



DATED JANUARY 16, 2025

**DEBENTURE TRUSTEE APPOINTMENT  
AGREEMENT**

BETWEEN

**MAGNUM VENTURES LIMITED**  
as the Issuer

AND

**CATALYST TRUSTEESHIP LIMITED**  
as the Debenture Trustee



cyril amarchand mangaldas  
ahead of the curve



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## DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement (“**Agreement**”) is made at New Delhi on the 16<sup>th</sup> day of January, 2025:

### BETWEEN:

**MAGNUM VENTURES LIMITED**, a public listed company duly incorporated under the Companies Act, 1956, having corporate identification number L21093DL1980PLC010492 and having its registered office at, Room No. 118, First floor, MGM Commercial Complex, 4634/1, Plot No. 19, Ansari Road, Darya Ganj, New Delhi-110002 (hereinafter called the “**Issuer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;



### AND

**CATALYST TRUSTEESHIP LIMITED**, a company registered under the Companies Act, 1956 and existing validly under the Companies Act, 2013, with corporate identity number U74999PN1997PLC110262 having its registered office at GDA House, Plot No.85, Bhusari Colony (Right), Paud Road, Pune-411038, Maharashtra, India and its branch office and regional office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001 and Unit No. 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013 acting in its capacity as debenture trustee for the benefit of the Debenture Holders and the Debenture Holders’ successors and assigns from time to time (hereinafter referred as the “**Debenture Trustee**”, which expression shall, unless repugnant to the subject or context thereof, include the Debenture Trustee and its successors and permitted assigns) of the **SECOND PART**.

The parties mentioned above are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- (A) The Issuer proposes to issue listed, rated, secured, redeemable, non-convertible debentures of a face value of INR 1,00,000 (Indian Rupees One Lakh) each, for an aggregate amount of up to INR 30,00,00,000 (Indian Rupees Thirty Crores) (“**Debentures**”) on a private placement basis, on the terms and conditions of the debenture trust deed executed on or about the date of this Agreement and entered into between the Issuer and the Debenture Trustee for the issue of the Debentures (“**Debenture Trust Deed**”).
- (B) The Board of the Issuer has, pursuant to its resolution dated November 13, 2024 authorized the issuance of the Debentures. The shareholders of the Issuer have, pursuant to their resolution dated December 9, 2024 under Section 42 of the Companies Act, 2013

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read with Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, authorized the Issuer to borrow monies/invite offer to subscribe to its securities through private placement up to 30,00,00,000 (Indian Rupees Thirty Crores), create security and issue the Debentures on a private placement basis.



- (C) The Issuer shall have the Debentures listed on the debt market segment of a recognized stock exchange in accordance with the details disclosed in the Offer Documents.
- (D) The funds to be raised by the issue of the Debentures shall be utilized by the Issuer in accordance with the provisions of the Debenture Trust Deed.
- (E) The Issuer shall create the necessary security interest in favour of the Debenture Trustee for the purposes of securing the Debentures in accordance with the terms of the Debenture Trust Deed and relevant security documents executed towards the same within the timelines provided under the Debenture Trust Deed.
- (F) In terms of the Companies Act, 2013 read with the Companies (Share Capital and Debentures) Rules, 2014, the Issuer is required to appoint a debenture trustee for the benefit of the Debenture Holders and accordingly, the Issuer has approached Catalyst Trusteeship Limited to act as the debenture trustee for the proposed holders of the Debentures (“**Debenture Trustee**”) and Catalyst Trusteeship Limited has agreed to act as the debenture trustee for the benefit of the Debenture Holders on the terms and conditions agreed upon and hereinafter set out.
- (G) The detailed terms and conditions in relation to the rights, powers, duties, responsibilities of the Debenture Trustee and Debenture Outstanding are more specifically set out in the Offer Documents and other Debenture Documents.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree as follows:





**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Capitalized terms used, but not otherwise defined in this Agreement shall have the meaning given to those terms in the Debenture Trust Deed and if not defined under the Debenture Trust Deed, then under the relevant Debenture Document, as the case may be, and shall be deemed incorporated herein by reference (as of the date hereof, irrespective of the date of execution of the Debenture Trust Deed and other Debenture Documents, as the case may be).
- 1.2 The other provisions in Clause 1.2 (*Interpretation*) of the Debenture Trust Deed shall apply to this Agreement with all necessary changes.

**2. APPOINTMENT**



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- 2.1 The Issuer hereby appoints the Debenture Trustee as the trustee for the Debenture Holders in respect of the Debentures to be issued by the Issuer and the Debenture Trustee hereby agrees to act as the trustee for the Debenture Holders.
- 2.2 The rights and duties of the Debenture Trustee are set out in Schedule I herein and in the Debenture Documents.
- 2.3 The Issuer shall comply with the provisions of the Act, the Companies (Share Capital and Debentures) Rules, 2014, the Companies (Prospectus and Allotment of Securities) Rules, 2014 and other Applicable Laws (including SEBI Regulations) as amended from time to time and agrees to furnish to Debenture Trustee such information as may be required in terms of the Act, the relevant rules/regulations and the Debenture Documents on a regular basis till the Final Settlement Date.
- 2.4 This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date or until the appointment of the Debenture Trustee is terminated in accordance with any provisions set out or agreed to be set out in the Debenture Trust Deed.
- 2.5 The Issuer will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the National Stock Exchange of India Limited (the "NSE") and/or the BSE Limited (the "BSE"), as applicable, for the purpose of listing the Debentures on the debt market segment of the NSE and/or the BSE, as applicable, after the allotment of the Debentures, and will apply to obtain the listing approval from the NSE and/or the BSE, as applicable. A copy of the listing approval received from the NSE and/or the BSE, as applicable, will be submitted to the Debenture Trustee by the Issuer on or prior to the date of this Agreement.
- 2.6 The Issuer shall, *inter-alia* furnish / have furnished to the Debenture Trustee the following documents:
- (a) all Debenture Documents executed or to be executed in relation to the Debentures, in accordance with the Debenture Trust Deed;
  - (b) engagement letter/ agreement with the registrar to issue the Debentures;
  - (c) Memorandum and Articles of the Issuer;
  - (d) copy of the Offer Documents;
  - (e) copy of the 'letter of allotment' in relation to the Debentures;
  - (f) letter from the rating agency in relation to the initial rating of the Debentures;
  - (g) necessary corporate authorisations by way of board resolution and/or shareholder resolution of the Issuer, as required for the purpose of issuance of the Debentures;

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- (h) necessary corporate authorisations by way of board resolutions, shareholder resolutions and/or letters of authority, as required for the purpose of providing security/guarantee in terms of the Debenture Trust Deed;
- (i) copy of the acknowledgement received by the Issuer in relation to the filing of the Offer Documents and relevant disclosure documents in relation to the Debentures with the registrar of companies/ registrar of company(ies);
- (j) A certificate from statutory auditor regarding security cover and Issuer's compliance with the covenants as contained in the Debenture Documents on quarterly basis;
- (k) A certificate from statutory auditor regarding utilisation of funds/issue proceeds;
- (l) certified true copy of the resolution for allotment of the Debentures;
- (m) registered list of beneficial owners of the Debentures as provided by the depository;
- (n) Registrar of companies' certificate of charge filing pursuant to the Security Documents, as applicable;
- (o) copy of the agreement with the depository in relation to the issuance of the Debentures;
- (p) approval for listing of the Debentures from the Stock Exchange;
- (q) due diligence certificate from legal counsel, if any;
- (r) listing and trading permission from the Stock Exchange; and
- (s) any other documents required to be submitted to the Debenture Trustee or as requested by the Debenture Trustee for the purpose of discharge of its obligation under Debenture Documents or required under Applicable Law and pursuant to the Debenture Documents.

**2.7** The Issuer confirms that all necessary disclosures shall be made in the Offer Documents including but not limited to statutory and other regulatory disclosures. Investors should carefully read and note the contents of the Offer Documents. Each prospective investor should make its own independent assessment of the merit of the investment in the Debentures and the Issuer. Prospective investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and suitability of such investment to such investor's particular circumstances. Prospective investors are required to make their own independent evaluation and judgment before making the investment and are believed to be

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experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

**3. INFORMATION ACCURACY AND STORAGE**

- 3.1 The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee is true and correct;
- 3.2 The Issuer confirms that the requisite disclosures will be made in the Offer Documents. Further the Issuer undertakes to ensure that:
  - (a) Information on consents/ permissions required for creation of further charge on the Secured Assets are adequately disclosed in Offer Documents;
  - (b) All disclosures made in the Offer Documents with respect to creation of Security are in confirmation with the clauses of this Agreement.
  - (c) All material covenants proposed to be included in Debenture Trust Deed are disclosed in the Offer Documents.
- 3.3 Subject to the terms of the Debenture Trust Deed, the Issuer undertakes and acknowledges that the Debenture Trustee and any other agency authorized by the Debenture Trustee 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.
- 3.4 The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Law) information including the credit history and the conduct of the account(s) of the Issuer as well as all details in relation to the assets of the Issuer and all guarantor, 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.
- 3.5 The Debenture Trustee has agreed to undertake its obligation as the Debenture Trustee relying solely on the accuracy of the information and documents as provided by the Issuer.

**4. DEBENTURE TRUST DEED**

- 4.1 The Issuer and the Debenture Trustee will execute the Debenture Trust Deed on or about the date hereof and in any case, prior to the Deemed Date of Allotment.
- 4.2 The Debenture Trust Deed shall set out all other rights, powers and obligations of the Debenture Trustee, the terms of appointment of the Debenture Trustee, settlement and declaration of the trust, terms and conditions of the Debentures, representations and

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warranties of the Issuer, event of defaults, covenants of the Issuer and provisions on the retirement and removal of the Debenture Trustee.

**5. SECURITY**

In consideration of the Debenture Holders subscribing to the Debentures and to secure the redemption of the Debentures, the payment and discharge of all Debenture Outstanding under the Debenture Documents and payment of all amounts due in connection thereof, the Issuer agrees to create and perfect the Security in accordance with the terms set out in the Debenture Trust Deed and other Debenture Documents and also complete all the charge filings with the registrar of companies within the timelines set out in the Debenture Trust Deed as per Applicable Laws.



**6. FEES, COSTS AND EXPENSES**

6.1 The Issuer shall pay to the Debenture Trustee, so long as it holds the office of the debenture trustee, remuneration, costs and expenses, hereinafter mentioned for its services as debenture trustee in addition to all permitted, duly incurred and documented costs, charges and expenses which the Debenture Trustee or its officers, employees or agents may incur in relation to the execution of this Agreement, the Debenture Trust Deed and all other documents contemplated therein or executed in connection with the issuance of Debentures by the Issuer in accordance with the Debenture Trust Deed. The Issuer shall pay to the Debenture Trustee remuneration as specified under the fee offer letter dated November 13, 2024 (“**Fee Letter**”) as annexed as Schedule 2 (*Fee Letter*) hereto, issued by the Debenture Trustee and accepted by the Issuer. 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 and/or any such amendment, supplement or waiver.

6.2 Any amounts payable to the Debenture Trustee shall be payable within the timelines as mentioned in the Fee Letter from when they are due, failing which penalty at the rate mentioned in the Fee Letter, if any, will be paid on such amounts until paid. Arrears of installments of annual service charges, if any, and/or delay in reimbursement of costs, charges and expenses shall carry interest at the rate of 16% (Sixteen Percent) per annum or applicable interest rate under Micro, Small and Medium Enterprises Act, 2006, whichever is higher from the date of bill till the date of actual payment which shall be payable by the Company on the footing of compound interest with quarterly rests.

**7. TERMS OF CARRYING OUT DUE DILIGENCE:**

(a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security

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as stipulated in the Transaction Documents and the Applicable Law, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Law, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical experts / management consultants appointed by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports / certificates / documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

- (b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI"), Depositories, Information Utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer or any third party security provider for securing the Debentures, are registered / disclosed.
- (c) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the security creation in relation to the issuance and allotment of the Debentures, in accordance with the Applicable Law.
- (d) The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee.

**8. COMPLIANCE WITH SEBI REGULATIONS**

**8.1** This Agreement is entered into in compliance with:

- (a) the provisions of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time ("Debenture Trustee Regulations");
- (b) the Act; and

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(c) other Applicable Law.

**8.2** The Issuer shall:



- (a) comply with; and
- (b) furnish such information to the Debenture Trustee and/or the Debenture Holders, on a regular basis, as may be required under,

the provisions of the Debenture Trustee Regulations, the Act each as amended from time to time and other provisions of Applicable Laws.

**9. DOCUMENTS**

The Issuer undertakes to promptly and in any event within the timelines set out in the Debenture Trust Deed, furnish any and all information as may be required by the Debenture Trustee from time to time including without limitation the following documents, as may be applicable:



- (a) the Fee Letter;
- (b) this Agreement;
- (c) Depository details;
- (d) latest annual report;
- (e) Debenture Trust Deed;
- (f) proof of credit of the Debentures in favour of the Debenture Holders;
- (g) all other Debenture Documents including the Security Documents;
- (h) confirmation/proofs of payment of interest and principal made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed;
- (i) independent practicing-chartered accountant certificate for utilization of the Debentures;
- (j) beneficiary position reports as provided by the registrar;
- (k) the necessary corporate authorisations by way of board resolutions and/or shareholder resolutions necessary for the issuance of the Debentures and the creation of Security Interest thereunder;

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- (l) a resolution for allotment of Debentures;
- (m) a return of allotment filed with the registrar of companies (Form No. PAS-3) within 1 (one) day from the Deemed Date of Allotment;
- (n) a proof of credit of Debentures to the Debenture Holders in dematerialized form and issuance of letter of allotment on the Deemed Date of Allotment, if relevant;
- (o) periodical reports as required under the terms of the Debenture Documents (as applicable);
- (p) copy of latest audited and standalone financial information (profit & loss statement, balance sheet and cash flow statement) of the Issuer and auditor qualifications, if any;
- (q) evidence of payment of the stamp duty in respect of the issuance of the Debentures and the Debenture Documents;
- (r) such information under the Debenture Trustee Regulations, as amended from time to time and all other Applicable Laws; and
- (s) such information and other documents as may be reasonably required by the Debenture Trustee.

**10. DEBENTURE TRUSTEE CONFIRMATIONS**

- 10.1** The Debenture Trustee shall perform its duties and obligations with due care, diligence and in the best interests of the Debenture Holders, and exercise its rights and discretions in accordance with the terms of the Debenture Documents, and shall further conduct itself and comply with the provisions of all Applicable Law (including without limitation the Act and the Debenture Trustee Regulations, including issuing any confirmations or certificates as may be required thereunder) provided that, the provisions of Section 20 of the Indian Trusts Act, 1882 shall not be applicable to the Debenture Trustee.
- 10.2** The Debenture Trustee shall supervise the implementation of the conditions regarding creation of Security for the Debentures.
- 10.3** The Debenture Trustee shall ensure that the details of all information and documents submitted to it by the Issuer as per the terms of the Debenture Documents or received by it from any other party are shared with all the Debenture Holder(s) promptly but in any event within 3 (three) calendar days of receipt of such information or document.
- 10.4** 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 subscribing to the Debentures.

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## 11. EFFECTIVENESS

This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Debenture Outstanding and all monies and amounts due in respect of the Debentures have been irrevocably, unconditionally and fully paid off and all formalities for satisfaction of Security have been complied with.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

### 12.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of India.



### 12.2 Dispute Resolution Mechanism

#### (a) Arbitration

- (i) The Parties agree that all claims, differences or disputes between the Debenture Trustee and the Issuer arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be settled by online arbitration conducted in accordance with the circular issued by SEBI bearing reference no. SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/131 and dated July 31, 2023, as amended from time to time (“ODR Circular”).
- (ii) All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular.
- (iii) The online arbitration will be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time) and the ODR Circular.
- (iv) No loss or damage or expenses incurred by the Debenture Trustee or the Issuer shall be met out of the trust property. The Issuer shall bear all costs, fees and expenses in relation to arbitration of any dispute in accordance with this Clause 11 (*Governing Law and Dispute Resolution*).

#### (b) Courts and Tribunals

- (i) To the extent:
  - (A) that the ODR Circular is not mandatorily applicable to the Debentures; or

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(B) of disputes arising out of or in connection with the Debentures (i.e. disputes other than matters referred to in Reg. 14A of the Debenture Trustee Regulations); and

(C) of disputes which are not arbitrable under Applicable Law,

the Issuer agrees that the courts and tribunals in Mumbai and New Delhi shall have exclusive jurisdiction to settle and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Deed may be brought in such courts or the tribunals and the Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.





12.2.1 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 Mumbai or New Delhi and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Mumbai or New Delhi shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

12.2.2 Nothing contained in this Clause 11 (*Governing Law and Dispute Resolution*), 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 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.

12.2.3 The Issuer hereby consents generally in respect of any Proceedings arising out of or in connection with this Deed 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 (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

12.2.4 To the extent that the Issuer may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

### 13. AMENDMENTS

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Neither this Agreement nor any of the terms or provisions hereof may be amended, modified, supplemented, changed, waived, discharged or terminated unless such amendment, modification, supplement, change, waiver, discharge or termination is in writing and signed by the Issuer and the Debenture Trustee (acting in trust and for the benefit and instructions of the Debenture Holders).

**14. FURTHER ASSURANCES**

- 14.1 The Issuer shall, at its own cost and expense, promptly upon receiving a request from the Debenture Trustee execute such further instruments, deeds, notices and documents and take all such further actions as may be necessary in accordance with the provisions of the Debenture Trust Deed.
- 14.2 The Issuer hereby declares and confirms that the Issuer, or its Promoters have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities. The Issuer confirms that all necessary disclosures shall be made in the Offer Documents including but not limited to statutory and other regulatory disclosures.
- 14.3 The Issuer agrees and confirms that, except as permitted under the Debenture Documents, the proceeds of the issuance of Debentures shall not be utilised for providing loans to, or for acquisitions of shares of, any person who is a part of the same group or who is under the same management.
- 14.4 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 and/or any such amendment, supplement or waiver.



**15. SUCCESSORS AND ASSIGNS**

The Issuer shall not assign or transfer all or any of its rights or obligations under this Agreement except with the prior written consent of the Debenture Trustee. The Debenture Trustee shall be entitled to assign its rights under this Agreement to any person, without the prior consent of the Issuer, in case it is replaced in accordance with the terms of the Debenture Trust Deed.

**16. INCONSISTENCY**

If there is any inconsistency between this Agreement and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail over the provisions of this Agreement.

**17. SEVERABILITY**

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Any term or provision of this Agreement which is determined by a competent authority to be invalid, illegal, prohibited or unenforceable under any law of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions of this Agreement, and any such invalid illegal, prohibited or unenforceable term or provision in such jurisdiction shall not invalidate or render illegal, prohibited or unenforceable such term or provision in any other jurisdiction.

**18. NOTICES**

**18.1 Communications in Writing**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be by fax, letter or email.

**18.2 Details of Parties**

- (a) The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below.
- (b) The address for service of notice to the **Issuer** will be:

**MAGNUM VENTURES LIMITED**

Address : Room No. 118, First Floor, MGM Commercial Complex,  
4634/1, Plot No. 19, Ansari Road, Darya Ganj, New  
Delhi-110002

Fax No : N.A.

Attention : Ms. Aaina Gupta

Tel no. : 0120-4551512

Email : [cs\\_mvl@cissahibabad.in](mailto:cs_mvl@cissahibabad.in)

The address for service of notice to the **Debenture Trustees** shall be:



**CATALYST TRUSTEESHIP LIMITED**

Address : Unit No-901, 9th Floor, Tower-B, Peninsula Business  
Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-  
400013

Tel No. : 022 4922 0555

Attention : Mr. Umesh Salvi

Email : [ComplianceCTL-Mumbai@ctltrustee.com](mailto:ComplianceCTL-Mumbai@ctltrustee.com)

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**18.3 Delivery**

Any communication or document made or delivered by Debenture Trustee to another Party or in connection with this Agreement will only be effective:

- (a) if by way of electronic mail, only when actually received in readable form and in the case of any electronic communication made by the Issuer to the Debenture Trustee only if it is addressed in such a manner as the Debenture Trustee shall specify for this purpose;
- (b) if by way of letter, when it has been left at the relevant address or 2 (two) days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and
- (c) if a particular department or officer is specified as part of its address details provided under Clause 17.2 (*Details of Parties*), if addressed to that department or officer.



**18.4 Notification of address and email address**

Promptly upon receipt of notification of an address, fax number and email address or change of address or email address pursuant to Clause 17.2 (*Details of Parties*) or changing its own address or email address, either Party shall notify the other Parties.

**18.5 Reliance**

- (a) Any notice sent under this Clause 17 (*Notices*) can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and if it bears what appears to be the signature (original or scan) of an authorized signatory of the sender (in each case without the need for further enquiry or confirmation).
- (b) The Issuer must take reasonable care to ensure that no forged, false or unauthorized notices are sent to other Party.
- (c) Electronic communications

The Issuer and the Debenture Trustee shall notify each other and each Debenture Holders promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Each Debenture Holder shall notify the Issuer and the Debenture Trustee promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Upon the affected Person

Magnum Ventures Limited (Issuer)	Catalyst Trusteeship Limited (Debenture Trustee)
	



notifying the relevant Persons mentioned above, all notices between those Persons shall be sent by letter in accordance with this Clause 17 (*Notices*) until the affected Person notifies the other Persons that the technical failure has been remedied.

**18.6 English Language**

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Debenture Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**19. COUNTERPARTS**



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.

Magnum Ventures Limited (Issuer)	Catalyst Trusteeship Limited (Debenture Trustee)
	

*Note: The table above shows the signature lines for both parties. Below the table, there are two circular blue ink stamps. The stamp on the left is for Magnum Ventures Limited, and the stamp on the right is for Catalyst Trusteeship Limited. Both stamps contain the company name and a star symbol.*

## SCHEDULE I



1. The Debenture Trustee shall have the discretion to exercise any of the following rights with respect to the Debentures:
  - (a) Inspection of the register of Debenture Holders;
  - (b) Inspection of the books of accounts of the Issuer;
  - (c) Verification and inspection of the Security;
  - (d) Appoint accountant, valuer(s) or legal consultant wherever required and act as per their advice;
  - (e) Call for such certification as the Debenture Trustee may deem necessary with respect to maintenance of security cover, ensuring end use of the issue proceeds and confirming servicing of the Debentures;
  - (f) Exercise such other rights and powers granted in accordance with the Debenture Documents.
2. The Debenture Trustee shall derive its rights from the Debenture Trustee Regulations issued by the SEBI, notwithstanding the fact that the Debentures may or may not be listed in any recognized stock exchange in India.
3. For the purposes of this provision, 'Event of Default' shall mean and include all events of default set out in the Debenture Documents.
4. The Debenture Trustee at its discretion may take such actions which it may deem necessary to protect interest of the Debenture Holders at all times subject to the provisions of the Applicable Law and the Debenture Documents.

Magnum Ventures Limited (Issuer)	Catalyst Trusteeship Limited (Debenture Trustee)
	

**SCHEDULE II**

**FEE LETTER**

*(Attached separately)*

<b>Magnum Ventures Limited (Issuer)</b>	<b>Catalyst Trusteeship Limited (Debenture Trustee)</b>
	

Each of the Issuer and the Debenture Trustee has caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

THE COMMON SEAL of MAGNUM VENTURES LIMITED, as the Issuer, affixed pursuant to the resolution passed at the meeting of its board of directors held on 13 November 2024 in the presence of Abhay Jain, director who has signed these presents in token thereof.

*Abhay Jain*

*Abhay Jain*



SIGNED AND DELIVERED by CATALYST  
TRUSTEESHIP LIMITED the within named  
Debenture Trustee by the hand of  
Aaksh Srinastawa, its  
authorised signatory.

