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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

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Certificate No.	:	IN-DL77462674923657Y
Certificate Issued Date	:	17-Aug-2026 04:47 PM
Account Reference	:	IMPACC (IV)/ dl806203/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL80620357317753318707Y
Purchased by	:	Mangal Credit and Fincorp Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Mangal Credit and Fincorp Limited
Second Party	:	Catalyst Trusteeship Limited
Stamp Duty Paid By	:	Mangal Credit and Fincorp Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

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₹500

IN-DL77462674923657Y

Please write or type below this line

This document forms an integral part of Debenture Trustee Appointment Agreement executed between Mangal Credit and Fincorp Limited and Catalyst Trusteeship Limited

For Mangal Credit And Fincorp Ltd.

(Authorised Signatory/Director)

For CATALYST TRUSTEESHIP LIMITED

Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

Dated 21st day of August, 2026

BETWEEN

MANGAL CREDIT AND FINCORP LIMITED
(as the **"Issuer"** or **"Company"**)

AND

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

Mangal Credit and Fincorp Limited as the "Issuer"	Catalyst Trusteeship Limited as the "Debenture Trustee"

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

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

MANGAL CREDIT AND FINCORP LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of Companies Act 2013 and registered with the Reserve Bank of India as a non-banking finance company with corporate identification number - L65990MH1961PLC012227 and having its registered office at 1701/1702,17th Floor, 'A' Wing, Lotus Corporate Park Western Express Highway, Goregaon (E), Mumbai, Maharashtra - 400063, India (hereinafter referred to as the **"Issuer"** or **"Company"**, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 with corporate identification number - U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune, Maharashtra - 411038, India, acting through its corporate office at Unit No - 901, 9th Floor, Tower - B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, India, duly registered as a debenture trustee with the Securities and Exchange Board of India (hereinafter referred to as the **"Debenture Trustee"**, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**.

(The Issuer and the Debenture Trustee shall be individually referred to as a **"Party"** and collectively as the **"Parties"**).

WHEREAS:

(A) With a view to raising debt for onward lending and general corporate purposes of the Issuer, pursuant to authorization granted by the resolution of its board of directors dated August 14, 2026, the Issuer proposes to issue and allot up to 3,500 (Three Thousand Five Hundred) fully paid, senior, secured, rated, listed, redeemable, taxable non-convertible debentures, each having a face value INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 35,00,00,000/- (Indian Rupees Thirty Five Crore Only), on a private placement basis (**"Issue"**) in terms of the debenture trust deed to be executed between the Issuer and the Debenture Trustee (**"Debenture Trust Deed"**), General Information Document and Key Information Document and other transaction documents (**"Transaction Documents"**).

(B) Pursuant to the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (**"Debenture Trustees Regulations"**) Act and the SEBI Debenture Trustees Circular, 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 Debenture Holders and the Debenture Trustee has, vide its letter dated **August 17, 2026** having reference number **CL/DEB/26-27/795** consented to act as the debenture trustee, for the benefit of the Debenture Holders

Mangal Credit and Fincorp Limited as "the Issuer"	Catalyst Trusteeship Limited as the "Debenture Trustee"

to secure the payment and other obligations of the Issuer in respect of the Issue as set out in the **Annexure** hereto, on the terms and conditions agreed upon and hereinafter set out.

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

1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.1 Definitions

In these presents, except as otherwise provided or unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the meanings assigned to them under the Debenture Trust Deed:

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

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

Additionally, the day on which payment of interest / redemption with respect to debt securities falls due, it has been decided that interest / redemption payments shall be made only on the days when the money market is functioning in Mumbai, India.

"Business Days" shall be construed accordingly.

"Debenture Holders" shall mean holders of the Debentures.

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

"SEBI Debenture Trustees Master Circular" means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, titled "Master Circular for Debenture Trustees" as amended from time to time.

"SEBI NCS Master Circular" means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, titled "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" as amended from time to time.

1.2 Principles of construction

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

Mangal Credit and Fincorp Limited as the "Issuer"	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

2. APPOINTMENT OF TRUSTEE

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

2.2 The Issuer shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for its services as agreed between the Issuer and the Debenture Trustee and set out in the fee letter dated **August 17, 2026,** having reference number **CL/DEB/26-27/795** for their services as Debenture Trustee in addition to all legal, traveling, out of pocket expenses and other costs, charges and expenses which the Debenture Trustee or their officers or employees may incur in connection with carrying out their duties under the Transaction Documents.

2.3 Arrears of instalments of annual service charges, if any, shall carry interest at the rate specified in fee letter till the actual payment. The Issuer will pay interest on the arrears of the amounts at 16% (sixteen percent) per annum or applicable interest rate under the Micro, Small and Medium Enterprises Development Act, 2006, whichever is higher, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly rests.

3. COVENANTS

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

3.2 The Issuer shall execute the Debenture Trust Deed in Form SH.12 (or in a format as close as possible to Form SH.12) as prescribed under the Act including such other clauses as may be required under the Applicable Law.

3.3 As the Debentures are to be secured, the Issuer shall create security over such of its receivables in favour of the Debenture Trustee on such terms and conditions as disclosed in the General Information Document, the Key Information Document and other Transaction Documents. The security so created pursuant to the security documents shall be registered (if required) with the registrar of companies (ROC), central registry of securitization asset reconstruction and security interest (CERSAI), depository or any other institution, as applicable, within 30 (thirty) days of creation of such charge or such other timeline as set out in the Transaction Documents.

3.4 The Issuer shall comply with the provisions of the Debenture Trustees Regulations, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, SEBI NCS Master Circular, SEBI Debenture Trustees Master Circular, listing agreement executed with the stock exchange and other applicable provisions under applicable laws, regulations and guidelines, as amended from time to time (**"Relevant Laws"**) in connection with the issuance, allotment, listing and continued compliance of the Debentures until the redemption in full of all the Debentures. Further the Issuer undertakes to comply with all

Mangal Credit and Fincorp Limited **as "The Issuer"**	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

regulations/ provisions of the Act and guidelines of other regulatory authorities in respect of allotment of the Debentures till redemption.

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

3.6 The Debenture Trustee, "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.

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

(a) Date of actual allotment of the Debentures;

(b) Amounts raised under the Issue; and

(c) List of Debenture Holders.

3.8 The Issuer hereby declares and confirms that the Issuer or the person in control of the Issuer have not been restrained or prohibited or debarred by the Securities and Exchange Board of India from accessing the securities market or dealing in securities.

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

The terms of this Agreement shall be effective only upon the submission by the Issuer of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws, including in connection with verification of the security and the required security cover for the Debentures, which is undertaken by the Issuer to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Issuer shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as set out in **Schedule 1** *(Information/Documents to be provided by the Issuer, prior to entering into this Agreement)* hereto.

3.10 Terms of carrying out due diligence prior to the issue of Debentures:

(a) The Debenture Trustee, either through itself or its agents / advisors / consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Key Information Document and the Relevant Laws, has been obtained. For carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents/ advisors/consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors/ valuers/ consultants/ lawyers/ technical experts / management consultants appointed by the Debenture Trustee;

(b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the ROC, CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in

Mangal Credit and Fincorp Limited as the "**Issuer**"	**Catalyst Trusteeship Limited** as the "**Debenture Trustee**"

relation to the assets of the Issuer for securing the Debentures, are registered / disclosed;

(c) Further, in the event that existing charge holders and/or the concerned trustee on behalf of the existing charge holders (if any), have provided conditional consent / permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders (if any) about proposal of creation of further encumbrance;

(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 by the (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; and

(e) The Debenture Trustee shall have the power to either 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 required under the Relevant Laws. 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.

3.11 Information accuracy and storage:

(a) The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee (including under the Key Information Document) are true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;

(b) All disclosures made in the Key Information Document with respect to creation of security are in conformation with the clauses of this Agreement;

(c) The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures; and

(d) 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 third party security providers, guarantors and other undertaking providers, 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.

Mangal Credit and Fincorp Limited **as the "Issuer"**	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

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

3.13 The Issuer hereby agrees and undertakes to comply with all regulations and/or provisions of the Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures till redemption.

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

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

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

3.17 Authorization and Consents

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

4. NOTICES

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

Issuer:

MANGAL CREDIT AND FINCORP LIMITED

Attention	:	Mr. Hardik Meghraj Jain
Address	:	1701/1702,17th Floor, 'A' Wing, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai, Maharashtra - 400063, India
Email	:	compliance@mangalfincorp.com
Fax	:	-
Telephone	:	022 – 4246 1300 / +91 7728081925

Mangal Credit and Fincorp Limited as the "**Issuer**"	**Catalyst Trusteeship Limited** as the "**Debenture Trustee**"

Mangal Credit and Fincorp Ltd

CATALYST ... LIMITED

Debenture Trustee:

CATALYST TRUSTEESHIP LIMITED

Attention	:	Mr. Umesh Salvi - Managing Director
Address	:	901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013
Email	:	ComplianceCTL-Mumbai@ctltrustee.com
Fax	:	022-4922 0505
Telephone	:	022-4922 0555

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

5. **GOVERNING LAW**

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

6. **JURISDICTION**

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

6.2 The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at Mumbai, India and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the courts and tribunals at Mumbai, India shall be conclusive and binding upon them may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a

Mangal Credit and Fincorp Limited as the "Issuer"	**Catalyst Trusteeship Limited as the "Debenture Trustee"**

certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by.

6.3 Nothing contained in this Clause of this Agreement, shall limit any right of the Debenture Trustee to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and 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.

6.4 The Issuer hereby consents generally in respect of any proceedings arising out of or in connection with any Transaction Documents to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

6.5 Smart online dispute resolution

(a) Further to the applicable provisions of the SEBI DT Regulations, SEBI's master circular on online dispute resolution dated December 28, 2023 as amended from time to time and such other Applicable Laws (collectively referred to as the **"SEBI ODR Regulations"**), any dispute solely in relation to activities of the Debenture Trustee in relation to the Debentures that are within the mandatory scope of the SEBI ODR Regulations, to the extent applicable, will be resolved in accordance with the provisions thereunder through online conciliation and/or online arbitration under the online portal.

(b) The provisions of this Clause 6.5 must be read harmoniously with the other provisions of this Agreement and the other Transaction Documents and in case of any inconsistencies between the provisions of this Clause 6.5 and the other provisions of this Agreement and the other Transaction Documents, Clause 5 (*Governing Law*) and Clause 6.1 to Clause 6.4 (*Jurisdiction*) shall prevail to the extent of the inconsistency pursuant to this Clause, unless the issue mandatorily falls within the scope of the SEBI ODR Regulations.

7. MISCELLANEOUS

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

7.2 The Issuer shall pay, and in any event before any interest or penalty becomes payable, any stamp duty, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.

7.3 Counterparts

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

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

Mangal Credit and Fincorp Limited as the **"Issuer"**	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

Mangal Credit And Fincorp Ltd

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

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

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

7.4 **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**") more particularly mentioned in Annexure [*] hereto 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 Debenture

Mangal Credit and Fincorp Limited as the "**Issuer**"	**Catalyst Trusteeship Limited** as the "**Debenture Trustee**"

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.

Mangal Credit and Fincorp Limited as the "Issuer"	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

Mangal Credit and Fincorp Ltd

CATALYST ... LIMITED

SCHEDULE 1

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

1) Details of/ information in relation to the assets on which charge is proposed to be created including:
   (a) Details of movable properties/Hypothecated Assets on which charge is proposed to be created;
   (b) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and
   (c) Copy of evidence of registration with the ROC.

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

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

Mangal Credit and Fincorp Limited as the **"Issuer"**	**Catalyst Trusteeship Limited** as the **"Debenture Trustee"**

SCHEDULE 2

LIST OF DOCUMENTS TO BE PROVIDED TO THE DEBENTURE TRUSTEE

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

2) A certified true copy of the resolution of the Board for the Debentures and inter alia with respect to:

   (a) approving the borrowings by way of issue of Debentures as contemplated by Transaction Documents;

   (b) approving the creation of security interest in accordance with the provisions of the Transaction Documents;

   (c) appointment of Catalyst Trusteeship Limited as Debenture Trustee;

   (d) approving the terms and execution of, and the transactions contemplated by the Transaction Documents;

   (e) authorising a director or directors or other authorised executives to execute the Transaction Documents;

   (f) to appoint the other intermediaries in relation to the issue of Debentures; and

   (g) authorising a Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Transaction Documents.

3) A certified copy of a special resolution of the shareholders of the Company under Section 180(1)(a) and Section 180(1)(c) of the Companies Act.

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

5) A certificate from the authorised officer of the Issuer setting out the following:

   (a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories;

   (b) that the Issuer has necessary powers under the Charter Documents of the Issuer to borrow monies by way of issue of the Debentures;

   (c) that no consents and approvals are required from the Issuer from its creditors or any Governmental Authority or any other person for the issuance of Debentures;

   (d) that the representations and warranties contained in the Debenture Trust Deed and the Transaction Documents are true and correct in all respects;

   (e) no Event of Defaults or potential Event of Default has occurred or is subsisting;

   (f) no Material Adverse Effect has occurred;

   (g) no investor or shareholder consent and /or approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents and /or instruments entered into by the Issuer and its shareholders or investors, is

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required by the Issuer to enter into or perform its obligations under the Transaction Documents;

(h) the present issue of Debentures is within the limits authorised by the Board and the shareholders in the board resolution and the shareholders resolution respectively and that the same as still valid, binding and subsisting and have not been rescinded; and

(i) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders or investors of the Issuer.

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

7) The Issuer shall have executed the following in the manner and form as required by the Debenture Trustee:

(a) this Agreement;

(b) Debenture Trust Deed;

(c) Deed of Hypothecation;

(d) Deed of Personal Guarantee; and

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

8) A copy of Debenture Trustee Consent Letter from the Debenture Trustee.

9) The Issuer shall have circulated the General Information Document and Key Information Document for the issue of the Debentures.

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

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

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

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

14) A "know your customer" document for each of the Personal Guarantors to be provided to the satisfaction of the Debenture Trustee/Debenture Holders along with their respective net-worth certificate.

15) The latest Financial Statements for the previous Financial Year.

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

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

18) An end-use certificate from an Statutory Auditor / independent Chartered Accountant, certifying the heads under which funds have been utilized in accordance with Transaction Documents.

19) Copy of filed Form CHG-9 as per the Act, or such other form as may be prescribed with the relevant Registrar of Companies to be filed by the Issuer in relation to the Security created over the Hypothecated Assets and such other forms as required for the perfection of security.

20) Confirmation/proofs of payment of interest and principal amount made to the Debenture holders on the applicable due dates.

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

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

23) Listing and trading permission from the Stock Exchange.

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

25) Security Cover Certificate, if required.

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

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Annexure

Debenture Trustee Consent Letter

CATALYST
Believe in yourself... Trust us!

CL/DEB/26-27/795

Date: 17-Aug-2026

To,

<u>MANGAL CREDIT AND FINCORP LIMITED,</u>
1701/1702, 17th Floor, A-Wing, Lotus Corporate Park,
Western Express Highway, Goregaon East,
Mumbai, Maharashtra, India 400063.

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 ₹ 35.00 Crores

We refer to your Email dated 17.08.2026, 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,

K.K. Pardeshi

Name: Krishna Pardeshi

Designation: Senior Manager

Mangal Credit and Fincorp Limited as the "Issuer"	Catalyst Trusteeship Limited as the "Debenture Trustee"

Annexure A

1.Fee Structure for transaction CL/DEB/26-27/795

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 60,000.00
Annual Trusteeship Fees (Amount)	₹ 60,000.00

Annual 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 signed copy of this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

For Catalyst Trusteeship Limited

K.K.Pardeshi

Catalyst Trusteeship Limited

Name: Krishna Pardeshi
Designation: Senior Manager

We accept the above terms.

For Mangal Credit and Fincorp Limited

Mangal Credit And Fincorp Ltd

Name: HARDIK JAIN
Designation: EXECUTIVE DIRECTOR
DIN :- 07871480

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

SIGNED AND DELIVERED BY THE ISSUER	)	
MANGAL CREDIT AND FINCORP LIMITED	)	
pursuant to the board resolution passed at its meeting	)	
held on **14th August, 2026**	)	For Mangal Credit And Fincorp Ltd.
and by the hand of	)	
Hardik Meghraj Jain	)	(Authorised Signatory/Director)
(Authorised Signatory)	)	
who has signed in token thereof	)	
set his hand hereto been affixed hereto	)	

SIGNED AND DELIVERED BY)

CATALYST TRUSTEESHIP LIMITED)

in its capacity as Debenture Trustee)

by the hands of)

its authorised official)

)

For CATALYST TRUSTEESHIP LIMITED

Authorised Signatory