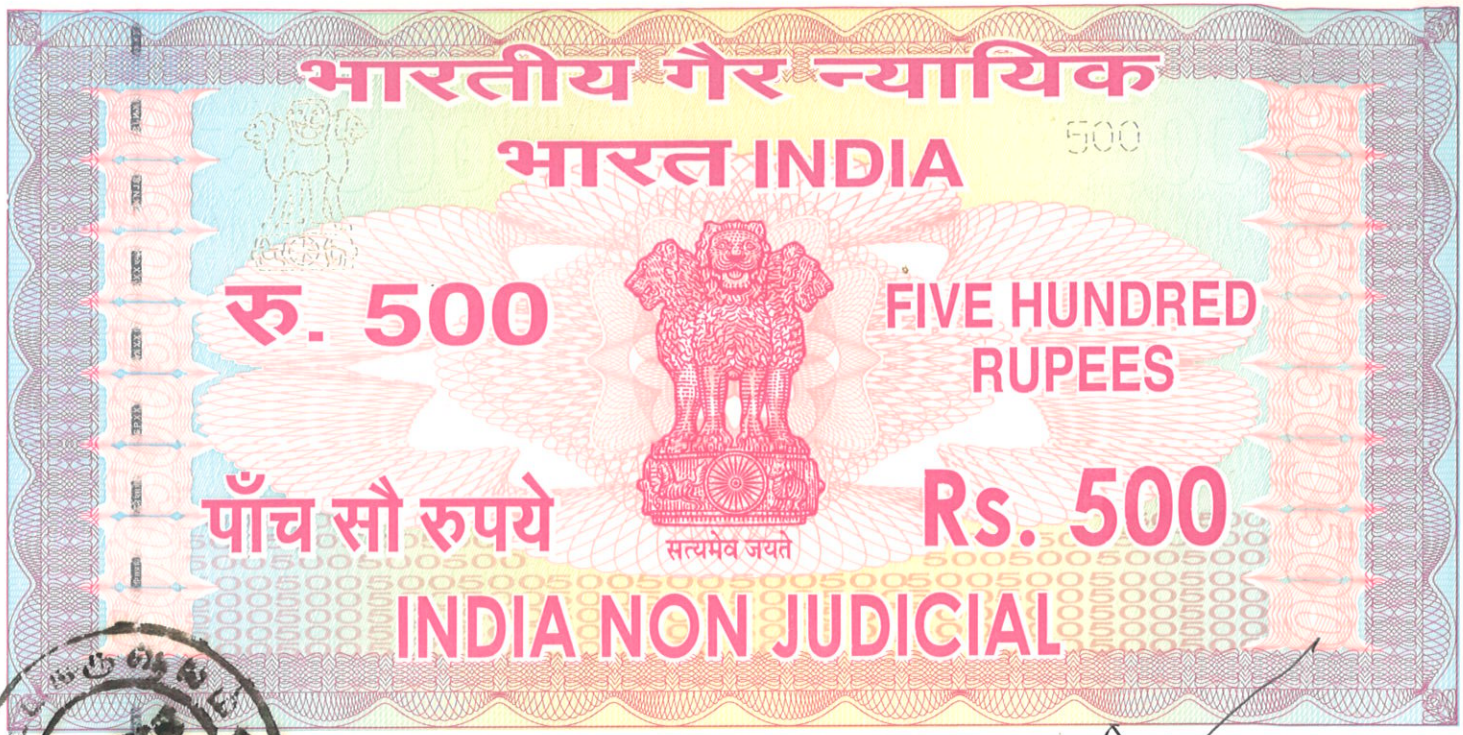


தமிழ்நாடு மிலநாடு TAMILNADU

03 SEP 2026

AX 462078

N. JYOTHISELVAM
STAMP VENDOR
L. No. 09CH(S) 2008.
Parameshwaran Nagar,
Sholinganallur, Chennai - 119

"This stamp paper forms an integral part of the Debenture Trustee Appointment Agreement dated September 21, 2026, executed between Dvara Kshetriya Gramin Financial Services Private Limited as the Issuer and Beacon Trusteeship Limited as the Debenture Trustee."

For Dvara Kshetriya Gramin Financial Services Pvt. Ltd.

Authorised Signatory

भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

தமிழ்நாடு TAMILNADU

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For Dvara Kshetriya Gramin Financial Services Pvt. Ltd.

Authorised Signatory

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

Dated 21st day of September 2026

BETWEEN

DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED
(as the **"Issuer"** or **"Company"**)

AND

BEACON TRUSTEESHIP LIMITED
(as the **"Debenture Trustee"**)

JC | JURIS CORP 25 EXCELLENCE INNOVATION
Advocates & Solicitors

Legal Counsel

Mumbai | New Delhi

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This **Debenture Trustee Appointment Agreement**, (**"this Agreement"**) is made at Chennai, India on this 21st day of September 2026 by and between:

DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 and registered with the Reserve Bank of India as a non-banking finance company and having corporate identification number as U65991TN1993PTC024547 and having its registered office at 10th Floor, Phase-1, A1, IIT-Madras Research Park, Kanagam Village, Taramani, Chennai, Tamil Nadu, 600113, India (hereinafter referred to as the **"Issuer"** or **"Company"**, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

BEACON TRUSTEESHIP LIMITED, a company incorporated and validly existing under the provisions of the Companies Act, 2013 with corporate identification number - L74999MH2015PLC271288, having its registered office at 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, 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 Issuer and the Debenture Trustee shall be individually referred to as a **"Party"** and collectively as the **"Parties"**.)

WHEREAS:

(A) With a view to raising debt for the on-lending purposes to the end customers of the Company, the Issuer pursuant to authorization granted by resolution passed by the Debenture Committee of Board of the Issuer dated 21st September 2026 read along with the resolution passed by the Board of the Issuer dated 19th December 2025, and the authorization granted by resolution passed by the shareholders of the Issuer dated 18th September 2026, proposes to issue and allot up to 2,500 (two thousand and five hundred) fully paid, senior, secured, rated, listed, taxable, redeemable, non-convertible debentures of the nominal value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	Beacon Trusteeship Limited as the ("Debenture Trustee")

Dvara Kshetriya Gramin Financial Services Pvt. Ltd. CHENNAI 600 113

INR 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only) (hereinafter referred to as the **"Debentures"**), on a private placement basis (hereinafter referred to as the **"Issue"**) in terms of the debenture trust deed to be executed between the Issuer and the Debenture Trustee (**"Debenture Trust Deed"**), the General Information Document, the Key Information Document and other transaction documents (**"Transaction Documents"**).

(B) Pursuant to the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (**"Debenture Trustees Regulations"**) Act, the Issuer is required to appoint a debenture trustee for the benefit of the Debenture Holders and accordingly the Issuer has approached Beacon Trusteeship Limited to act as the debenture trustee for the Debenture Holders and the Debenture Trustee has, vide its engagement letter dated September 18, 2026 having reference no. BTL/DEB-R/EL/26-27/330 consented to act as the debenture trustee, for the benefit of the Debenture Holders to secure the payment and other obligations of the Issuer in respect of the Issue as set out in the **Annexure** hereto, on the terms and conditions agreed upon and hereinafter set out.

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

1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.1 Definitions

In these presents, except as otherwise provided or unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings. Any other capitalised term used in this Agreement but not defined hereunder shall have the meaning assigned to them under the Debenture Trust Deed.

"Applicable Law" shall mean any statute, national, state, provincial, local, municipal or other law, regulation, ordinance, rule, judgment, order, decree, byelaws, approval of Governmental Authority, directives, guidelines, policy requirement, circulars or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in India of any of the foregoing by Governmental Authority in India.

"Business Day" shall mean any day (other than a non-working Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks are open for general business in Mumbai, India and Chennai, India.

"Business Days" shall be construed accordingly.

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

Dvara Kshetriya Gramin Financial Services Pvt. Ltd. CHENNAI 600 113

"Deemed Date of Allotment" shall mean the date on which the Debentures shall have been deemed to have been allotted to the Debenture Holders.

"Debenture Holders" shall mean holders of the Debentures.

"Transaction Documents" shall have the meaning assigned to it in the Debenture Trust Deed.

1.2 **Principles of construction**

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

2. APPOINTMENT OF DEBENTURE TRUSTEE

2.1 The Issuer hereby appoints Beacon Trusteeship Limited as the Debenture Trustee for and on behalf of and for the benefit of the Debenture Holders for the Debentures to be issued by the Issuer and the Debenture Trustee hereby agrees to act as Debenture Trustee for and on behalf of and for the benefit of the Debenture Holders of the said Debentures.

2.2 The Issuer shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for its services as agreed between the Issuer and the Debenture Trustee and set out in the engagement letter having reference no. BTL/DEB-R/EL/26-27/330 dated 18thSeptember 2026 for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers or employees may incur in connection with carrying out their duties under the Transaction Documents.

2.3 Arrears of instalments of annual service charges, if any, and / or delay in reimbursement of costs, charges and expenses that remain outstanding for more than 15 (fifteen) Business Days after a written notice of non-payment is issued by the Debenture Trustee to the Issuer, shall carry simple interest at the rate specified in the engagement letter, or at 10% (ten percent) per annum, whichever is lower, from the date of expiry of such notice period till the date of actual payment. For the avoidance of doubt, no interest shall accrue during the aforesaid notice period, and interest payable under this Clause shall not be compounded.

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3. **COVENANTS**

3.1 The Issuer shall comply with all the required provisions of Applicable Law and regulations in relation to execution and consummation of transactions contemplated under the Transaction Documents.

3.2 The Issuer shall execute the Debenture Trust 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.

3.3 As the Debentures are to be secured, the Issuer shall create security over such of its receivables in favour of the Debenture Trustee on such terms and conditions as disclosed in the Key Information Document and other Transaction Documents, as a condition precedent to the issue and funding of Debentures. The security so created pursuant to the security documents shall be registered (if required) with the relevant regulatory authorities including but not limited to the relevant jurisdictional with the registrar of companies (**"ROC"**), central registry of securitization asset reconstruction and security interest (**"CERSAI"**), depository, information utility or any other institution, as applicable, within 30 (thirty) days from the date of creation of such charge or such other timeline as set out in the relevant Transaction Documents.

3.4 The Issuer shall comply with the provisions of the Debenture Trustees Regulations, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021 (**"SEBI NCS Regulations"**), master circular dated 15th October 2025 issued by SEBI titled *Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*, bearing reference number - SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 (**"SEBI NCS Master Circular"**), the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time read along with the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, master circular dated 13th August 2025 issued by SEBI titled *Master Circular for Debenture Trustees*, bearing reference number - SEBI/HO/DDHS-PoD-1/P/CIR/2025/117, as may be amended from time to time, and other applicable provisions under applicable laws, regulations and guidelines (**"Relevant Laws"**) in connection with the issuance, allotment, listing and continued compliance of the Debentures until the redemption in full of all the Debentures. Further the Issuer undertakes to comply with all regulations/ provisions of the Act and guidelines of other regulatory authorities in respect of allotment of the Debentures till redemption.

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3.5 The Issuer confirms it is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Issuer is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Issuer.

3.6 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 investors for the Debentures.

3.7 The Debenture Trust Deed shall be finalized by the parties and shall, *inter alia*, contain the clauses prescribed under Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014. The draft of the Debenture Trust Deed shall be finalized by the relevant parties thereto. The Issuer and the Debenture Trustee shall execute the Debenture Trust Deed within such timelines as may be specified by the Board and in any case prior to listing of the Debentures. Where the Issuer fails to execute the Debenture Trust Deed within the period specified for reasons solely and directly attributable to the Issuer (and not on account of any act, omission or delay on the part of the Debenture Trustee, any Governmental Authority, or any Force Majeure event), and such failure continues for 15 (fifteen) Business Days after written notice thereof by the Debenture Trustee, then, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013 and SEBI NCS Regulations, the Issuer shall also pay interest of 2% (two percent) per annum, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed.

3.8 The Issuer shall within 30 (thirty) Business Days of the Deemed Date of Allotment of the Debentures, furnish the following details to the Debenture Trustee:

(a) Date of actual allotment of the Debentures;

(b) Amounts raised under the Issue; and

(c) List of Debenture Holders.

3.9 The Issuer hereby declares and confirms that the Issuer or the person in control of the Issuer have not been restrained or prohibited or debarred by the Securities and Exchange Board of India from accessing the securities market or dealing in securities. The Issuer hereby further declares and confirms that, as on the date of this Agreement, and the date of filing the Key Information Document, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Regulations.

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3.10 Documents required to be submitted by the Issuer to the Debenture Trustee, prior to or simultaneously with execution of this Agreement:

The terms of this Agreement shall be effective only upon the submission by the Issuer 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 Law, including in connection with verification of the Security and the required Security Cover for the Debentures, which is undertaken by the Issuer to be submitted 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 date of execution of this Agreement, all the information and documents as set out in **Schedule 1** *(Information/Documents to be provided by the Issuer, prior to entering into this Agreement)* hereto.

3.11 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 Key Information Document and the Relevant Laws, has been obtained. For 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;

(b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the ROC, 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) 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 (if applicable), 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;

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(d) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations, and disclosures as may be reasonably required by the Debenture Trustee, acting reasonably and in good faith, to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws; and

(e) The Debenture Trustee shall have the power to either independently appoint or direct the Issuer to appoint (after prior written consultation with the Issuer), 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 Relevant Laws, provided that the Debenture Trustee shall act reasonably and in good faith in making such appointments. All reasonable and properly documented costs, charges, fees and expenses actually incurred in relation to such diligence, as well as preparation of the reports / certificates / documentation, including reasonable out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

3.12 Information accuracy and storage:

(a) The Issuer declares that the information and data furnished / to be furnished by the Issuer to the Debenture Trustee (including under the 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 / to be made in the Key Information Document with respect to creation of Security are in conformation with the clauses of this Agreement;

(c) Information on consents / permissions required for creation of further charge on assets is adequately disclosed in the General Information Document, and the Key Information Document.

(d) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause etc.) are disclosed in the General Information Document, and the Key Information Document.

(e) The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorized agency appointed in accordance with the Relevant Laws, may use and process the information and data disclosed to the Debenture Trustee solely for the purpose of the due diligence to be undertaken in relation to the

issuance of the Debentures, and shall keep such information and data confidential, save and except for disclosures permitted under this Agreement or required under Applicable Law; and

(f) The Issuer hereby agrees that the Debenture Trustee, with respect to this Agreement and other Transaction Documents, shall have the right to disclose to the Debenture Holders, strictly on a need-to-know basis and in accordance with the Applicable Law, information including the credit history and the conduct of the account(s) of the Issuer as well as details in relation to the assets of the Issuer and all third party security providers, guarantors and other undertaking providers, provided that the Debenture Trustee shall take reasonable steps to preserve the confidentiality of such information save to the extent disclosure is required under Applicable Law or this Agreement. Any disclosure made strictly in accordance with this Clause shall not be considered to be a breach of confidentiality on the part of the Debenture Trustee.

3.13 The Issuer shall, *inter alia*, furnish to the Debenture Trustee the documents listed in **Schedule 2** and such other documents as may be requested by the Debenture Trustee from time to time and when they are available.

3.14 The Issuer hereby agrees and undertakes to comply with all regulations and/or provisions of the Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of the Debentures till the Final Settlement Date.

3.15 The Issuer hereby agrees and undertakes to comply with the stamp duty regulations.

3.16 The Issuer shall, till all the monies in respect of the Debentures have been fully paid-off to the Debenture Holders and the Debentures have been redeemed in terms of the Debenture Trust Deed and the other Transaction Documents, ensure compliance with the Companies Act, 2013 and other applicable provisions.

3.17 The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee are set out in the Debenture Trust Deed and the other Transaction Documents.

3.18 The Debenture Trustee confirms that it: (a) is not an associate of the Issuer (b) does not beneficially hold shares in the Issuer; (c) is not a promoter, director or key managerial personnel or any other officer or an employee of the Issuer or of any holding company or a subsidiary or affiliate of the Issuer, under the Act; (d) is not beneficially entitled to monies

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

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which are to be paid by the Issuer otherwise than as remuneration payable to the Debenture Trustee; (e) has not furnished any guarantee in respect of the Debentures or any interest thereon; (f) is not indebted to the Issuer, or its subsidiary or its holding or associate company or a subsidiary of such holding company, save and except for Debenture Trustee's obligations hereunder; (g) is not a relative of any promoter or any person who is in the employment of the Issuer as a director or 'key managerial personnel', under the Act; (h) has no pecuniary relationship with the Issuer amounting to 2% (two percent) or more of its gross turnover or total income or INR 50,00,000/- (Indian Rupees Fifty Lakh Only) or such higher amount as may be prescribed, whichever is lower, during the two immediately preceding financial years or during the current financial year; and (i) is not likely to have conflict of interest in any other manner.

3.19 Authorization and Consents

The Issuer represents that 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 Issuer) in order to: (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement; (b) ensure that those obligations are legally binding and enforceable; and (c) make this Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with all Applicable Laws.

4. **NOTICES**

Any notices, approvals, instructions and other communications for the purposes of this Agreement shall be made in writing and, unless otherwise stated, may be given by email or by fax or by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address mentioned below and/or any other address subsequently notified to the other Party.

Issuer:

DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED

Attention	:	Mr. Aravinthan B
Address	:	10th Floor, Phase-1, A1, IIT-Madras Research Park, Kanagam Village, Taramani, Chennai, Tamil Nadu, 600113
Email	:	secretarial@dvarakgfs.com

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

Dvara Kshetriya Gramin Financial Services Pvt. Ltd. CHENNAI 600 113

Fax : N.A.

Telephone : 044 – 66687323

Debenture Trustee:

BEACON TRUSTEESHIP LIMITED

Attention : Mr. Ritobrata Mitra

Address : 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, 400051

Email : compliance@beacontrustee.co.in

Fax : N.A.

Telephone : 022-46060278

Any notice served shall be deemed to have been duly given: (i) in case of delivery by hand, when hand delivered to the other Party and in no case exceeding 24 (twenty four) hours from dispatch; (ii) when sent by facsimile, upon transmission and receipt of confirmation; (iii) when sent by registered post, where 3 (three) Business Days have elapsed after posting; or (iv) when delivered by courier on the 1st (first) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider; or (v) sent by email, on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone or regular mail to the Person to whom such communication by facsimile was addressed, each communication made by it by facsimile pursuant hereto but the absence of such confirmation by telephone or regular mail shall not affect the validity of any such facsimile communication. A copy of any communication sent to the Debenture Trustee must be sent to the Debenture Holders as well. In the event of change in email address/postal address it will be the obligation of such Party to inform the other Party of the same. In the event the Party fails to do so then the email/ post would be deemed to have been validly served.

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

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5. **LIMITATION OF LIABILITY AND INDEMNITY IN FAVOUR OF THE ISSUER**

5.1 The Debenture Trustee shall not be liable to the Issuer for any loss, damage, cost or expense arising out of or in connection with this Agreement or the performance of its duties hereunder, save and except to the extent such loss, damage, cost or expense is finally adjudicated by a court of competent jurisdiction to have arisen directly from the gross negligence, wilful default or fraud of the Debenture Trustee or its officers or employees.

5.2 The Debenture Trustee shall indemnify and keep indemnified the Issuer from and against any losses, claims, damages, costs and expenses suffered or incurred by the Issuer as a direct result of the gross negligence, wilful default or fraud of the Debenture Trustee, its officers or employees, in the performance of its obligations under this Agreement.

6. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Indian laws.

7. **JURISDICTION**

7.1 The Issuer irrevocably agrees that the competent courts and tribunals of New Delhi, India shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising from or in connection with this Agreement and any dispute regarding the existence, validity or termination of this Agreement) (**"Dispute"**) and the Issuer hereby submits to the same.

7.2 The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at New Delhi, India 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 New Delhi, India shall be conclusive and binding upon them 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.

7.3 Nothing contained in this Clause of this Agreement, shall limit any right of the Debenture 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 Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

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unconditionally, the jurisdiction of such court or tribunal, and the Issuer 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.

7.4 The Issuer hereby consents generally in respect of any proceedings arising out of or in connection with any Transaction Documents 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.

7.5 Smart online dispute resolution

(a) Further to the applicable provisions of the Debenture Trustees Regulations, SEBI's master circular on online dispute resolution dated July 31, 2023 as amended from time to time and such other Applicable Laws (collectively referred to as the **"SEBI ODR Regulations"**), any dispute between the Issuer and the Debenture Trustee, solely pertaining to the activities in relation to the Debentures that are within the mandatory scope of the SEBI ODR Regulations, to the extent applicable, will be resolved in accordance with the provisions thereunder through online conciliation and/or online arbitration under the online portal.

(b) The provisions of this Clause 7.5 must be read harmoniously with the other provisions of this Agreement and the other Transaction Documents and in case of any inconsistencies between the provisions of this Clause 7.5 and the other provisions of this Agreement and the other Transaction Documents, Clause 6 (Governing Law) and Clause 7.1 to Clause 7.4 (*Jurisdiction*) shall prevail to the extent of the inconsistency pursuant to this Clause, unless the issue mandatorily falls within the scope of the SEBI ODR Regulations.

8. MISCELLANEOUS

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

8.2 The Issuer shall pay, and in any event before any interest or penalty becomes payable, any stamp duty, 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.

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

Dvara Kshetriya Gramin Financial Services Pvt. Ltd. CHENNAI 600 113

8.3 Counterparts

(a) This Agreement may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.

(b) If the Parties elect to execute this Agreement in counterparts:

(i) the executed signature pages of each Party may be collated into a single copy of this Agreement;

(ii) the Issuer will transmit the signed signature page(s) to the Debenture Trustee, and the Debenture Trustee is hereby authorized by the Issuer to collate and attach them into a single copy of this Agreement; and

(iii) the execution in accordance with this sub-Clause (b) will have the same effect as if this Agreement had been executed by the Parties in a single copy of this Agreement.

---xxx---xxx---xx - xx---xxx---xxx---

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

Dvara Kshetriya Gramin Financial Services Pvt. Ltd. CHENNAI 600 113

SCHEDULE 1

INFORMATION/ DOCUMENTS TO BE PROVIDED BY THE ISSUER, PRIOR TO ENTERING INTO THIS AGREEMENT

1) Details of information in relation to the assets on which charge is proposed to be created including:
   (a) Details of Hypothecated Assets on which charge is proposed to be created;
   (b) Copies of the relevant agreements / memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures (if applicable); and

2) The following information / consents along-with their validity as on date of their submission:
   (a) Details of encumbrance over the Hypothecated Assets (if any) along with details of charge holders, their contact details including email addresses;
   (b) value / amount of the assets;
   (c) copy of evidence of registration with ROC, CERSAI, Information Utility (**"IU"**) registered with Insolvency and Bankruptcy Board of India (**"IBBI"**) etc. (if applicable);
   (d) relevant transaction documents wherein existing charge holders have given conditional consent / permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent / permission, if any (if applicable);
   (e) Details of existing unsecured lenders, having negative lien, their contact details including email addresses (if applicable); and
   (f) Consent / no-objection certificates from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders (if applicable).

3) Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security or as required under Applicable Law.

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SCHEDULE 2

LIST OF DOCUMENTS TO BE PROVIDED TO THE DEBENTURE TRUSTEE

1) A certified true copy of the latest Charter Documents of the Issuer, certified as correct, complete and in full force and effect by the appropriate officer.

2) A certified true copy of the resolution of the Board of the Issuer forming the Debenture Committee and delegating the powers to the Debenture Committee to approve the terms and conditions, inter alia in relation to the Debentures.

3) A certified true copy of the resolution of the Debenture Committee of the Issuer *inter alia* with respect to:
   (a) approving the borrowings by way of issue of Debentures as contemplated by Transaction Documents;
   (b) approving the creation of security interest in accordance with the provisions of the Transaction Documents;
   (c) appointment of Beacon Trusteeship Limited as Debenture Trustee;
   (d) approving the terms and execution of, and the transactions contemplated by the Transaction Documents;
   (e) authorising a director or directors or other authorised executives to execute the Transaction Documents;
   (f) to appoint the other intermediaries in relation to the issue of Debentures; and
   (g) authorising a Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Transaction Documents.

4) A certified copy of a special resolution of the shareholders of the Company approving the private placement of the Debentures under Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, prescribed under Section 42 of the Companies Act.

5) A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or shareholders' resolution (as applicable) passed for the issue of Debentures.

6) The Issuer shall have executed the following in the manner and form as required by the Debenture Trustee:
   (a) this Agreement;

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(b) Debenture Trust Deed;

(c) Deed of Hypothecation;

(d) Power of Attorney pursuant to the Deed of Hypothecation (if applicable); and

(e) Any other document as required by the Debenture Trustee or the Debenture Holders.

7) A copy of Debenture Trustee Engagement Letter from the Debenture Trustee.

8) The Issuer shall have uploaded the General Information Document for the issue of the Debentures.

9) The Issuer shall have uploaded the relevant Key Information Document for the issue of the Debentures on the electronic book provider platform.

10) A copy of the letter from the RTA providing its consent to act as the RTA for the issue of Debentures.

11) A copy of the press release issued by the Rating Agency along with the credit rating letter providing a credit rating to the Debentures along with the rating rationale/credit opinion.

12) A copy of the tri-partite agreement executed by the Issuer with the Registrar and the Depository.

13) A copy of evidence that all "know your customer" has been provided to the satisfaction of the Debenture Trustee/Debenture Holders.

14) The latest Financial Statements for the most recent 3 (Three) Financial Years.

15) A copy of Form PAS-3 (as per the Act) being the return of allotment of Debentures with the Registrar of Companies.

16) A copy of Form PAS-5 (as per the Act) being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the Debentures.

17) An end-use certificate from a statutory auditor on an annual basis, certifying the heads under which funds have been utilized in accordance with Transaction Documents.

18) Copy of filed Form CHG-9 as per the Act, or such other form as may be prescribed with the relevant Registrar of Companies to be filed by the Issuer in relation to the Security

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created over the Hypothecated Assets and such other forms as required for the perfection of the Security.

19) Confirmation / proofs of payment of Coupon and principal amount made to the Debenture Holders on the applicable due dates.

20) Copy of the in-principle approval from the Stock Exchange for listing of the Debentures.

21) Listing application along with the required details / annexures submitted to the Stock Exchange.

22) Listing and trading permission from the Stock Exchange.

23) Periodical reports as required under the terms of the Debenture Trust Deed (as applicable) including information on quarterly / half yearly / annual basis as required to be submitted to stock exchanges under the SEBI NCS Regulations, SEBI NCS Master Circular, debt listing agreement, SEBI Master Circular for Debenture Trustees or the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time).

24) Statutory auditor certificate, on quarterly basis, giving the value of book debt and receivables, including compliance with the covenants of the Key Information Document.

25) 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.

26) Bank account details of the Company along with copy of pre-authorization letter issued by Company to it's banker in relation to the payment of redemption amount.

27) Such other information/documents as may be required by the Debenture Trustee.

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Annexure

Debenture Trustee Engagement Letter

(As attached separately)

Dvara Kshetriya Gramin Financial Services Private Limited as the ("Issuer")	**Beacon Trusteeship Limited as the ("Debenture Trustee")**

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IN WITNESS WHEREOF and in pursuance of the aforesaid the Parties have hereunto caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED BY THE ISSUER)

DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES)

PRIVATE LIMITED)

pursuant to the resolution passed by its Debenture Committee)

at its meeting held on 21st September 2026 and in the presence)

of Vinod Kumar M (Authorised Signatory) who has)

signed in token thereof set his hand hereto been affixed hereto)

For Dvara Kshetriya Gramin Financial Services Pvt. Ltd.

Authorised Signatory

Bhuvaneshwaran K.

SIGNED AND DELIVERED BY)

BEACON TRUSTEESHIP LIMITED)

in its capacity as Debenture Trustee by the hand)

of its authorised official)

_____)