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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL68897677060039Y
Certificate Issued Date	:	04-Aug-2026 04:23 PM
Account Reference	:	IMPACC (IV)/ dl787703/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL78770341596516346652Y
Purchased by	:	CATALYST TRUSTEESHIP LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANAPPURAM FINANCE LIMITED
Second Party	:	CATALYST TRUSTEESHIP LIMITED
Stamp Duty Paid By	:	CATALYST TRUSTEESHIP LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the Debenture Turst Deed dated August 08, 2026, executed by and between Manappuram Finance Limited (as the Company) and Catalyst Trusteeship Limited (as the Debenture Trustee).

`DEBENTURE TRUSTEE AGREEMENT

This Debenture Trustee Agreement ("**Agreement**") is made at New Delhi on this 08th day of August, 2026, between:

MANAPPURAM FINANCE LIMITED, a company incorporated under the Companies Act, 1956 (1 of 1956), with corporate identification number L65910KL1992PLC006623, being a non-banking financial company registered with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act, 1934, having its registered office at W-4/638A, "Manappuram House", Valapad, Thrissur 680 567, Kerala and acting through its office at B-28, 1st Floor, main Najafgarh Road, Uttam Nagar – 110059, New Delhi, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include the Company's successors and permitted assigns) of the **FIRST PART;**

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956, and an existing company under the Companies Act, 2013, with corporate identification number U74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 038; a branch office at 910–911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi 110 001; and its corporate office at Unit No. 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai 400 013, India (hereinafter called the "**Trustee**" or "**Debenture Trustee**", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **OTHER PART.**

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

WHEREAS:

A. The Company proposes to issue Rated, Listed, Unsecured, Subordinated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000 (Indian Rupees One Lakh only), at par, for a base issue size of INR 500,00,00,000 (Indian Rupees Five Hundred Crores only) with a greenshoe option to retain over-subscription of up to INR 500,00,00,000 (Indian Rupees Five Hundred Crores only), for an aggregate issue size of up to INR 1000,00,00,000 (Indian Rupees One Thousand Crores only) (hereinafter referred to as the "**Debentures**"), on a private placement basis, in accordance with the provisions of the Companies Act, 2013, including any statutory modification, re-enactment or replacement thereof for the time being in force ("**Companies Act**"), and the regulations applicable to the issue of debentures notified by the Securities and Exchange Board of India ("**SEBI**") from time to time, pursuant to:

(i) the authority granted by the resolution passed under Section 179 of the Companies Act by the 'Financial Resources Management Committee' of the Company's board of directors, at its meeting held on July 28, 2026, for the issuance of the Debentures [read with the resolution under Section 179 of the Companies Act passed by the board of directors at its meeting held on March 30, 2026

(ii) the approval of its shareholders in terms of the resolution passed under Section 180(1)(c) of the Companies Act [at the meeting held on 22nd January 2026]; and

(iii) the approval of its shareholders in terms of the resolution passed under Section 180(1)(a) of the Companies Act [at the meeting held on [22nd January 2026]].

Company	Debenture Trustee

B. The net proceeds from the issuance of the Debentures shall be utilised for deployment in the business and growth of the asset book of the Company, as more particularly described and disclosed in the general information document bearing ref. no. [MAFIL NCD/CP-GID – 2025-26 dated December 5, 2025] issued by the Company (**"General Information Document"**), read with the key information document to be issued by the Company in relation to the Debentures (**"Key Information Document"**).

C. The Company is in the process of submitting a list of documents and details required to be submitted to the relevant stock exchange as per Schedule I of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (**"Debt Listing Regulations"**) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time, for the purpose of listing the Debentures on the wholesale debt market segment of the BSE.

D. Pursuant to the Companies Act, the Debt Listing Regulations and the SEBI (Debenture Trustees) Regulations, 1993, as amended, varied or modified from time to time (**"SEBI Debenture Trustee Regulations"**), the Company is required to appoint a debenture trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with SEBI as a debenture trustee under the SEBI Debenture Trustee Regulations. Accordingly, the Company has approached Catalyst Trusteeship Limited to act as debenture trustee for the holders of the Debentures, and Catalyst Trusteeship Limited has consented to so act by its letter no. [CL/DEB/26-27/760] dated [July 28, 2026].

E. This Agreement sets out, *inter alia*, the terms on which the Debenture Trustee is appointed for the benefit of the holders of the Debentures. The powers, duties and responsibilities of the Debenture Trustee shall be as set out in this Agreement and the provisions of the debenture trust deed to be entered into between the Company and the Debenture Trustee in relation to the Debentures (**"Debenture Trust Deed"**), and such other documents as may be contemplated, including but not limited to the General Information Document and the Key Information Document to be issued in relation to the Debentures and any other deed or document required to be executed for the purpose of the issue and allotment of the Debentures (together, the **"Transaction Documents"**). The Transaction Documents shall be executed within the time periods stipulated in the applicable Transaction Documents.

F. Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement in the manner set forth below.

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

1. The following capitalized terms shall have the meaning as provided hereunder:

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

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

"Debenture Trust Deed" shall have the meaning ascribed to such term in Recital E hereto.

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

"Indemnified Party" shall have the meaning ascribed to such term in Clause 21 of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to such term in Clause 21 of this Agreement.

Company	Debenture Trustee

"**General Information Document**" shall have the meaning ascribed to such term in Recital B hereto.

"**Key Information Document**" shall have the meaning ascribed to such term in Recital B hereto.

"**Losses**" shall have the meaning ascribed to such term in Clause 21 of this Agreement.

"**Master Circular on Debenture Trustee**" shall mean the master circular for debenture trustees bearing reference no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, issued by SEBI, as amended and/or updated from time to time.

"**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 D hereto.

"**Transaction Documents**" shall have the meaning ascribed to such term in Recital E hereto.

2. That the Company hereby appoints Catalyst Trusteeship Limited as the Debenture Trustee for the benefit of the holders of the Debentures proposed to be issued by the Company, and Catalyst Trusteeship Limited hereby agrees to act as Debenture Trustee for the holders of the Debentures *vide* its letter with reference number [CL/DEB/26-27/760] dated [July 28, 2026]. The Debenture Trustee and the Company shall also enter into the Debenture Trust Deed and such other documents as may be required from time to time in relation to the Debentures. The Debenture Trustee consents to its appointment as the debenture trustee, acting on behalf of and for the benefit of the holders of the Debentures 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 Company and shall at all times act only in accordance with the instructions of the holders of the Debentures, in accordance with the Debenture Trust Deed.

3. The Company shall execute the Debenture Trust Deed in favour of the Debenture Trustee in Form SH-12, or as near thereto as possible, as specified under Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014. Such trust deed shall consist of two parts: (a) Part A, containing statutory and standard information pertaining to the debt issue; and (b) Part B, containing details specific to the particular debt issue. The trust deed shall be executed within such timelines as may be specified by SEBI and in any event prior to listing of the Debentures. Where the Company fails to execute the Debenture Trust Deed within the period specified under Regulation 18(2) of the Debt Listing Regulations, the Company shall pay interest of at least 2% (two per cent) per annum, or such other rate as specified by SEBI, to the holders of the Debentures, over and above the agreed coupon rate, until the execution of the Debenture Trust Deed.

4. The Company shall comply with the provisions of its debt listing agreement and with the SEBI Debenture Trustee Regulations, the Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the Companies Act and all other applicable laws, regulations and guidelines ("**Relevant Laws**") in connection with the issuance, allotment, listing and continued compliance of the Debentures until their redemption in full. The Company further undertakes to comply with all regulations and

Company	Debenture Trustee

provisions of the Companies Act and guidelines of other regulatory authorities in respect of the allotment and redemption of the Debentures.

5. The Debenture Trustee shall perform all duties, fulfil all obligations, exercise all rights and avail all benefits arising from and accruing under the Debenture Trust Deed and the other Transaction Documents and shall be liable to the holders of the Debentures to the extent and in the manner provided for in the Debenture Trust Deed and the other Transaction Documents.

6. The Company undertakes to furnish all and any information as may be required by the Debenture Trustee pursuant to the Companies Act or any other applicable law in force in India and as specified in the Debenture Trust Deed.

7. The Company hereby declares and confirms that neither the Company, nor any person in control of the Company, nor its promoter, has been restrained, prohibited or debarred by SEBI from accessing the securities market or dealing in securities. The Company further declares and confirms that, as on the date of this Agreement and the date of filing the General Information Document and the Key Information Document, it is an 'eligible issuer' in accordance with Regulation 5(1) of the Debt Listing Regulations.

8. The Company confirms that it is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Company 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 obligations enforceable against the Company.

9. Documents required to be submitted prior to or simultaneously with execution of this Agreement:

The obligations of diligence of the Debenture Trustee under 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 due diligence as required under the Relevant Laws. The Company undertakes to submit such information and documents simultaneously with or prior to the execution of this Agreement. Without prejudice to the foregoing, the Company shall provide to the Debenture Trustee on or prior to the date of execution of this Agreement all information and documents as applicable.

10. Terms of carrying out due diligence:

(a) For the purpose of carrying out the due diligence as required under the Relevant Laws, the Debenture Trustee, whether through itself or its agents, advisers or consultants, shall have the power to examine the books of account of the Company and to have the same inspected by its officers or external auditors, valuers, consultants, lawyers, technical experts or management consultants appointed by the Debenture Trustee.

(b) Without prejudice to the foregoing, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be reasonably required by the Debenture Trustee pursuant to the Master Circular on Debenture Trustee to carry out requisite due diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws.

(c) The Debenture Trustee shall have the power to independently appoint, , intermediaries, valuers, chartered accountant firms, practising company secretaries, consultants, lawyers and other entities to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses associated with and incurred in relation to such diligence, as well as the preparation of reports, certificates and documentation, including all out-

Company	Debenture Trustee

of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be borne solely by the Company.

(d) The Company shall pay to the Debenture Trustee, for so long as it holds the office of Debenture Trustee, remuneration for its services as Debenture Trustee, in addition to all legal, travelling and other costs, charges and expenses which the Debenture Trustee or its officers, employees or agents may incur in relation to the execution of the Debenture Trust Deed and all other documents executed or to be executed, and any other expenses such as advertisement, notices, letters to holders of the Debentures and additional professional fees and expenses that may be incurred in the event of default. The remuneration of the Debenture Trustee shall be as set out in the consent letter [no. CL/DEB/26-27/760] dated [July 28, 2026], as may be amended or modified from time to time. Arrears of instalments of annual service charges, if any, or delay in reimbursement of costs, charges and expenses shall carry interest at the rate of [16% (sixteen per cent)] per annum or the applicable interest rate under the MSME Act, whichever is higher, from the date on which such amount becomes due until actual payment, charged and payable on a quarterly compounded basis.

11. Information Accuracy and Storage

(a) The Company declares that the information and data furnished by the Company to the Debenture Trustee 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) The Company confirms that the requisite disclosures made in the General Information Document and the Key Information Document are true and correct.

(c) The Company undertakes and acknowledges that the Debenture Trustee and any other authorised agency may use and process the information and data disclosed to the Debenture Trustee in such manner as deemed fit by them in relation to the due diligence to be undertaken in connection with the issuance of the Debentures.

(d) The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the holders of the Debentures (in accordance with the Relevant Laws) information including the credit history and the conduct of the account(s) of the Company, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not constitute a breach of confidentiality on the part of the Debenture Trustee.

Other Terms and Conditions

12. The Debenture Trustee represents that it, *ipso facto*, does not have the obligations of a borrower or a principal debtor or a guarantor in respect of the monies paid or invested by investors for subscription to the Debentures, and that it is not prohibited from acting as the Debenture Trustee under Rule 18(2)(c) of the Companies (Share Capital and Debentures) Rules, 2014, as amended from time to time.

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

14. The Company shall, on or prior to the date of execution of the Debenture Trust Deed, provide to the Debenture Trustee the bank account details from which the Company proposes to make

Company	Debenture Trustee

payment of the redemption amount due to the holders of the Debentures. The Company hereby undertakes that it shall pre-authorise the Debenture Trustee to seek redemption-amount payment-related information from such bank.

15. The Company further confirms that:

(i) All covenants proposed to be included in the Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the Debenture Trustee, etc.) are disclosed in the General Information Document or the Key Information Document; and

(ii) The terms and conditions of this Agreement, including fees charged by the Debenture Trustee and the process of due diligence carried out by the Debenture Trustee, shall be disclosed in the General Information Document or the Key Information Document.

16. This Agreement shall be governed by and construed in accordance with the laws of India. Notwithstanding anything to the contrary in this Agreement, any claim, dispute or difference between the Company, the holders of the Debentures or the Debenture Trustee (whether acting for the holders of the Debentures or in its individual capacity) arising out of or in connection with the Debentures or the activities of the Debenture Trustee (acting in its individual capacity) in the securities market shall be settled through any of the dispute resolution mechanisms and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternate Dispute Resolution Mechanism) (Amendment) Regulations, 2023, and the 'Master Circular for Online Dispute Resolution' dated December 28, 2023 (as amended from time to time) (collectively, the "**SEBI ADR Procedures**"), where the resolution of the dispute through the SEBI ADR Procedures is mandatory under the Relevant Laws or applicable to the aforesaid parties under the Relevant Laws in connection with the Debentures.

17. Without prejudice to the requirement to resolve disputes under the SEBI ADR Procedures as stipulated above, any dispute arising therefrom shall be subject to the exclusive jurisdiction of the courts at Mumbai and accordingly any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.

18. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be effective for the purposes of binding the Parties hereto and shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement. The Parties agree that delivery of executed signature pages of this Agreement by facsimile or electronic transmission (*via* scanned PDF) shall constitute effective and binding execution and delivery of this Agreement.

19. The Company undertakes to furnish promptly all information as may be reasonably required by the Debenture Trustee under the Relevant Laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as applicable:

(a) General Information Document and Key Information Document;

(b) Agreement with the registrar to issue;

(c) Constitutional documents of the Company duly attested by the authorised signatory of the Company;

(d) Certified true copies of the necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the issue and allotment of the Debentures;

Company	Debenture Trustee

(e) Letters from credit rating agencies about ratings;

(f) Executed copy of this Agreement;

(g) Proof of credit of the Debentures in favour of the holders of the Debentures;

(h) Depository details;

(i) Latest annual report;

(j) Debenture Trust Deed;

(k) Confirmation or proofs of payment of interest and principal made to the holders of Debentures on the relevant due dates in terms of the Debenture Trust Deed;

(l) Information required by the Debenture Trustee to monitor the utilisation of funds, including a statutory auditor's certificate for utilisation of funds or proceeds from the issuance of the Debentures;

(m) A statutory auditor's certificate, on a half-yearly basis, certifying compliance with the covenants of the General Information Document and the Key Information Document, in the manner specified by SEBI;

(n) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the recovery expense fund;

(o) Periodic reports and information on a quarterly, half-yearly or annual basis, as required to be submitted to stock exchanges or depositories under the SEBI Debenture Trustee Regulations, the Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the Master Circular on Debenture Trustee and other Relevant Laws;

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

(q) In-principle approval for listing of Debentures from the relevant stock exchanges;

(r) Listing and trading permission from the relevant stock exchanges;

(s) Details of the recovery expenses fund created by the Company in the manner as may be specified by SEBI from time to time, together with a duly acknowledged letter or confirmation from the stock exchange regarding the amount of such fund maintained and the mode of maintenance;

(t) Bank account details of the Company along with a copy of the pre-authorisation letter issued by the Company to its banker in relation to the payment of the redemption amount; and

(u) Such documents and reports as may be reasonably required by the Debenture Trustee or under the terms of the Debenture Trust Deed.

20. The Company further confirms that the proposed issuance of the Debentures does not attract the provisions of the Companies (Acceptance of Deposits) Rules, 2014, as amended from time to time.

Company	Debenture Trustee

21. Indemnity, Stamp Duty and Expenses

The Debenture Trustee has agreed to undertake its obligations as debenture trustee relying solely on the accuracy of the information and documents provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold harmless the Debenture Trustee and each of its respective directors, officers, employees, attorneys, associates, affiliates, experts and agents (each an "**Indemnified Party**"), 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, including any deficiency in stamp duty, incurred or suffered by the Indemnified Party (collectively, "**Losses**") arising in connection with or as a result of:

(i) any representations or warranties of the Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants contained in this Agreement being breached by the Indemnifying Party;

(ii) any incorrect, inaccurate or misleading information disclosed by the Company pursuant to this Agreement; or

(iii) 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.

22. The Company 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 the Debentures, shall be solely borne by the Company.

23. The Company shall pay on demand all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall from time to time make payment to or reimburse the Debenture Trustee in respect of all expenses and out-of-pocket costs incurred by the Debenture Trustee, including without limitation expenses incurred in connection with due diligence and any expert(s) appointed by the Debenture Trustee in relation thereto, and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the Transaction Documents or any related documentation requested by the Debenture Trustee. 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 or any such other documents executed in connection with this transaction and/or any such amendment, supplement or waiver.

24. 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, provided however that the Debenture Trustee shall not agree to any amendment to this Agreement which is likely to adversely affect the rights of the Debenture holders, without the consent of the Debenture holders in the manner as stipulated under the Debenture Trust Deed.

Company	Debenture Trustee

25. This Agreement is entered into in compliance with the provisions of Regulation 13 of the SEBI Debenture Trustee Regulations and other Relevant Laws and shall be effective on and from the date first written above and shall remain in force until the monies in respect of the Debentures have been fully paid and all obligations of the Company in respect of the Debentures have been discharged in all respects.

26. 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**") 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.*

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*

Company	Debenture Trustee

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.*

MANAPPURAM FINANCE NEW DELHI Company	Debenture Trustee

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

SIGNED AND DELIVERED by
Hemraj Meena

Authorised signatory of **Manappuram Finance Limited**

MANAPPURAM FINANCE LTD. NEW DELHI

SIGNED AND DELIVERED by the within named **Catalyst Trusteeship Limited** in its capacity as the Debenture Trustee by the hands of Mr./ Mrs. Tushar Sharma
its authorised officials

For CATALYST TRUSTEESHIP LIMITED

Authorised Signatory

Company	Debenture Trustee

MANAPPURAM FINANCE LTD. NEW DELHI

TRUSTEESHIP LIMITED