सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL02328810722915Y
Certificate Issued Date	:	30-Apr-2026 04:41 PM
Account Reference	:	IMPACC (IV)/ dl1109603/ DELHI/ DL-SAD
Unique Doc. Reference	:	SUBIN-DLDL110960320403497720722Y
Purchased by	:	GLOBE FINCAP LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	GLOBE FINCAP LIMITED
Second Party	:	CATALYST TRUSTEESHIP LIMITED
Stamp Duty Paid By	:	GLOBE FINCAP LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

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Please write or type below this line

This Stamp paper forms an integral part of the debenture trustee appointment agreement dated 4th May 2026 entered into between Globe Fincap Limited as the Company and Catalyst Trusteeship Limited as the Debenture Trustee

For CATALYST TRUSTEESHIP LIMITED

K. K. Pardeshi

Authorised Signatory

For Globe Fincap Limited

Director/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.

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

BETWEEN

GLOBE FINCAP LIMITED
(AS THE COMPANY/ISSUER)

AND

CATALYST TRUSTEESHIP LIMITED
(AS THE DEBENTURE TRUSTEE)

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement ("**Agreement**") is made at New Delhi on this 4th day of May 2026;

BETWEEN

GLOBE FINCAP LIMITED a company incorporated under the Companies Act, 2013 and a validly existing company under the provisions of Companies Act, 2013, with corporate identity number U67120DL2008PLC176326 and having its registered office at 609, Ansal Bhawan, 16, K.G. Marg, Connaught Place, New Delhi - 110001 (hereinafter referred to as the "**Company**"/ "**Issuer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns wherever the context or meaning shall so require or permit) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 and having CIN U74999PN1997PLC110262 and its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune-411038, and acting through its corporate office at unit 901, 9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Branch Office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001 (hereinafter called the **"Debenture Trustee"**, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include the Debenture Trustee and its successors and permitted assigns wherever the context or meaning shall so require or permit) 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:

(1) The Company will, pursuant to the authority granted by the resolution of its board of directors passed at its meeting held on 24 April 2026, and the resolution of its shareholders passed at a meeting held on 10 February 2026 as required under Section 180(1)(a) and 180(1)(c) of the Act, Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 read with Section 42 of the Act, and pursuant to the terms of the general information document and the key information document for the Debentures (the general information document and the key information document being hereinafter collectively referred to as the "**Disclosure Documents**") to be issued by the Company in respect of the Debentures, issue and allot up to 20,000 senior, unsecured, listed, rated, taxable and redeemable non-convertible debentures with nominal value of INR 1,00,000 each, aggregating to not more than INR 200,00,00,000 (hereinafter referred to as the "**Debentures**" / "**NCDs**"), in two series (being Series 1 Debentures and Series 2 Debentures), and under the electronic book building mechanism set out in the SEBI Operational Circular, on the terms and conditions in accordance with the Disclosure Documents to be filed by the Company with the National Stock Exchange of India Limited ("**NSE**") and debenture trust deed to be executed between the Debenture Trustee and the Issuer ("**Debenture Trust Deed**") and the regulations applicable to issue of debentures notified by SEBI, from time to time.

(2) The Debentures issued under the Debenture Trust Deed are not (i) 'secured debentures' for the purposes of the Companies Act, 2013, read with Companies (Share Capital and Debentures) Rules, 2014 as on the date of the Debenture Trust Deed; or (ii) 'secured debt securities' for the purposes of the Debenture Regulations as on the date of the Debenture Trust Deed. However, on and from the occurrence of the date on which the Security over the Hypothecated Assets is duly created and perfected by the Company in terms of the Debenture Documents, the Debentures shall be 'secured debentures' and shall otherwise be (i) secured by the Security to be created over the Hypothecated Assets in accordance with the Debenture Trust Deed; and (ii) to be guaranteed by the Guarantors in terms of the Deed of Guarantee, for the benefit of the Secured Parties.

CATALYST TRUSTEESHIP LIMITED

GLOBE FINCAP LTD. NEW DELHI

(3) The Company has submitted the details required as per Schedule I of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended, varied or modified from time to time ("**Debt Securities Regulations**") to the NSE for the purpose of listing the Debentures on its Wholesale Debt Market ("**WDM**") segment and has obtained the in-principle approval from NSE.

(4) Pursuant to the Companies Act, 2013, the Debt Securities Regulations, and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time ("**SEBI Debenture Trustee Regulations**"), the Master Circular for Issue and Listing of Non-convertible Securities, Securities Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Papers dated 15 October 2025, as amended, modified, supplemented, or substituted from time to time ("**SEBI Master Circular**"), the Master Circular for Debenture Trustees dated 13 August 2025, as amended, modified, supplemented, or substituted from time to time ("**SEBI Debenture Trustee Master Circular**"), and other applicable laws the Company is required to appoint a Debenture Trustee for the benefit of and to act on behalf of the holders of the Debentures ("**Debenture Holders**") and accordingly the Company has approached Catalyst Trusteeship Limited to act as the Debenture Trustee for the Debenture Holders. Catalyst Trusteeship Limited has agreed to act as the Debenture Trustee to act on behalf of and for the benefit of the Debenture Holders in relation to the Debentures vide letter CL/DEB/26-27/50 dated 13 April 2026 (**"Consent Letter"**).

(5) The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Trustee Regulations.

(6) Pursuant to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, and the SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 11 July 2023, as amended, the Issuer is required to execute the uniform listing agreement and comply with the said regulations, Relevant Laws *inter-alia* by furnishing the requisite information to the NSE, the Debenture Trustee and the Debenture Holders.

(7) At the request of the Company, Catalyst Trusteeship Limited has agreed to act as the debenture trustee under this Agreement on the terms and conditions agreed upon and hereinafter set out in the Debenture Trust Deed to be executed on or about the date of this Agreement.

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

1. 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 this Agreement, irrespective of the date of execution of the Debenture Trust Deed).

2. Notwithstanding anything to the contrary contained in this Agreement, or any other Debenture 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 this Agreement and the Debenture Trust Deed in discharging its obligations under the Debenture Documents.

3. The Company hereby appoints Catalyst Trusteeship Limited as the Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders of the Debentures aggregating up to INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only) to be issued in one or more series/tranches by the Company; and Catalyst Trusteeship Limited hereby agrees to act as the Debenture Trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related to Debentures, pursuant to the Consent Letter, the Debenture Documents and more particularly as 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.

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4. The Company will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the NSE, for the purpose of listing the Debentures on the WDM of NSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the NSE. A copy of the listing approval received from the NSE will be promptly forwarded to the Debenture Trustee.

5. 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.

6. The Company hereby declares and confirms that the proposal to create a charge or security in respect of the debt securities has been/ shall be disclosed in the Disclosure Documents or any other disclosure document in relation to the issue of the Debentures, in each case, as may be required in accordance with Applicable Laws applicable to issuance and allotment of the Debentures.

7. The Company hereby declares and confirms that it has given an undertaking in the Disclosure Documents that the assets on which charge is created are free from encumbrances and if assets are already charged to secure the debt, the permissions or consent to create security on the hypothecated assets of the Company in accordance with the Debenture Trust Deed and Deed of Hypothecation, have been obtained from the existing creditors.

8. The Company confirms that the requisite disclosures will be made in the Disclosure Document.

9. The Debenture Trustee, "*ipso facto*" do not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/ invested by the Debenture Holders for the Debentures/ NCDs.

10. The Company hereby agrees to ensure the compliance of the Companies Act, 2013 and the applicable guidelines issued by RBI in respect of allotment of debentures i.e. Debentures under listed private placement.

11. The Company shall execute the Debenture Trust Deed in Form SH - 12 or as near thereto as possible in favour of the Debenture Trustee, before or simultaneous to the allotment of the Debentures and in no event beyond a period of three months from the date of closure of the issue, setting out thereby the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company and the Debenture Trustee in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014. Such Debenture Trust Deed shall contain statutory/standard information pertaining to the debt issue and shall contain details specific to the particular debt issue. The draft of the Debenture Trust Deed shall be finalized by the relevant parties thereto. The proceeds from the issuance of the Debentures will be kept in a separate escrow account and shall not be utilized by the Company until the Debenture Trust Deed are executed by the Company as per the timelines prescribed by the Relevant Laws.

12. The Company shall execute the Debenture Trust Deed, and other necessary security documents required for creation of security over the Hypothecated Assets within the timelines as prescribed in the Debenture Documents and in accordance with the Debenture Regulations. The Company shall ensure that the Guarantors execute the necessary documents required for issuance of a guarantee pursuant to the Deed of Guarantee in accordance with the timelines prescribed in the Debenture Trust Deed. The security so created by the Company over the assets pursuant to the relevant security documents, if applicable, shall be registered with the relevant Sub-registrar, relevant Registrar of Companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("**CERSAI**"), depository or any other institution, as applicable, within the timelines set out in the relevant debenture documents, and in any case, within 30 (thirty) days from the creation of such security.

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13. The Issuer shall duly submit requisite information and documents to the satisfaction of the Debenture Trustee as may be required by 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 security cover for the Debentures, simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Issuer shall provide to the Debenture Trustee, on or prior to the creation of security over the assets, all the information and documents as may be required by the Debenture Trustee.

14. 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 Debenture Documents 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 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. 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.

   b. The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, Depositories, Information Utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer for securing the Debentures, are registered / disclosed.

   c. Without prejudice to the aforesaid, the Issuer 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 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.

15. Information accuracy and storage:

   a. The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee (including under the Disclosure Documents) 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 Disclosure Documents with respect to creation of security are true and correct and are in conformation with the clauses of this Agreement and the Debenture Documents;

   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; and

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d. The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Relevant Laws) 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.

16. The Debenture Trustee shall perform its duties and obligations with due care, diligence and in the best interests of the Debenture Holders, and exercise its rights and discretions in accordance with the terms of the Debenture Documents, and shall further conduct itself and comply with the provisions of all applicable laws (including without limitation to the Companies Act, 2013) provided that, the provisions of Section 20 of the Indian Trusts Act, 1882 shall not be applicable to the Debenture Trustee.

17. 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 pre-agreed legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur at actuals (against submission of the requisite supporting documents) in relation to execution of the Debenture Trust Deed and all other Debenture Documents executed/to be executed to give effect to the creation of security for securing the Debentures in accordance with the terms of the Debenture Trust Deed any other actual expenses like advertisement, notices, letters to Debenture Holders, and additional professional fees/expenses that would be incurred in case of default. The remuneration of the Debenture Trustee shall be as per the Consent Letter (as may be amended/ modified from time to time). The remuneration of the Trustees shall be as per the consent letter no. CL/DEB/26-27/50 dated 13 April 2026 (as provided under **Annexure A**). 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 Micro, Small and Medium, Enterprises Development Act, 2006 ("**MSME Act**"), whichever is higher, from the date of receipt of invoice till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.

18. The Company shall *inter-alia* promptly furnish to the Debenture Trustee the following information/ documents 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:-

(i) Memorandum and articles of association of the Company;
(ii) Disclosure Documents;
(iii) Agreement with the registrar and transfer agent appointed for Debentures;
(iv) Letters from credit rating agencies in relation to ratings of the Debentures.;
(v) Details of the Depository with whom the Debentures are being held in dematerialized form;
(vi) Debenture Documents;
(vii) Title search report (if applicable);
(viii) Valuation report (if applicable);
(ix) This Agreement;
(x) Certified true copy of necessary resolution for issue and allotment of Debentures and creating of security in relation the Debentures (including board resolutions, shareholders resolutions and the management committee resolutions);
(xi) Proof of credit of Debentures in favour of the Debenture Holders in accordance with the timelines set out in the Debenture Trust Deed;
(xii) Copy of last three years' audited annual reports;
(xiii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;

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(xiv) Copy of the latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information (profit and loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;

(xv) Within 180 (one hundred eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee;

(xvi) Debenture Trust Deed;

(xvii) ROC certificate in relation to the charge created to secure the Debentures (if applicable);

(xviii) Security documents (including but not limited to the deed of hypothecation);

(xix) Confirmation/proofs of payment of interest and principal made to the Debenture Holders as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;

(xx) A certificate from statutory auditor regarding utilisation of funds/issue proceeds;

(xxi) Statutory auditor certificate, on a quarterly basis, giving the value of book debt and receivables, including compliance with the covenants of the offer document/ Disclosure Documents, in case where listed debt securities are secured by way of receivables;

(xxii) Periodical reports on monthly basis or as may be required by the Debenture Trustee or the Debenture Holders;

(xxiii) A copy of all notices, resolutions and circulars relating to new issue of security at the same time as they are sent to shareholders/ holders of debt securities;

(xxiv) Information to be submitted to the NSE, as and when required;

(xxv) Beneficiary position reports as provided by registrar and transfer agent;

(xxvi) Insurance policies taken in the name of Debenture Trustee in respect of the security;

(xxvii) In principle approval for listing of the Debentures from the NSE;

(xxviii) All information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the asset 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

(xxix) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to the relevant stock exchange under the SEBI Debenture Trustee Regulations, SEBI Master Circular, SEBI Debenture Trustee Master Circular, Debt Securities Regulations, debt listing agreement or the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time);

(xxx) Listing application along with the required details/ annexures submitted to the relevant Exchange;

(xxxi) Acknowledgement of filing the Disclosure Documents with the relevant Exchange;

(xxxii) Details of the recovery expenses fund to be created by the Issuer in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from the Exchange on the amount of such fund maintained and the mode of maintenance (if applicable);

(xxxiii) All other approvals / reports as required under the Debt Securities Regulations, SEBI Master Circular, SEBI Debenture Trustee Master Circular, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any circular issued by the stock exchanges / SEBI governing the issue and allotment of the Debentures, as may be applicable to the Issuer;

(xxxiv) Listing and trading permission from the NSE; and

(xxxv) Such other documents and certificates as may be reasonably required by the Debenture Trustee.

19. The Company agrees and undertakes to comply with the provisions of SEBI Debenture Trustees Regulations, the Debt Securities Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 11 July 2023, as amended, and the Listing Agreement pursuant thereto to be executed with NSE, the Companies Act, 1956, the Companies Act, 2013 and guidelines of other regulatory authorities as may be applicable from time to time in respect of allotment of Debentures till redemption of the Debentures 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.

CATALYST TRUSTEESHIP LIMITED

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20. This Agreement is entered into in compliance with the provisions of Regulation 13 of SEBI Debenture Trustees Regulations and the Debt Securities Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, the Companies Act, 2013 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.

Other Terms and Conditions

21. The Issuer confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.

22. 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.

23. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies and amounts due in respect of the Debentures have been fully redeemed and paid-off in accordance with the Debenture Trust Deed and all the requisite formalities for satisfaction of charge in all respects, have been complied with or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed.

24. 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 herein contained.

25. The courts and tribunals in New Delhi, India shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement (including a dispute regarding the existence, validity, or termination of this agreement) and that accordingly any suit, action or proceedings arising out of or in connection with the 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.

CATALYST TRUSTEESHIP LIMITED

GLOBE FINCAP LTD. NEW DELHI

ANNEXURE A

DEBENTURE TRUSTEE CONSENT LETTER

CATALYST
Believe in yourself... Trust us!

CL/DEB/26-27/50

Date: 13-Apr-2026

To,
Globe Fincap Limited,
609, ANSAL BHAWAN, 16,
KASTURBA GANDHI MARG,
New Delhi, Delhi, India 110001.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Unsecured, Non-Convertible Debentures of ₹ 300.00 Crores

We refer to your Email dated 08.04.2026, 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,

K.K. Pardeshi

Name : Krishna Pardeshi

Designation : Senior Manager

CATALYST TRUSTEESHIP LIMITED

Pune | Mumbai | Bengaluru | Delhi | Chennai

CATALYST
Believe in yourself... Trust us!

Annexure A

1.Fee Structure for transaction CL/DEB/26-27/50

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 150,000.00
Annual Trusteeship Fees (Amount)	₹ 100,000.00

Annual 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 signed copy of this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

For Catalyst Trusteeship Limited

K.K. Pardeshi

Name: Krishna Pardeshi
Designation: Senior Manager

We accept the above terms.

For Globe Fincap Limited

For Globe Fincap Limited
Director/Authorised Signatory

Name: Amit Kumar Singhal
Designation: Authorised Signatory

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.

SIGNED AND DELIVERED by **GLOBE FINCAP LIMITED** the within named Company by the hand of Yash Pal Mendiratta its Authorised Signatory.

For Globe Fincap Limited

Director/Authorised Signatory

Yash Pal Mendiratta

Director

GLOBE FINCAP LTD. NEW DELHI

SIGNED AND DELIVERED by **CATALYST TRUSTEESHIP LIMITED,** the within named Debenture Trustee by the hand of Krishna Pardeshi, its Authorised Signatory.

For CATALYST TRUSTEESHIP LIMITED

K.K. Pardeshi

Authorised Signatory

Krishna Pardeshi

Senior Manager