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Government of National Capital Territory of Delhi

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 Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
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 Purchased by : VANDANA GUPTA
 Description of Document : Article 5 General Agreement
 Property Description : ARTICLE 5 GENERAL AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : UNO MINDA LIMITED
 Second Party : AXIS TRUSTEE SERVICES LIMITED
 Stamp Duty Paid By : UNO MINDA LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

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*This Stamp Paper forms an integral part of the
 Debenture Trustee Agreement between Uno Minda Ltd.
 (As the Issuer) and Axis Trustee Services Ltd. (As the
 Debenture Trustee) dated June 16, 2025.*



L. Rivastave



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 AGREEMENT

BETWEEN

UNO MINDA LIMITED
(as the Issuer)

AND

AXIS TRUSTEE SERVICES LIMITED
(as the Debenture Trustee)

DATED

JUNE 16, 2025



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DEBENTURE TRUSTEE AGREEMENT

This **Debenture Trustee Agreement** ("Agreement") made at New Delhi, on Monday, 16th June Two Thousand and Twenty Five between:

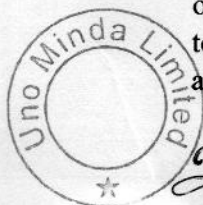
- (1) **UNO MINDA LIMITED**, a company within the meaning of the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 and having CIN L74899DL1992PLC050333 and having its registered office at B-64/1, Wazirpur Industrial Area, Delhi 110 052, India and corporate office at Village Nawada Fatehpur, P.O. Sikanderpur Badda, Manesar, Distt. Gurugram, Haryana 122 004, India (hereinafter called the "**Issuer**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.

AND

- (2) **AXIS TRUSTEE SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 having CIN U74999MH2008PLC182264 and having its registered office at Axis House, P B Marg, Worli, Prabhadevi, Mumbai, Mumbai, Maharashtra, India, 400025 and its corporate office at The Ruby, 2nd Floor, SW 29, Senapati Bapat Marg, Dadar West, Mumbai, Maharashtra, India, 400028 and its branch office at 2nd Floor, Pusa Road, Plot No. 25, Karol Bagh, New Delhi - 110005 (hereinafter called the "**Debenture Trustee**" which expression shall include its successors and assigns and the trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**. The Issuer and the Debenture Trustee are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

PREAMBLE:

- A. With a view to raising debt and to utilize the proceeds for capital expenditure, maintenance of capital expenditure and reimbursement of capital expenditure incurred in the last 12 (twelve) months, refinancing of long-term indebtedness of the Issuer, and other additional purpose, as may be defined under transaction document, the Issuer proposes to issue 50,000 rated, listed, unsecured, redeemable non-convertible debentures each having a face value of Rs. 1,00,000 (Rupees One Lakh only) of the aggregate nominal value of Rs. 500,00,00,000 (Rupees Five Hundred Crores only) (hereinafter referred to as the "**Debentures**") on private placement basis in accordance with the provisions of the Companies Act, 2013 and the regulations applicable to issue of debentures notified by the Securities and Exchange Board of India ("**SEBI**"), from time to time.
- B. The Issuer has vide the resolution of the board of directors under Section 179 of the Companies Act, 2013, passed at its meeting held on 6 February 2025 and resolution of the shareholders under Section 180(1)(c) of the Companies Act, 2013 passed at its meeting held on 25 June 2023, authorised the issuance of the Debentures. Accordingly, the Issuer pursuant to aforesaid resolutions proposes to allot the Debentures on private placement basis in terms of the General Information Document and the relevant Key Information Document.
- C. Pursuant to the Companies Act, 2013, including any statutory modification or re-enactment or replacement thereof, for the time being in force ("**Companies Act**"), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time ("**Debt Listing Regulations**") and the SEBI (Debenture Trustees) Regulations 1993, as amended, varied or modified from time to time ("**SEBI Debenture Trustee Regulations**"), the



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Issuer is required to appoint a debenture trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the Securities and Exchange Board of India as a debenture trustee under the SEBI Debenture Trustee Regulations. Accordingly, the Issuer has approached Axis Trustee Services Limited to act as the Debenture Trustee for the Debenture Holders and Axis Trustee Services Limited has consented to act as debenture trustee for the benefit of the Debenture Holders of the proposed issue of the Debentures vide their consent letter dated June 10, 2025, subject to the disclosure of the information sought by the Debenture Trustee from the Issuer and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

- D. Accordingly, the Issuer and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

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

1. DEFINITIONS & INTERPRETATION

The following capitalized terms shall have the meaning as provided hereunder and capitalized terms not defined herein shall have meaning ascribed to them under the Debenture Trust Deed for the relevant Key Information Document:

“Companies Act” shall have the meaning ascribed to such term in Recital C hereto.

“Debentures” shall have the meaning ascribed to such term in Recital A hereto.

“Debenture Holders” shall mean the persons who are, for the time being and from time to time, the owners of the Debentures in electronic (dematerialized) form, and whose names appear in the register of debenture holders(s) or the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository and their successors and assigns from time to time.

“Debenture Trust Deed” shall have the meaning ascribed to such term in Clause 2 of this Agreement.

“Debt Listing Regulations” shall have the meaning ascribed to such term in Recital C hereto.

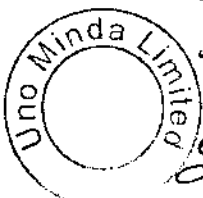
“General Information Document” shall mean the general information document filed by the Issuer with the Stock Exchange for private placement of Debentures in accordance with Relevant Laws.

“Key Information Document” shall mean the key information document filed by the Issuer with the Stock Exchange for private placement of Debentures, which may include issuance of Debentures in one or more tranches, in accordance with Relevant Laws.

“Indemnified Party” shall have the meaning ascribed to such term in Clause 13 of this Agreement.

“Indemnifying Party” shall have the meaning ascribed to such term in Clause 13 of this Agreement.

“Losses” shall have the meaning ascribed to such term in Clause 13 of this Agreement.



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"Relevant Laws" shall have the meaning ascribed to such term in Clause 4 of this Agreement.

"SEBI" shall have the meaning ascribed to such term in Recital A hereto.

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

"Stock Exchange" shall mean the National Stock Exchange of India Limited and / or BSE Limited, as the case may be, where the Debentures are proposed to be listed.

"Transaction Documents" shall mean the documents executed in relation to the issue of the Debentures including but not limited to the General Information Document, the Key Information Document, the letters issued by the credit rating agency, this Debenture Trustee Agreement, the Debenture Trust Deed, necessary powers of attorney (if any) and such other documents as designated as such by the Debenture Trustee.

2. APPOINTMENT

The Issuer hereby appoints Axis Trustee Services Limited as the Debenture Trustee for the Debenture Holders of all the series of the Debentures aggregating to Rs. 500,00,00,000 (Rupees Five Hundred Crores only) to be issued in one or more tranches by the Issuer from time to time and the Debenture Trustee hereby agrees to act as Debenture Trustee for the Debenture Holders, subject to the completion of due diligence of all relevant information pertaining to the Issuer, in respect of each tranche of the Debentures, to the satisfaction of the Debenture Trustee (to the extent applicable). The Debenture Trustee and the Issuer shall also enter into a debenture trust deed (hereinafter referred to as the **"Debenture Trust Deed"**) and such other documents from time to time in relation to each tranche of the Debentures, as may be required. The Debenture Trustee agrees to act as debenture trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Transaction Documents and as more particularly provided in the Debenture Trust Deed. Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Issuer and shall only act with the instruction of the Debenture Holders in accordance with Debenture Trust Deed.

3. NOTICE OF POWERS

Pursuant to the appointment of the Debenture Trustee, the Parties agree that Debenture Trustee is authorised to take whatever action as shall be required to be taken by the Debenture Trustee in accordance with the Transaction Documents, and subject to the terms and provisions of the Debenture Trust Deed and any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, deeds, agreements, instruments and certificates referred to in such documents, agreements, instruments and certificates.

The Parties agree and undertake that the provisions pertaining to events of default, general covenants of the Parties, appointment of Debenture Trustee and its powers, retirement of Debenture Trustee and appointment of new trustee, appointment of Debenture Trustee as attorney, rights of the Debenture Trustee and obligations of the Issuer shall be more particularly mentioned in the Debenture Trust Deed.



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4. DOCUMENTS

The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the issue of Debentures.

5. COMPLIANCE WITH LAWS

The Issuer undertakes to and shall comply with the provisions of SEBI Debenture Trustee Regulations, Debt Listing Regulations, uniform listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the Companies Act and other applicable provisions under Relevant Laws, regulations and guidelines (including guidelines of other regulatory authorities in respect of allotment of debentures) ("Relevant Laws") in connection with the issuance, allotment, listing and ensuring continued compliance with the terms, conditions and law relating to the Debentures until the redemption in full of the Debentures.

6. ISSUER NOT RESTRAINED

6.1. The Issuer hereby declares and confirms to the Debenture Trustee on the date of this Agreement and the date of filing the General Information Document and the Key Information Document, that the Issuer is an "Eligible Issuer" in accordance with the Debt Listing Regulations and that:

- (a) Neither the Issuer nor any of its promoters, promoter group or directors are debarred from accessing the securities market or dealing in securities by SEBI;
- (b) None of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market dealing in securities by SEBI;
- (c) None of its promoters or directors is a fugitive economic offender; and
- (d) No fines or penalties levied by SEBI/Stock Exchanges is pending to be paid by the Issuer at the time of filing the General Information Document and Key Information Document.

7. ISSUER AUTHORIZATIONS AND CONFIRMATIONS

The Issuer hereby declares and confirms to the Debenture Trustee:

- (a) The Issuer 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.
- (b) All necessary disclosures shall be made in the General Information Document and the Key Information Document, and the private placement offer letter including but not limited to statutory and other regulatory disclosures in accordance with Relevant Laws.



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- (c) The Issuer 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 Issuer proposes to make the payment of redemption amount and interest due to the Debenture Holder. Further, the Issuer hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount and interest payment related information from such bank as per the format prescribed under Annexure-B.
- (d) The Issuer further confirms that: (i) all covenants proposed to be included in Debenture Trust Deed (including an side letter, accelerated payment clause, fees charged by the Debenture Trustee, etc.) shall be disclosed in the General Information Document and the Key Information Document and the private placement offer letter; and (ii) 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.

8. 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 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 Relevant Laws. 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 Annexure A hereto, as applicable.

9. TERMS OF CARRYING OUT DUE DILIGENCE

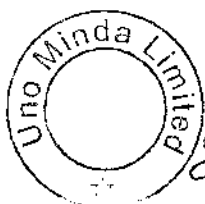
- (a) The Debenture Trustee, either through itself or its agents / advisors / consultants, shall carry out requisite diligence to verify whether all permissions or consents (if any) as stipulated in the General Information Document and the Key Information Document and the Relevant Laws, has been obtained. 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 borne by the Debenture Trustee.
- (b) 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 issuance and allotment of the Debentures, in accordance with the Relevant Laws.
- (c) The Issuer shall ensure all no objection certificates (as required) are procured and provided to the Debenture Trustee as required under Relevant Laws.



10. ONGOING PROVISION OF INFORMATION

The Issuer undertakes to promptly furnish any and all information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the Relevant Laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:

- (a) The General Information Document and the Key Information Document in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
- (b) The Issuer's Memorandum and Articles of Association and necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the issue and allotment;
- (c) Agreement with the registrar to issue;
- (d) Letters from credit rating agencies about ratings;
- (e) Depository details;
- (f) Proof of credit of the Debentures in favour of the Debenture Holders
- (g) Bank Account details of the Issuer along with copy of pre-authorisation letter issued by Issuer to the banker in relation to the payment of redemption amount and interest amount;
- (h) Executed Debenture Trustee Agreement;
- (i) Debenture Trust Deed;
- (j) Acknowledgement of filing General Information Document and Key Information Document with the Stock Exchange;
- (k) Form PAS-3 Return of Allotment along with annexures as filed with the Registrar of Companies;
- (l) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (m) In-principal approval for listing of the Debentures from the Stock Exchange(s);
- (n) Listing and trading permission from the Stock Exchange;
- (o) Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (p) Statutory auditor's certificate for utilization of funds/issue proceeds;
- (q) Beneficiary position reports as provided by the registrar and transfer agent;



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- (r) Statutory auditor certificate on a half yearly basis on the compliance with all the covenants of the Transaction Documents and on a quarterly basis on the compliance with financial covenants as per standalone financial results;
- (s) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitoring and to ensure the implementation of the conditions regarding recovery expense fund;
- (t) 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 stock exchange on the amount of such fund maintained and the mode of maintenance;
- (u) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debenture Regulations, Debt Listing Regulation, debt listing agreement or the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time);
- (v) Statement containing particulars of, dates of, and parties to all material contracts and agreements; and
- (w) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee.

11. INFORMATION ACCURACY AND STORAGE

- (a) The Issuer declares that the information and data furnished by the Issuer 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 Issuer confirms that the requisite disclosures to be made in the General Information Document and the Key Information Document and private placement offer letter are shall be true and correct;
- (c) All disclosures to be made in the General Information Document and the Key Information Document and the private placement offer letter are shall be in confirmation with the clauses of this Agreement;
- (d) 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
- (e) 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 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.



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12. OTHER TERMS AND CONDITIONS

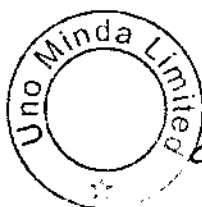
- (a) The Debenture Trustee, *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by debenture holders for the Debentures.
- (b) The Issuer confirms that the necessary documents including the Debenture Trust Deed would be executed within the time frame prescribed in the Relevant Laws, and the same would be uploaded on the website of the designated stock exchange, where the debt securities have been listed.
- (c) The Issuer shall on or prior to the date of execution of Debenture Trust Deed, shall preauthorize the Debenture Trustee to seek the redemption amount payment and the interest amount payment related information from such bank and shall provide to the Debenture Trustee, the bank account details from which the Issuer proposes to make the payment of redemption amount and interest amount due to the Debenture Holder.
- (d) The Issuer agrees and confirms that the purpose of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management as the Issuer.

13. INDEMNITY, STAMP DUTY, REMUNERATION AND EXPENSES

Without prejudice to the other rights of the Parties under this Agreement or Relevant Laws, the Issuer ("**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 Relevant Laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "**Losses**") arising in connection with or as a result of:

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

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

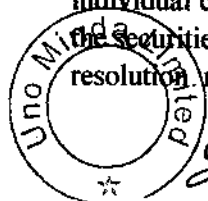


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14. The Issuer hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the Transaction Documents including the instrument of Debentures shall be solely borne by the Issuer.
15. The Issuer shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to give effect to the Debentures and such any other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred by the Debenture Trustee in case of an Event of Default. The remuneration of the Debenture Trustee shall be as per the offer letter no. ATSL/CO/25-26/0561 dated June 10, 2025 as may be amended/modified from time to time. Arrears of instalments of annual service charges, if any, shall carry interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time.
16. The Issuer shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Issuer shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all expenses and out-of-pocket costs incurred by the Debenture Trustee as per the terms of the letter dated June 10, 2025. The Issuer shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.
17. 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.
18. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
19. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully redeemed and paid-off.
20. This Agreement shall be governed by and shall be construed in accordance with the existing laws of India.
21. Save and except for the disputes, differences between the Company and the Debenture Trustee arising out of or in connection with the activities of the Debenture Trustee in the securities market as provided in Clause 22 below, any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at New Delhi and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.

Any disputes, differences between the Company and the Debenture Trustee (acting for itself and in its individual capacity) and arising out of or in connection with the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be settled through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and



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Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("SEBI ADR Procedures"), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue. **IN WITNESS WHEREOF** the Common Seal of the Issuer has been hereunto affixed / the Issuer and the Debenture Trustee have / has caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

THE COMMON SEAL of the **UNO MINDA LIMITED**, pursuant to the resolution of its Board of Directors passed in that behalf on the 6th day of February, 2025 has been hereunto affixed in the presence of Mr. Ankur Modi, its authorized signatory and Mr. Tarun Kumar Srivastava, Company Secretary and Compliance Officer of the Issuer.



Tarun Kumar Srivastava

SIGNED AND DELIVERED by **AXIS TRUSTEE SERVICES LIMITED** the within named Debenture Trustee in its capacity as Debenture Trustee by the hand of Shri *Pranesh Tindor* an authorized official of the Axis Trustee Services Limited.

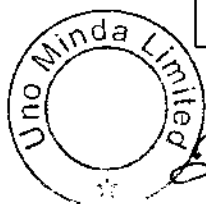
Pranesh Tindor



ANNEXURE A

1. Information/ documents to be provided by the issuer of debentures (Issuer), prior to entering into the debenture trustee agreement:

i.	Certified true copy ("CTC") of the board resolution / duly accepted letter / email of offer / appointment / consent letter appointing ATSL as the Debenture Trustee.
ii.	CTC of the list of directors and of key managerial personnel viz., Managing Director/ Whole Time Director/CEO/ CS/CFO/Manager as per Companies Act, 2013 or managing partner/s in case of Partnership Firm or managing trustee/s in case of Trust ("KMP") of the Issuer.
iii.	CTC of the shareholding pattern of the Issuer (name of the holder(s), no. of shares, holding %).
iv.	CTC of board resolution passed under Section 42, 179(3)(c) and 179(3)(d) of the Companies Act, 2013 to issue debt securities, to borrow monies and to authorize official/s of the Issuer to sign, seal and/or execute necessary documents. In case of delegation of powers to committee of directors/managing director/manager/principal officer for Section 179(3)(d), CTC of board resolution approving such delegation.
v.	CTC of the shareholders' special resolution under Section 180(1)(c) of the Companies Act, 2013, authorizing the Board of Directors to borrow in excess of the limits specified therein.
vi.	A certificate cum confirmation duly signed by KMP of the Issuer or a certificate of practicing company secretary/chartered accountant that all existing loans inclusive of the proposed borrowing are within the limits sanctioned under section 180(1)(c) of the Companies Act, 2013.
vii.	KYC/ photo identity proof, Specimen signatures of the Issuer authorized by the resolution;
viii.	Draft letter of intent / term sheet/ offer document (if any) issued by/to the subscribers.
ix.	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.
x.	Confirmation on whether any common director on the board of the Issuer and the Debenture Trustee?
xi.	Whether Nominee Director appointment clause by the Debenture Trustee is appearing in Articles of Association? – copy of updated articles of association if the Issuer allowing Debenture Trustee to appoint nominee director.
xii.	An undertaking by KMP of the Issuer confirming that the General Information Document and the Key Information Document shall contain the disclosures specified in SEBI (Issue and Listing of Non-Convertible Securities) Regulations,



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	2021 and SEBI Master Circular for Debenture Trustees dated 16 May, 2024, bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46.
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2. Information/ documents to be provided prior to allotment and execution of transaction documents

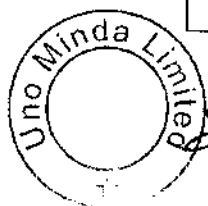
i.	CTC of rating letter and rating rationale issued by the rating agency for the issue, if any.
ii.	CTC of the duly executed subscription agreement entered into between the Issuer and the subscribers or duly signed offer letter (PAS-4, if applicable)/ the General Information Document and the Key Information Document, as the case may be.
iii.	CTC of the board resolution of the Issuer as per the Companies Act, 2013 and to authorize officials to sign, seal and/or execute necessary documents.
iv.	CTC of the resolution of the board of directors / committee / sub-committee for issuance and allotment of debentures.
v.	Bank Account details along with copy of pre-authorisation letter issued by Issuer to banker to seek debt redemption payment related and interest payment related information from the Issuer's bank.

3. Information/ documents to be provided post allotment

i.	CTC of ISIN Activation Letter confirming creation of ISIN Nos. for allotment of debentures or CTC of allotment letters in case the securities are issued in physical form.
ii.	CTC of the confirmation in respect of credit corporate action from NSDL / CDSL.
iii.	CTC of Form PAS-3 – Return of Allotment along with the annexures as filed with the Registrar of Companies.
iv.	CTC of Form “PAS-5 – Record of Private Placement” as filed with the Registrar of Companies.
v.	Evidence of payment of the stamp duty in respect of the Debentures issuance (if not already provided at the time of allotment of debentures) with the Depository and the other Transaction Documents (if not already provided at the time of execution of Transaction Documents).

4. Documents/ Information required or actions to be undertaken prior to/ at the time of making the application for listing:

i.	Debenture Trust Deed.
ii.	Stock Exchange confirmation on creation / maintenance of recovery expense fund or confirmation by an independent source other than the Issuer.



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ANNEXURE B

Format of Pre-Authorisation letter from Issuer with appended Consent Letter of Bank

Date: [.]

To,

[Account Bank]

[Insert name and Branch Address]

Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as "Debenture Trustee" issue of [.] rated listed unsecured redeemable non-convertible debentures each having a face value of Rs. 1,00,000 and aggregate nominal value of Rs. [.] (hereinafter referred to as the "Debentures") by Uno Minda Limited on a private placement basis.

Dear Sir/Madam,

1. We have issued the captioned Debentures and Axis Trustee Services Limited is appointed to act as the Debenture Trustee, for the benefit of the debenture holders.
2. In terms of the Master Circular For Debenture Trustees dated 16 May, 2024, bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 (as updated from time to time) [copy enclosed] read with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, we are required to inform to the Debenture Trustee the details of bank and account from which the debenture interest /redemption payments shall be /are proposed to be made along with a pre-authorization to them (Debenture Trustee) to seek debenture /redemption and interest payment related information and data from such bank.
3. We maintain an account no. [.] with you which will be utilised for making the redemption and interest payments of the captioned Debentures until the maturity date viz., [.]
4. Thus, we hereby grant, irrevocable and unconditional, authority to the Debenture Trustee to liaison and seek information relating to the debt redemption and interest payment status from the aforementioned account for ascertaining and monitoring the redemption and interest payment status of the captioned Debentures until the maturity date or full discharge/settlement/satisfaction of the Debentures.
5. We request you to give your consent/acknowledgement in writing for exercise of the rights / authority granted in para. no. 4 above to the Debenture Trustee in the suggested format as specified in the Enclosure hereunder.

Thanking you,

Yours Faithfully

Uno Minda Limited

- Encl: (1) SEBI Circular; and
(2) Bank consent/acknowledgement format.



Axis Trustee Services Limited

[Address]

[Signature]



[Enclosure On letter head of the Account bank]

[Date]

Axis Trustee Services Limited

Dear Sir/Madam

Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as “Debenture Trustee” in respect of issue of [•] rated listed unsecured redeemable non-convertible debentures each having a face value of Rs. 1,00,000 and aggregate nominal value of Rs. [•] (hereinafter referred to as the “Debentures”) by Uno Minda Limited on a private placement basis.

Ref: Account holder (“Issuer”) Consent Letter ref. no. [•] dated [•]

This is with reference to captioned consent letter requesting us to provide information relating to debt payment status of the subject Debentures.

In this connection, we give our consent to provide you the information/ data relating to interest and redemption payment information from the account no. [•] being maintained with us by the Issuer on your request in terms of the In terms of the Master Circular For Debenture Trustees dated 16 May, 2024, bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 (as updated from time to time), SEBI (Debenture Trustees) Regulations, 1993 (as amended from time to time) and SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021.

Thanking you,

Authorised Signatory

Copy to:
Uno Minda Limited
[Address]

 *[Signature]*

