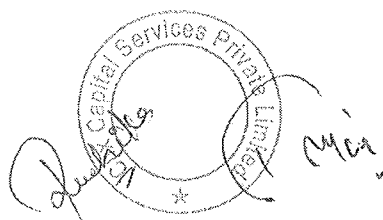
Thanking you.

Yours faithfully,

Name : Nida Haaz

Designation : Assistant Manager

CATALYST TRUSTEESHIP LIMITED
Registered Office: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012
Regional Office: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012
Clix Group: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012
Clix Group: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012
Clix Group: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012
Clix Group: 10th Floor, 10A, Sector 43, Gurugram, Haryana 122002. Tel: 01222-8021011 Fax: 01222-8021012



Appendix A

Fee Structure for transaction CI/DEB/24-25/1861

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 120,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 120,000.00

Annually fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable. The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms

For Catalyst Trusteeship Limited

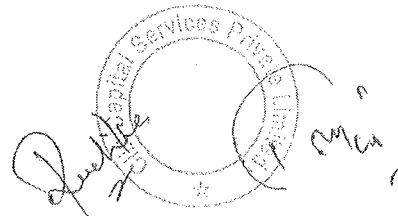
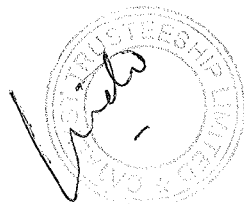
For Clix Capital Services Private Limited

Name : Nida Naaz

Name : Ruchika Sharma
Designation : AVP, Treasury

Designation : Assistant Manager

CATALYST TRUSTEESHIP LIMITED (INCORPORATED IN INDIA)
Registered Office: 10th Floor, 10A, Tower 8, Parkside Business Park, Connaught Place, New Delhi 110028, India. Tel: +91 11 4512 1000 Fax: +91 11 4512 1001
Regd. Office: 10th Floor, 10A, Tower 8, Parkside Business Park, Connaught Place, New Delhi 110028, India. Tel: +91 11 4512 1000 Fax: +91 11 4512 1001
Regd. Office: 10th Floor, 10A, Tower 8, Parkside Business Park, Connaught Place, New Delhi 110028, India. Tel: +91 11 4512 1000 Fax: +91 11 4512 1001
CIN: U65100DL2015PTC021102 Email: info@catalysttrusteeship.com Website: www.catalysttrusteeship.com
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SIGNATURE PAGE

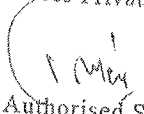
IN WITNESS WHEREOF the Debenture Trustee and the Company have caused these presents and the duplicate thereof to be executed by their authorised official on the day, month and year first above written as hereinbefore appearing.

SIGNED AND DELIVERED BY
CLIX CAPITAL SERVICES PRIVATE
LIMITED
the within named Company

by the hand of its authorized official

Ankit Aggarwal and Ruchika Sharma

For Clix Capital Services Private Limited


Authorised Signatory

SIGNED AND DELIVERED BY
CATALYST TRUSTEESHIP LIMITED
the within named Debenture Trustee
by the hand of its authorized official

FOR CATALYST TRUSTEESHIP LIMITED


Authorised Signatory

NIDA NAAL