भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

- 6 JUL 2026

AX 103815

VERITAS FINANCE

At - 32

M. KAILASH CHAND

STAMP VENDOR - L.No.11727/6/98

Saidapet, Chennai-15. ☎: 9444173088

This stamp paper forms an integral part of the Debenture Trustee Agreement dated November 05, 2026, executed between Veritas Finance Limited and Catalyst Trusteeship Limited.

For Catalyst Trusteeship Limited

Authorised Signatory

For Veritas Finance Limited

Authorised Signatory

DATED: November 05, 2026

DEBENTURE TRUSTEE AGREEMENT

BETWEEN

VERITAS FINANCE LIMITED (FORMERLY KNOWN AS VERITAS FINANCE PRIVATE LIMITED)
AS THE ISSUER OF DEBENTURES

AND

CATALYST TRUSTEESHIP LIMITED
AS THE DEBENTURE TRUSTEE

IN RESPECT OF

ISSUANCE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, RATED, LISTED, FULLY PAID, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH AGGREGATING UP TO RS. 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY)

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

DEBENTURE TRUSTEE AGREEMENT

This Debenture Trustee Agreement ("**Agreement**") is made at Chennai on this 05th day of November, Two Thousand and Twenty Six.

BETWEEN

VERITAS FINANCE LIMITED (FORMERLY KNOWN AS VERITAS FINANCE PRIVATE LIMITED), a public limited company incorporated under the Companies Act, 2013 and validly existing under the Companies Act, 2013 and registered as a non-banking financial company (NBFC) with the Reserve Bank of India, and acting for the purposes of these presents through its registered office at: SKCL Central Square 1, South and North Wing, 7th Floor Unit # C28 - C35, CIPET Road, Thiru Vi Ka Industrial Estate, Guindy, Chennai, Tamil Nadu – 600032 (hereinafter called the "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors) of **THE ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India, and acting for the purposes of these presents through its branch office at Plot No 5A, Bharathiar Street, Karpagambal Nagar, Madhanandapuram, Chennai - 600 125 (hereinafter called the "**Debenture Trustee**", 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 **OTHER PART.**

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

WHEREAS:

A. With a view to raising debt for the Purpose (as defined in the Debenture Trust Deed), the Company intends to issue up to 10,000 (Ten Thousand) senior, secured, rated, listed, fully paid, redeemable, taxable, non-convertible debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) (the "Debentures") for cash, at par, in dematerialized form on a private placement basis to certain identified investors (hereinafter referred to as the "Issue") in accordance with the provisions of the Companies Act, 2013 and the regulations applicable to the issuance of debentures notified by Securities Exchange Board of India (SEBI) and the Reserve Bank of India (RBI), from time to time;

B. The Company has vide the resolution of the board of directors under Section 179 of the Companies Act, 2013, passed at its meeting dated August 14, 2026 and the resolution of the shareholders of the Company pursuant to Section 42 read with Section 180(1)(c) of the Companies Act, 2013 dated July 23, 2026, authorised the issuance of the Debentures pursuant to the authority granted by such resolutions. Accordingly, the Company pursuant to aforesaid resolutions proposes to allot the Debentures for cash at par on a private

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

placement basis in terms of the general information document dated June, 12, 2026 (the **"General Information Document"**) and a key information document dated on or about the date hereof (the **"Key Information Document"**), in accordance with the SEBI Debt Listing Regulations and a private placement offer cum application letter dated on or about the date hereof and the other transaction documents to be executed in relation to the Debentures.

C. The Company shall have the Debentures listed on the wholesale debt market segment of the BSE Limited / Bombay Stock Exchange of India Limited (**"BSE"**) and/or the new debt market segment of the National Stock Exchange of India Limited / National Stock Exchange (**"NSE"**) in accordance with the SEBI Debt Listing Regulations as soon as possible and in no event later than 3 (Three) working days from the date of closure of the Issue;

D. The Company is desirous of appointing a debenture trustee for the benefit of the holders of the Debentures from time to time (hereinafter referred to as the **"Debenture Holder(s)"**);

E. The Debenture Trustee is registered with the Securities and Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended from time to time);

F. The Company has approached the Debenture Trustee to act as the debenture trustee for the Debenture Holder(s) and the Debenture Trustee has vide its letter dated November 05, 2026 (bearing reference no. CL/DEB/26-27/1249) (hereinafter referred to as the **"Debenture Trustee Consent Letter"**), a copy of which is annexed hereto as **Annexure "1"**, agreed to act as the debenture trustee for the benefit of the Debenture Holder(s) and to hold the security to be created by the Company in favour of the Debenture Trustee to secure the payment and other obligations of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holder(s); and

G. At the request of the Company, the Debenture Trustee has agreed to act as the debenture trustee under this Agreement for the benefit of the Debenture Holder(s) on the terms and conditions agreed upon and hereinafter set out.

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

Words and expressions used herein and defined in the Debenture Trust Deed (as defined hereinafter) shall have the meaning respectively assigned to such words and expressions in the Debenture Trust Deed.

1. The Company hereby appoints the Debenture Trustee as the debenture trustee for the Debenture Holder(s) and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holder(s) and for purposes related thereto in accordance with the provisions of the Transaction Documents, including for holding and monitoring the security to be created by the Company in favour of the Debenture Trustee to secure the payment and other obligations of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holder(s) subject to the completion of diligence of all relevant information pertaining to the Security to be created to secure the

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

Debentures, to the satisfaction of the Debenture Trustee. The Debenture Trustee and the Company shall on or around the date hereof also enter into a debenture trust deed in form SH-12 or as near thereto as possible and shall consists of: (a) Part A- containing all the statutory/standard information pertaining to the Debentures; and (b) Part B- containing all the specific details in relation to the Debentures (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. Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Company and shall at all times act solely in accordance with the instructions of the Debenture Holders in accordance with the terms set out under the Debenture Trust Deed and the other Transaction Documents.

2. As the Debentures are to be secured, the Company shall create security, by way of a hypothecation over certain identified receivables in favour of the Debenture Trustee (for the benefit of the Debenture Holder(s)) pursuant to the terms of a deed of hypothecation (hereinafter referred to as the "**Deed of Hypothecation**"), to be executed by and between the Company and the Debenture Trustee, prior to the Deemed date of Allotment. The Company undertakes that the hypothecation over certain identified receivables in favour of the Debenture Trustee (for the benefit of the Debenture Holder(s)) shall be perfected within and no later than 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation. The security created pursuant to the Deed of Hypothecation shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest ("CERSAI"), depository or any other institution, as applicable, within 30 (Thirty) calendar days from the date of creation of charge or within such days as may be prescribed under Applicable Laws.

3. The Company shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration and all reasonable costs, charges and expenses as set out in the Debenture Trustee Consent Letter, for its services as Debenture Trustee (hereinafter referred to as the "**Debenture Trustee Fees**"). This Agreement shall be read together with the Debenture Trustee Consent Letter. Any arrears of installments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest under Micro, Small and Medium Enterprises Development Act, 2006 from the date such non-payment till the date of actual payment.

4. The Company undertakes to comply with the provisions of the Companies Act, 2013 (as may be amended from time to time), the applicable SEBI regulations and other Applicable Law and agrees to furnish to the Debenture Trustee such information as may be required in terms of the Act, the Debenture Trust Deed and other Applicable Law on a regular basis, until the Final Settlement Date. For the purpose of this Agreement, the term "*Final Settlement Date*" shall mean: the date on which the entire outstanding amounts of the Company in relation to the Debentures including the principal amounts in respect of the Debentures, the Coupon accrued thereon, the Default Interest (if any), additional interest, costs, fees, charges, etc. and all obligations of the Company under the Transaction Documents have been irrevocably and unconditionally discharged in full, to the satisfaction of the Debenture Trustee as notified by the Debenture Trustee in writing

5. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed whichever is earlier.

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

6. The Debenture Trustee, "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the Debenture Holder(s) for the Debentures.

7. The Company confirms that all necessary disclosures shall be made in the General Information Document and Key Information Document including but not limited to statutory and other regulatory disclosures.

8. The Company further agrees, undertakes, confirms that:

   (a) all covenants proposed to be included in Debenture Trust Deed (including any side letters, accelerated payment clause (if any), fees charged by the Debenture Trustee, etc.) are disclosed in the General Information Document and the Key Information Document;
   (b) the terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the General Information Document and the Key Information Document

9. 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.

10. **Information Accuracy and Storage**

   (a) 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;

   (b) the Company confirms that the requisite disclosures made under the General Information Document and the Key Information Document are true and correct;

   (c) all disclosures made in the General Information Document and Key Information Document with respect to creation of security are in confirmation with the clauses of this Agreement.

11. **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 Applicable Laws including in connection with verification of the security / contractual comforts and the Minimum Security 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

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

prior to date of execution of this Agreement, all the information and documents as annexed hereto as **Annexure 2**, as applicable.

12. **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 Transaction Documents and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the 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. 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 as per the terms of the offer letter provided by the Debenture Trustee dated November 05, 2026 and annexed hereto under **Annexure 1** of this Agreement.

(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 Debentures, in accordance with the Applicable Laws.

(d) The Debenture Trustee shall have the power to 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.

13. The Company shall *inter-alia* furnish / shall have furnished to the Debenture Trustee the following documents:

(a) Prospectus / Disclosure Documents (including any General Information Document and/or the Key Information Document) and the Private Placement Offer cum Application Letter in relation to the Debentures;

(b) the necessary corporate authorisations by way of board resolution and/or shareholder resolutions necessary for the Issue and the creation of security thereunder;

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

(c) the agreement with the registrar and transfer agent;
(d) letters from the Rating Agency regarding the ratings assigned to the Debentures;
(e) this Agreement;
(f) the proof of credit / dispatch of debenture certificates within 30 calendar days of registration of charge with the Registrar of Companies (in case where the allotment letter has been issued and debenture certificate is to be issued after registration of such charge) ;
(g) Acknowledgement of filing the General Information Document and the Key information Document with the BSE and/or the NSE / Registrar of Companies;
(h) the details of the depository with whom the Debentures are held in dematerialised form;
(i) the copy of last three years' audited annual reports;
(j) the copy of the 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;
(k) the Debenture Trust Deed;
(l) the certificate issued by the jurisdictional registrar of companies in relation to the charge created to secure the Debentures under the terms of the Deed of Hypothecation;
(m) the Deed of Hypothecation;
(n) the confirmation/proofs of payment of interest and principal made to the Debenture Holder(s) on the relevant due dates;
(o) the Memorandum and Articles of Association of the Company;
(p) the statement containing particulars of, dates of, and parties to all material contracts and agreements;
(q) the periodical reports on monthly basis or as may be required by the Debenture Trustee or the Debenture Holders;
(r) the periodical reports / information on quarterly / half-yearly / annual basis as required under the SEBI Master Circular dated September 28, 2026 (bearing reference number: HO/17/11/12(2)2026-DDHS-POD1/I/22420/2026);
(s) listing application entered into with BSE and/or NSE along with the required details / annexures submitted to BSE and/or NSE respectively;
(t) In-principle approval for listing of the Debentures from the BSE and/or the NSE;
(u) a copy of all information required to be provided by the Company under Applicable Law to any Governmental Authority and/or under the Listing Agreement to the BSE and/or the NSE;
(v) a certificate for utilisation of funds / issue proceeds as required under Applicable Laws;
(w) a security cover certificate and other reporting obligations as per the SEBI Master Circular dated September 28, 2026 (bearing reference number: HO/17/11/12(2)2026-DDHS-POD1/I/22420/2026
(x) Statutory auditor's certificate for utilization of funds/issue proceeds;
(y) Statutory auditor certificate, on a quarterly basis on maintenance of security cover, the value of book debt and receivables, including compliance with the covenants of the offer document; if applicable as per the SEBI (Debenture Trustees) Regulations, 1993 (as amended from time to time);
(z) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the Minimum Security Cover on a quarterly basis and to

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

ensure the implementation of the conditions regarding creation of security for the Debentures, if any, debenture redemption reserve and recovery expense fund;

(aa) due diligence certificate from legal counsel, if any;

(bb) the 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;

(cc) the 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;

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

(ee) information to be submitted to BSE and/or the NSE, as and when required;

(ff) beneficiary position reports;

(gg) listing and trading permission from BSE and/or the NSE; and

(hh) such other documents as may be reasonably required by the Debenture Trustee.

14. INDEMNITY

Without prejudice to the other rights of the Parties under this Agreement or under Applicable Laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, and 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 the "**Losses**") arising in connection with or as a result of:

(a) any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained under the Transaction Documents being breached by such Indemnifying Party;

(b) any incorrect or inaccurate or misleading information disclosed by the Indemnifying Party pursuant to the Transaction Documents; and

(c) any non-compliance, with the provisions of the Transaction Documents.

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 Clause 14 (*Indemnity*) shall survive the termination of this Agreement.

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

15. AUTHORIZATION AND CONSENTS

All actions (including corporate actions), conditions and things required to be taken, fulfilled and done (including the obtaining of any consents (if applicable) by the Company in order (a) to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement, (b) to ensure that those obligations are legally binding and enforceable, and (c) to make this Agreement admissible in evidence in the courts of India have been taken, fulfilled and done in strict compliance with all Applicable Laws.

Any payment in respect of the Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a foreign portfolio investor) at the time of enforcement would, if required by Applicable Law, be subject to the prior approval of Reserve Bank of India for such remittance through an authorised dealer. The Company / relevant Debenture Holder shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder.

16. DECLARATIONS

The Company hereby declares / confirms that:

(a) The information and data furnished and/or to be furnished by the Company to the Debenture Trustee is true and correct and was/is not misleading whether by reason of omission to state a material fact or otherwise and the Debenture Trustee may in good faith rely upon such information and data and the Debenture Trustee shall not be liable for any act or omission made while relying on such information furnished to it under this Agreement. Provided nevertheless that nothing contained in this Clause 16(a) shall exempt the Debenture Trustee from or indemnify it against any liability for negligence, breach of trust or willful default as determined by a court of competent jurisdiction nor any liability which by virtue of any rule or law would otherwise attach to it in respect of any negligence, willful default or breach of trust which they may be guilty in relation to their duties thereunder;

(b) The assets on which the charge is proposed to be created to secure the Debentures are free from encumbrances and if assets which are required to be charged to secure the Debentures are already encumbered, the Company has obtained permissions or consent to create *pari passu* charge on the assets of the Company from all the existing charge holders; and

(c) 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 and interest amount in relation to the Debentures due to the Debenture Holder(s). Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment and interest amount payment related information from such bank.

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

17. BENEFIT OF AGREEMENT

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

18. EXPENSES

The Company shall, pay on demand to the Debenture Trustee, all actual costs and expenses (including legal fees on a full indemnity basis) 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.

19. STAMP DUTY

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.

20. CONFIDENTIALITY

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

(b) The restriction set forth in Clause 20(a) (*Confidentiality*) herein shall not apply to any part of the Confidential Information, which:

A. is known at the time of disclosure to the recipient Party, or thereafter, becomes part of the public domain, other than as a result of the acts or omissions of the recipient Party, its directors, officers or employees; or

B. is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by applicable law or by any other regulatory authority; or

C. is required to be disclosed by the Company or the Debenture Trustee to the Debenture Holder(s) or to a rating agency or any other third party

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

pursuant to the terms of the Debenture Trust Deed or other documents executed pursuant thereto.

21. GOVERNING LAW AND JURISDICTION

(a) The Debentures and this Agreement are governed by and shall be construed in accordance with the laws of India.

(b) The Parties agrees that the courts and tribunals in Mumbai and Chennai 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.

(c) Without prejudice to sub-clause (b) above, 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 submitted to a resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by the SEBI pursuant to the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with SEBI Master Circular for Online Resolution of Disputes in the Indian Securities Market dated July 31, 2023 (as updated from time to time) bearing reference no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and guidance issued by the BSE and / or NSE and the relevant depositories from time to time. Provided that this sub-clause shall not apply to any rights of the Debenture Holders which are to be exercised through the Debenture Trustee.

(d) 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 Mumbai and Chennai and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Mumbai or Chennai 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.

(e) The Company hereby consents generally in respect of any Proceedings arising out of or in connection with this 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.

(f) To the extent that the Company may in any jurisdiction claim for itself or its 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

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

(g) This Clause 21 (*Governing Law and Jurisdiction*) shall survive the termination of this Agreement.

22. WAIVER

No failure by any Party to exercise, nor any delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by and available under Applicable Law or the Debenture Trust Deed or the other documents executed pursuant thereto.

No notice to or demand on any Party in any case shall entitle that Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the other Party to any other or further action in any circumstances without notice or demand.

23. COMMUNICATIONS

(a) Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement may be given by e-mail, by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated in the title of this Agreement or the fax numbers set out below or the email address set out below and/or any other address subsequently notified to the other Party with a period of 4 (four) Business Days from any change thereof, for the purposes of this Clause 23 and shall be deemed to be effective (a) if delivered personally, when delivered; (b) if delivered by fax transmission, when sent (on receipt of a confirmation to the correct fax number); (c) if sent by courier or registered post acknowledgement due, 1 (One) Business Day after deposit with a courier/ or post office; and (d) if sent by electronic mail, forthwith in case no delivery failure is received. Any Party may from time to time change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the Party sought to be charged with the contents thereof.

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

(b) To: The Company

VERITAS FINANCE LIMITED (FORMERLY KNOWN AS VERITAS FINANCE PRIVATE LIMITED)

Address:	SKCL Central Square 1, South and North Wing, 7th Floor, Unit # C28 - C35, CIPET Road, Thiru Vi Ka Industrial Estate, Guindy, Chennai, Tamil Nadu – 600032
Attention:	Ms. Aruna V, Company Secretary & Compliance Officer
Phone:	044 – 4615 0011
Fax No.:	-
Email:	corporate@veritasfin.in

(c) To: The Debenture Trustee

CATALYST TRUSTEESHIP LIMITED

Address:	901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra, India
Attention:	Mr. Umesh Salvi, Managing Director
Phone:	022 4922 0555
Fax:	022 4922 0505
Email:	ComplianceCTL-Mumbai@ctltrustee.com

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

(e) All other documents provided under or in connection with this Agreement must be in English; if not in English, and if so required by the Debenture Trustee, 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.

(f) This Clause 23 (*Communications)* shall survive the termination or expiry of this Agreement.

24. MODIFICATIONS TO THESE PRESENTS

Subject to Applicable Laws, any amendments and/or modifications of this Agreement shall be in writing and shall be signed and agreed by the Parties hereto.

25. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Debenture Trustee shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

Catalyst Trusteeship Limited

For Veritas Finance Limited

Authorised Signatory

26. PARTIAL INVALIDITY

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

27. FURTHER ASSURANCES

The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.

28. All rights and obligations of the Debenture Trustee, including the terms of the appointment and removal shall be as set out in the Debenture Trust Deed.

29. PERSONAL DATA PROTECTION

(a) If the Company provides or has provided to the Trustee and/or any Debenture Holder, with the Personal Data (as defined hereinafter) of any individual as required by, pursuant to, or in connection with the Transaction Documents, the Company confirms to the Trustee and/or that Debenture Holder that: (i) it has, to the extent required under Applicable Law, notified the relevant individual(s), in clear, plain and easily understandable language, of the purposes ("**Specified Purposes**") more particularly mentioned in hereto for which data is/will be collected, processed, used or disclosed by the Trustee and/or that Debenture Holder or any of its service providers ("**Processing Entities'**); (ii) it has the lawful right to, or has, by way of such individuals' affirmative action, obtained such individuals' consent for, and hereby consents on behalf of such individual(s) to, the collection, processing, use and disclosure of his/her Personal Data by the Trustee and/or that Debenture Holder in each case, in accordance with or for such Specified Purposes and confirms that such consent is free, specific, informed, unconditional and unambiguous.

For the purposes of this clause, "**Personal Data**" shall have the meaning given to 'personal data' in Section 2(t) of the Digital Personal Data Protection Act, 2023 or such definition as may be amended, revised or replaced under the Digital Personal Data Protection Act, 2023.

(b) The Company acknowledges that the Trustee and/or that Debenture Holder has agreed to the terms of the Transaction Documents basis the understanding that the Trustee and/or that Debenture Holder and the Processing Entities shall be able to process the Personal Data without any interruption or breakage, the nature of the contract. Subject to Applicable Law, withdrawal of this consent by any such individual will not prevent the Trustee and/or that Debenture Holder and/or the Processing Entities from continuing to process the Personal Data for the Specified Purposes or in accordance with Applicable Law.

Catalyst Trusteeship Limited

V.S.

For Veritas Finance Limited

V.A.

Authorised Signatory

(c) The Company acknowledges the fact that this consent has been requested or that the individual is giving this consent, does not by itself limit or prejudice any grounds or bases which the Trustee and/or that Debenture Holder or any of its Processing Entities may have for processing the Personal Data of the individual without consent, and this consent is not in derogation of any such other ground or basis and is in addition to any such ground or basis. For clarity, even if this consent is withdrawn, the Trustee and/or that Debenture Holder and/or the Processing Entities may continue to process the Personal Data for performance of the contract in relation to the Debentures or for taking any steps pursuant to the contract or for protecting the legitimate interests of the Trustee and/or the Debenture Holder pursuant thereto, or when this consent is not the only basis or ground for processing.

(d) The Company hereby acknowledges and confirms on behalf of such individual(s) that all the Specified Purposes are lawful purposes and have been communicated to such individual(s).

(e) The Company hereby understands and agrees on behalf of such individual(s) that the processing of Personal Data is necessary for the Specified Purposes.

(f) The Company hereby acknowledges and confirms on behalf of such individual(s) that the consents given or denied under this contract do not limit any other consents obtained or given, and that records of such consents and withdrawals shall be maintained in accordance with the laws as applicable from time to time and shall be made available to the Trustee and the Debenture Holder as and when required by any of them and/or produced in courts, tribunals, forums, authorities, as may be required by the Trustee and the Debenture Holder.

(g) The Company hereby confirms on behalf of such individual(s) that this consent is being given freely by such individual(s) without any pressure, influence or coercion from any other person, and that the consent is a free, specific, informed, unconditional and unambiguous consent.

(h) The Company hereby acknowledges and confirms on behalf of the individual(s) that such individual(s) had requested the notice of the Trustee and/or that Debenture Holder and the request for consent to be made available to such individual(s) in English and they further acknowledge that they have voluntarily chosen to give their consent in English.

(i) Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all Applicable Laws, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

Catalyst Trusteeship Limited

V.S.

For Veritas Finance Limited

V.A.

Authorised Signatory

SPECIFIED PURPOSES

Specified purposes for the purpose of Clause () of this Agreement shall mean and include:

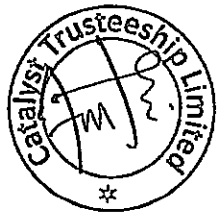
(i) Creation perfection and maintenance of the Security;

(ii) Regulatory and statutory compliances including but not limited to know your customer and anti-money laundering obligations;

(iii) Debenture servicing, monitoring and lifecycle management which includes account maintenance, repayment tracking, statement generation, customer communication (notices, reminders) etc;

(iv) Collection and recovery of the principal, coupon and other amounts in relation to the Debentures;

(v) Performance of duties and obligations as the Debenture Trustee under the Transaction Documents and in relation to the Issue;



V.J.

For Veritas Finance Limited

V.A

Authorised Signatory

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

SIGNED AND DELIVERED by **VERITAS FINANCE LIMITED (FORMERLY KNOWN AS VERITAS FINANCE PRIVATE LIMITED)** pursuant to the resolution passed by the Board of Directors of the Company dated August 14, 2026, in the presence of V. ARUNA, Authorised Signatory of the Company.

For Veritas Finance Limited

V.AP

Authorised Signatory

SIGNED AND DELIVERED by **CATALYST TRUSTEESHIP LIMITED**, the within named Debenture Trustee by the hand of V.S.AMARNATH its Authorised Signatory who has subscribed his signature hereto in token thereof.

For Catalyst Trusteeship Limited

V.S

Authorised Signatory

ANNEXURE 1

DEBENTURE TRUSTEE CONSENT LETTER

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 ₹ 100 00 Crores

Name Priti Shetty



For Veritas Finance Limited

Authorised Signatory

Annexure A

Fee Structure for transaction [illegible]

PARTICULARS	AMOUNT
[illegible]	[illegible]

Name: [illegible]

Designation: [illegible]

Catalyst Trusteeship Limited

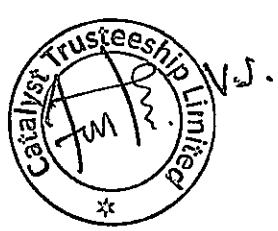
For Veritas Finance Limited

Authorised Signatory

ANNEXURE 2

Details of/ information in relation to the assets on which charge is proposed to be created by the Company (as applicable) including:

(i) Details of movable properties;
(ii) Details of immovable property;
(iii) Details of investments;
(iv) Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available);
(v) Latest title search reports issued by a legal counsel/ advocates;
(vi) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and
(vii) Copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, etc.



For Veritas Finance Limited

Authorised Signatory