

महाराष्ट्र MAHARASHTRA

2024

DH 602479



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE AGREEMENT DATED MAY 7, 2025 EXECUTED BETWEEN AEROGRID ADVANCED HOSTING SOLUTIONS PRIVATE LIMITED AS THE ISSUER AND CATALYST TRUSTEESHIP LIMITED AS THE DEBENTURE TRUSTEE IN MUMBAI











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# DEBENTURE TRUSTEE AGREEMENT

BETWEEN

**AEROGRID ADVANCED HOSTING SOLUTIONS PRIVATE LIMITED**  
(as the Issuer)

AND

**CATALYST TRUSTEESHIP LIMITED**  
(as the Debenture Trustee)

**DATED: MAY 07, 2025**

**jsa**

advocates & solicitors

Ahmedabad | Bengaluru | Chennai | Gurugram | Hyderabad | Mumbai | New Delhi





## DEBENTURE TRUSTEE AGREEMENT

This **Debenture Trustee Agreement** ("Agreement") is made at Mumbai on this 7<sup>th</sup> day of May, 2025;

BETWEEN

**AEROGRID ADVANCED HOSTING SOLUTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, with corporate identification number U70200MH2024PTC418088 and having its registered office at Tower 1, 15th floor, 1501 B, One World Centre, Senapati Bapat Marg, Prabha Devi, Delisle Road, Mumbai – 400 013, Maharashtra, India and a branch office at 4, A-3, Select Citywalk, Press Enclave Road, Saket, South Delhi, Delhi – 110 017, India (the "**Issuer**", which expression shall include its successors and permitted assigns) of **ONE PART**;

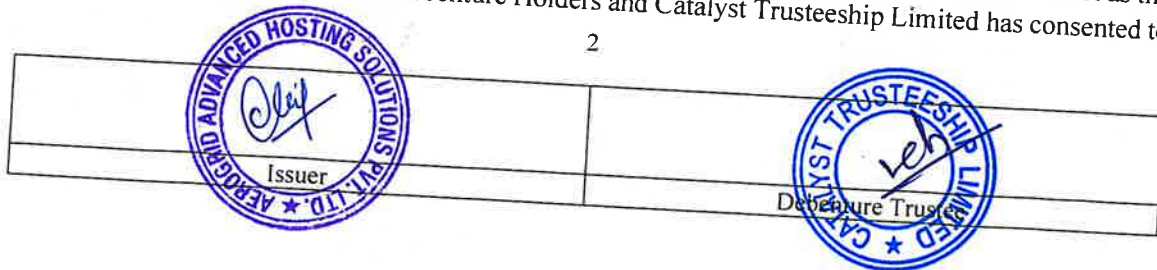
AND

**CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and a validly existing company under the Companies Act, 2013, with corporate identification number U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No.85, S. No. 94 & 95, Bhusari Coiony (Right), Kothrud, Pune 411 038, Maharashtra, India and branch office at Office No. 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110 001, India (the "**Debenture Trustee**", which expression shall include its successors and permitted assigns) of the **OTHER PART**.

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

### WHEREAS

- A. The Issuer proposes to issue rupee denominated, listed, rated, secured, transferable, redeemable non-convertible debentures, each having a face value of INR 1,00,000 (Indian Rupees One Lakh only) for an aggregate principal amount of up to INR 1640,00,00,000 (Indian Rupees One Thousand Six Hundred Forty Crores only), on a private placement basis, to be issued in one or more tranches ("**Debentures**"), each in accordance with the terms and conditions set out in the debenture trust deed dated on or about the date of this Agreement and executed between the Debenture Trustee and the Issuer ("**Debenture Trust Deed**") and the Debenture Regulations notified by SEBI, from time to time.
- B. Pursuant to the resolution of the board of directors dated April 22, 2025, the Issuer is authorized to duly issue the Debentures and duly create security for securing its payment obligations in relation to the Debentures in accordance with the terms of the Debenture Trust Deed.
- C. Pursuant to the Debenture Regulations and other Applicable Laws, the Issuer is required to appoint a debenture trustee for the benefit of the Debenture Holders. Catalyst Trusteeship Limited is registered with SEBI as a debenture trustee under the Debenture Trustee Regulations. Accordingly, the Issuer has approached Catalyst Trusteeship Limited to act as the debenture trustee for the Debenture Holders and Catalyst Trusteeship Limited has consented to



act as the debenture trustee for the benefit of the Debenture Holders in relation to the proposed issue of the Debentures vide letter no. CL/DEB/24-25/2484 and dated March 05, 2025 ("Consent Letter") annexed herewith as Annexure A (*Consent Letter*).

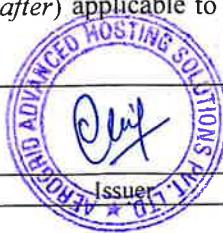

- D. The Debenture Trustee confirms that it is validly registered with SEBI as a debenture trustee under the Debenture Trustee Regulations having a valid and subsisting registration, pursuant to a certificate of registration bearing reference number IND0000000034 dated July 29, 2016, to act as a debenture trustee.
- E. Accordingly, the Parties have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out and under the Debenture Trust Deed.

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

**1. Definitions and Interpretation**

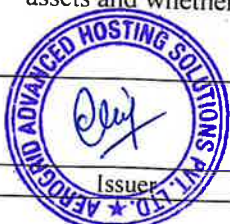

- (a) Capitalised words and expressions used herein and not defined shall have the meaning assigned to such words and expressions in the Debenture Trust Deed.
- (b) Unless the context otherwise requires, the provisions of clause 1.2 (*Construction*) of the Debenture Trust Deed shall apply to this Agreement *mutatis mutandis* as though they were set out in full in this Agreement.

2. The Issuer hereby appoints Catalyst Trusteeship Limited as the Debenture Trustee for the benefit of the Debenture Holders in respect of the Debentures aggregating to up to INR 1640,00,00,000 (Indian Rupees One Thousand Six Hundred Forty Crores only) to be issued by the Issuer in one or more tranches and Catalyst Trusteeship Limited hereby agrees to act as the Debenture Trustee for the Debenture Holders pursuant to the Consent Letter. The Debenture Trustee and the Issuer 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 agrees to act as the 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 at all times only act in accordance with the instruction of the Debenture Holders in accordance with Debenture Trust Deed and the other transaction documents.
3. The Debenture Trust Deed shall be finalized by the Parties and consist of two parts: Part A containing statutory or standard information pertaining to the Issue *inter alia* consisting of clauses pertaining to applicable requirements in accordance with the Applicable Law; and Part B containing details specific to the Issue.
4. The Issuer hereby declares and confirms that the proposal to create a charge or security in respect of Debentures shall be disclosed in the relevant Disclosure Documents to be issued to the Debenture Holders or any other disclosure document in relation to the issue of the Debentures, in each case, as may be required in accordance with Relevant Laws (*as defined hereinafter*) applicable to issuance and allotment of the Debentures. The Secured Assets on

 Issuer	 Debenture Trustee
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which charge is proposed to be created are free from any Security Interest (other than the Permitted Security Interest) prior to making the listing application to the relevant Stock Exchange in respect of the Debentures.

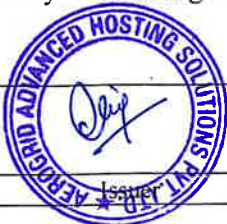

5. The Issuer shall execute the Debenture Trust Deed and the Security Documents required for creation of Security over the Secured Assets, prior to filing of the application for listing of the Debentures, in accordance with the Debenture Regulations. The Security so created over the Secured Assets under the Security Documents shall be registered with the relevant Registrar of Companies, CERSAI, the Depository or any other institution, as applicable, within the timelines set out in the Debenture Trust Deed, and in any case, within 30 (thirty) days from the date of creation of such Security.
6. The Issuer shall comply with the provisions of Debenture Regulations, Listing Agreement, (each as amended from time to time) and other applicable provisions under Applicable Laws ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued listing of the Debentures until redemption in full of the Debentures. Further, the Issuer undertakes to comply with all regulations, provisions and guidelines of other regulatory authorities in respect of allotment of debentures till redemption of such Debentures.
7. The Issuer hereby declares and confirms that the Issuer and/or any person in Control of the Issuer has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
8. The Issuer 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 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 obligations enforceable against the Issuer.
9. The Debenture Trustee confirms that it is not disqualified or prohibited from being appointed as the debenture trustee in connection with the issuance of the Debentures due to any reasons specified under any Applicable Laws and is eligible to act as a debenture trustee in connection with the issuance of the Debentures in terms of the Debenture Trustee Regulations.
10. Documents required to be submitted prior to or simultaneously with execution of this Agreement:  
  
The Issuer shall duly submit 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 including in connection with verification of the security creation, contractual comforts and the required asset cover for the Debentures, simultaneously with or prior to the execution of this Agreement.
11. Terms of carrying out due diligence:
  - (a) The Debenture Trustee, either through itself or its agents, advisors or 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, which may be required to create

 Issuer	 Debenture Trustee
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the Security as stipulated in the relevant Disclosure Documents and the Relevant Laws, have 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 or 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 or management consultants appointed by the Debenture Trustee.



- (b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the relevant Registrar of Companies, relevant Sub-registrar of Assurances (as applicable), CERSAI, the Depository, 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 or disclosed.
  - (c) Further, in the event that the existing charge holders or the concerned trustee on behalf of the existing charge holders, have provided conditional consents or permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders about the proposal of creation of further encumbrance and seeking their comments or objections, if any.
  - (d) 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.
  - (e) The Debenture Trustee shall have the power to either independently appoint or direct the Issuer to (after consultation with the Debenture Trustee) 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. All actual and mutually agreed (in writing) costs, charges, fees and expenses that are directly associated with and incurred in relation to the diligence as well as preparation of the reports, certificates, or documentation, including all pre-mutually agreed (in writing) out of pocket expenses towards appointing the aforementioned intermediaries, legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.
12. 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 pre-agreed legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur, at actuals, in relation to execution of the Debenture Trust Deed and all other Transaction Documents executed or to be executed to give effect to the creation of Security for securing the Debentures, in accordance with Clause 21.3 (*Stamp Taxes, Costs*

	
Issuer	Debenture Trustee





and Expenses) of the Debenture Trust Deed. The remuneration of the Debenture Trustee shall be as per the Consent Letter (as may be amended or modified from time to time).

13. The Issuer will pay interest on the arrears of instalments of annual service charges, if any and/or delay in reimbursement of cost, charges and expenses at the rate of 16% (sixteen per cent) per annum or the relevant interest rate prescribed in accordance with the Micro, Small and Medium Enterprises Development Act, 2006 ("**MSME Act**") (whichever is higher), compounded on an annual basis, calculated from the date of completion of 45 (forty five) days from the date of receipt of invoice by the Issuer or such other extended timeline as may be permitted under MSME Act, until the day such amounts are actually paid by the Issuer.
14. The Issuer undertakes to promptly furnish all and any 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 Debenture Documents;
  - (b) the necessary corporate authorisations (including certified true copies of the resolution(s)) necessary for the issuance and allotment of the Debentures and for creation of the Security;
  - (c) certificate issued by the Registrar of Companies in relation to the charge created to secure the Debentures;
  - (d) proof of credit of the Debentures in favour of the Debenture Holders in accordance with the timelines set out in the Debenture Trust Deed;
  - (e) details of the Depository;
  - (f) letters from the account bank with whom the Subscription Monies are deposited;
  - (g) latest annual report of the Issuer;
  - (h) each Security Document executed in relation to the Debentures;
  - (i) confirmation or proofs of payment of the any part of the Debt paid to the Debenture Holders on the relevant Due Dates as per the terms of the Debenture Trust Deed, the Relevant Laws and any other Applicable Laws;
  - (j) statutory auditor's certificate for utilization of the Subscription Monies;
  - (k) statutory auditor's certificate, on a half-yearly basis giving the value of book debt and receivables, including compliance with the covenants of the relevant Disclosure Documents, in case where listed debt securities are secured by way of receivables;
  - (l) information to enable the Debenture Trustee to carry out the necessary due diligence

	
Issuer	Debenture Trustee

and monitor the asset cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of Security for the Debentures, if any, debenture redemption reserve and the Recovery Expense Fund;

- (m) periodical reports or information on quarterly, half yearly or annual basis as required to be submitted to the relevant stock exchange under the Relevant Laws;
  - (n) beneficiary position reports as provided by the RTA;
  - (o) approval for listing of the Debentures from the relevant Stock Exchange;
  - (p) listing application along with the required details or annexures submitted to the relevant Stock Exchange;
  - (q) acknowledgement of filing the relevant Disclosure Documents with the relevant Stock Exchange;
  - (r) final listing and trading approval from the relevant Stock Exchange;
  - (s) 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 or confirmation from the Stock Exchange on the amount of such fund maintained and the mode of maintenance;
  - (t) bank account details of the Issuer along with copy of pre-authorisation letter issued by the Issuer to its banker in relation to the payment of the Redemption Amount;
  - (u) all other approvals or reports as required under the Relevant Laws and any circular issued by the stock exchanges or the SEBI governing the issue and allotment of the Debentures, as may be applicable to the Issuer; and
  - (v) such other documents as may be reasonably required by the Debenture Trustee.
15. Notwithstanding anything to the contrary contained in the Debenture Trust Deed, the Debenture Trustee undertakes that for so long as it is acting as the Debenture Trustee, it shall:
- (a) not do any act or deed which will disqualify it from acting as the Debenture Trustee; and
  - (b) ensure that it continues to satisfy the eligibility criteria for it to act as the Debenture Trustee under the Debenture Trustee Regulations and other Applicable Laws.
16. The Debenture Trustee represents and warrants that:
- (a) it is duly organised and validly existing under the laws of India and has full power and authority to enter into the Debenture Trust Deed and other Transaction Documents to which it is a party and to perform its obligations under the Debenture Trust Deed and other Transaction Documents to which it is a party in accordance with their respective

 Issuer	 Debenture Trustee
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terms;

- (b) the Debenture Trust Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (c) there are no pending proceedings for the dissolution, bankruptcy, liquidation, insolvency or rehabilitation of it whether voluntary or involuntary and to the best of its knowledge, there are no reasonable grounds on which a petition or application could be based for winding up or appointment of a Receiver;
- (d) it does not beneficially hold any shares in the Issuer and/or the Group;
- (e) it is not a promoter, director or key managerial personnel or any other officer or an employee of the Issuer or any member of the Group, or its associate company, if any;
- (f) it is not beneficially entitled to monies which are to be paid by the Issuer otherwise than as remuneration payable to the Debenture Trustee;
- (g) it is not indebted to the Issuer, or any of its Affiliate, or its associate company, if any;
- (h) it has not furnished any guarantee in respect of the principal debts secured by the Debentures or interest thereon;
- (i) it does not have any pecuniary relationship with the Issuer amounting to 2% (two per cent) or more of its gross turnover or total income or INR 50,00,000 (Indian Rupees Fifty Lakhs Only) or such higher amount as may be prescribed, whichever is lower, during the 2 (two) immediately preceding Financial Years or during the current Financial Year;
- (j) it is not a related party of the Issuer and/or the Group; and
- (k) it is not likely to have conflict of interest in any other manner.

17. 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 made in the relevant Disclosure Documents are true and correct.
- (c) All disclosures made in the relevant Disclosure Documents with respect to creation of Security are in confirmation with the clauses of this Agreement and the Debenture Trust Deed.
- (d) The Issuer undertakes and acknowledges that the Debenture Trustee and any other

	
Issuer	Debenture Trustee



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.

- (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 as well as all details in relation to the assets of the Issuer and all third party security providers, guarantors and other undertaking providers (as applicable), in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit, subject to the terms of confidentiality under the Debenture Trust Deed. The Issuer agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

18. The Debenture Trust Deed shall set out all other rights, powers and obligations of the Debenture Trustee including, the terms of appointment of the Debenture Trustee, settlement and declaration of the trust, terms and conditions of the Debentures, representations and warranties of the Issuer, event of defaults under the Debentures, covenants of the Issuer and provisions on the retirement and removal of the Debenture Trustee.
19. This Agreement is entered into in compliance with the provisions of Regulation 13 of the Debenture Trustee Regulations and other provisions of Relevant Laws.



#### Other Terms and Conditions

20. 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 or invested by investors for the Debentures.
21. The Issuer confirms that all necessary disclosures shall be made in the relevant Disclosure Documents including but not limited to statutory and other regulatory disclosures.
22. 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 the Redemption Amounts due to the Debenture Holders. Further, the Issuer hereby undertakes that it shall preauthorize the Debenture Trustee to seek debt redemption payment related information from the relevant account bank.
23. The Issuer further confirms that:
- (a) all covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the Debenture Trustee, etc.) are disclosed in the relevant Disclosure Documents; and
- (b) 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 relevant Disclosure Documents.

	
Issuer	Debenture Trustee





24. The Issuer hereby agrees and undertakes that all actual 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.
25. The Issuer shall, pay on demand, all actual costs and expenses (including pre-agreed 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 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, at actuals. 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 in accordance with Applicable Law.
26. 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.
27. 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 in pdf by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.
28. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies and amounts due in respect of the Debentures have been fully redeemed and paid-off and all the requisite formalities for satisfaction of charge in all respects, have been complied with or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed.
29. The Debenture Trustee shall perform its duties and obligations with due care, diligence and in the best interest of the Debenture Holders, and exercise its rights and discretions and act in accordance with the terms of the Debenture Trust Deed and other transaction documents entered into in relation to the Debentures and shall further conduct itself and comply with the provisions of the Debenture Regulations and all other Applicable Laws provided that, the provisions of Section 20 of the Indian Trusts Act, 1882 shall not be applicable to the Debenture Trustee.
30. This Agreement shall be governed by and shall be construed in accordance with the existing laws of India. 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

	
<p>Issuer</p>	<p>Debenture Trustee</p>

connection with this Agreement may be brought before such courts.

31. 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 subject to and in accordance with the terms of the Debenture Trust Deed.
32. Every provision contained in this Agreement shall be severable and distinct from every other provision of this Agreement and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby nor the validity or enforceability in other jurisdictions of that or any other term or provision shall be in any way affected or impaired.
33. The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.
34. 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.

*[Rest of this page has been intentionally left blank.]*

 Issuer	 Debenture Trustee
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## SIGNATURE PAGE TO THE DEBENTURE TRUSTEE AGREEMENT

IN WITNESS WHEREOF the Common Seal of the Issuer has been hereunto affixed, and the Debenture Trustee has caused these presents to be executed by its authorised officer the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by and on behalf of  
**AEROGRIID ADVANCED HOSTING  
SOLUTIONS PRIVATE LIMITED**, the within-  
named **ISSUER** pursuant to the board resolution  
dated April 22, 2025, by the hands of  
CHIRAG SINGHAL

its  
authorized official, who has signed these presents in  
token thereof.



### Notice details:

**Address:** Tower 1, 15th floor, 1501 B, One  
World Centre, Senapati Bapat  
Marg, Prabha Devi, Delisle Road,  
Mumbai - 400013, Maharashtra,  
India

**Phone:** +91 022 6280 5000

**Email:** info@nexusmall.com

**Attention:** Mr. Chirag Singhal

**Signatory Name:** CHIRAG SINGHAL

**Designation:** AUTHORISED SIGNATORY

**SIGNATURE PAGE TO THE DEBENTURE TRUSTEE AGREEMENT**

**SIGNED AND DELIVERED** by and on behalf of  
**CATALYST TRUSTEESHIP LIMITED** the  
within-named **DEBENTURE TRUSTEE**, by the  
hands

Mr. Vihang Chavan  
its authorised signatory.

**For CATALYST TRUSTEESHIP LIMITED**

V. Chavan  
**Authorised Signatory**

**Notice details:**

**Address:** Unit No-901, 9th Floor, Tower-B,  
Peninsula Business Park, Senapati  
Bapat Marg, Lower Parel (W),  
Mumbai – 400 013, Maharashtra,  
India

**Phone:** +91 22 4922 0555

**Attention:** Mr. Umesh Salvi, Managing  
Director

**Email:** ComplianceCTL-  
Mumbai@ctltrustee.com

**Fax:** +91 22 4922 0555

**Signatory Name:** Vihang Chavan

**Designation:** Authorised Signatory



CL/DEB/24-25/2484

Date : 05-Mar-2025

To,  
Neha Desai,  
Aerogrid Advanced Hosting Solutions Private Limited,  
Embassy 247, Unit no. 501, B Wing,,  
LBS Marg, Vikhroli (West),  
Mumbai,  
Maharashtra,  
India 400083.

Dear Sir/ Madam,

**Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 1800.00 Crores**

We refer to your letter dated 05.03.2025 , requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI ( Debenture Trustee ) Regulations, 1993, SEBI ( Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



**Name : Suyash Sawant**

**Designation : Assistant Manager**

**CATALYST TRUSTEESHIP LIMITED** (FORMERLY GDA TRUSTEESHIP LIMITED)

An ISO 9001 Company

Mumbai Office : Unit No- 901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W) Mumbai - 400013 Tel : +91 (022) 4922 0555 Fax : +91 (022) 4922 0505

Regd. Office : GDA House, Plot No. 35, Bhusari Colony (Right), Paud Road, Pune 411 038 Tel : +91 (020) 25280081 Fax : +91 (020) 25280275

Delhi Office : Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel : 11 430 2945705

CIN No. U74999PN1997PLC110262 Email : dt@ctitrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai



**Annexure A****Fee Structure for transaction CL/DEB/24-25/2484**

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 200,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 200,000.00

Annually Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable. The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For Aerogrid Advanced Hosting Solutions Private Limited




Name : Suyash Sawant

Designation : Assistant Manager



Name : CHIRAG SINGHAL

Designation: AUTHORISED SIGNATORY

