

513/14797

पावती

Original/Duplicate

Monday, November 14, 2022

नोंदणी क्र. :39म

4:30 PM

Regn.:39M

पावती क्र.: 15848 दिनांक: 14/11/2022

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: बदर17-14797-2022

दस्तऐवजाचा प्रकार : विश्वस्तलेख

सादर करणाऱ्याचे नाव: बिकॉन ट्रस्टीशिप लिमिटेड - ट्रस्टी तर्फे ऑथोराईज्ड सिप्रेटरी पायल भायानी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1040.00

पृष्ठांची संख्या: 52

एकूण:

रु. 2040.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

4:48 PM ह्या वेळेस मिळेल.

वाजार मूल्य: रु.0/-

मोबदला रु.1000/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रकम: रु.1040/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1411202208167 दिनांक: 14/11/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH010511925202223E दिनांक: 14/11/2022

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

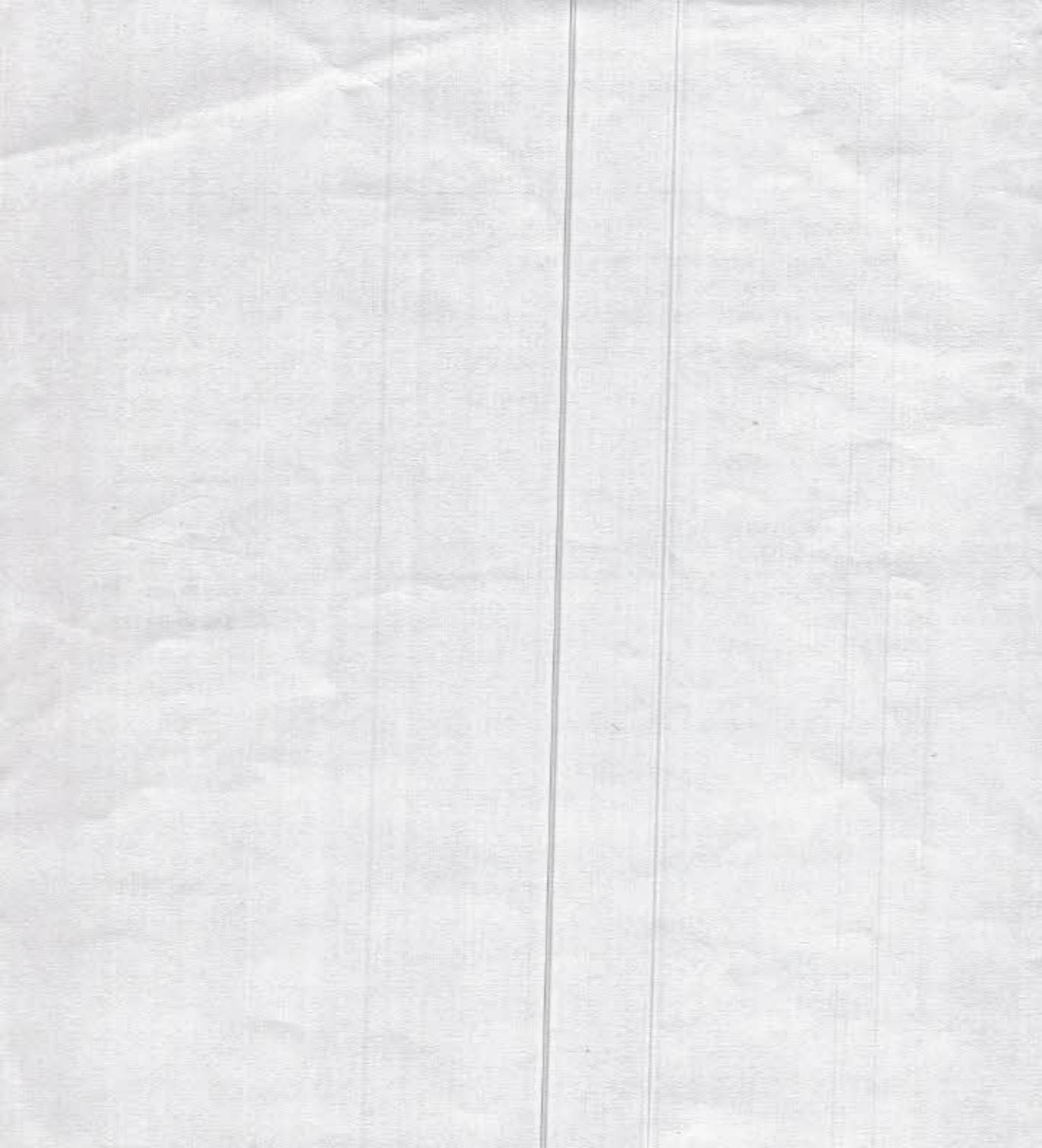
1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

P.R. Bhushi

21/11/2022

सह.दु.नि.का.अंधेरी-6

सह. कुलपति निदेशक, अंधेरी - 6  
मुंबई अभियंत्रण विभाग.





सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 14797/2022

नोंदणी :

Regn:63m

14/11/2022

गावाचे नाव : बांद्रा

(1) विलेखाचा प्रकार	विध्वस्तलेख
(2) मोबदला	1000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	0
(4) भू-मापन, पोट्टिस्मा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: पीआयआयजी एसडीआय 4 ट्रस्ट या नावाने ट्रस्ट स्थापन करण्यात येत आहे. तसेच दस्तात नमूद केल्याप्रमाणे. ( ( Survey Number : 0 ; ) )
(5) क्षेत्रफळ	1) 0 NA
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तगेवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-विकॉन ट्रस्टीशिप लिमिटेड - सेटलर तर्फे ऑथोराईज्ड मिग्रेटरी पायल भायानी बय:-, पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ४ सी व डी, सिद्धिविनायक चेंब्यर्म,, ब्लॉक नं:-, रोड नं:- गांधी नगर, एमआयजी क्रिकेट क्लब समोर, बांद्रा (पूर्व), मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-AAGCB5444C 2): नाव:-विकॉन ट्रस्टीशिप लिमिटेड - ट्रस्टी तर्फे ऑथोराईज्ड मिग्रेटरी पायल भायानी बय:-, पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ४ सी व डी, सिद्धिविनायक चेंब्यर्म,, ब्लॉक नं:-, रोड नं:- गांधी नगर, एमआयजी क्रिकेट क्लब समोर, बांद्रा (पूर्व), मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-AAGCB5444C
(8) दस्तगेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तगेवज करून दिल्याचा दिनांक	14/11/2022
(10) दस्त नोंदणी केल्याचा दिनांक	14/11/2022
(11) अनुक्रमांक, खंड व पृष्ठ	14797/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	1000
(14) श्रेण	



सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



21/11/2022  
सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा.

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BEACON TRUSTEESHIP LIMITED	eChallan	03006172022111400199	MH010511132202223E	500.00	SD	0005229929202223	14/11/2022
2		DHC		1411202208167	1040	RF	1411202208167D	14/11/2022
3		eChallan		MH010511925202223E	1000	RF	0005229940202223	14/11/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



CHALLAN  
MTR Form Number-6



GRN	MH01051113220223E	BARCODE			Date	14/11/2022-11:11:06	Form ID			
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)						
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	BEACON TRUSTEESHIP LIMITED					
Location	MUMBAI									
Year	2022-2023 One Time			Flat/Block No.	4C and D, Siddhivinayank Chambers					
Account Head Details			Amount In Rs.	Premises/Building						
0030045501	Amount of Tax		500.00	Road/Street	Gandhi Nagar, Opposite MIG Cricket Club,					
				Area/Locality	Bandra (East), Mumbai					
				Town/City/District						
				PIN	4	0	0	0	5	1
				Remarks (If Any)	Stamp Duty Paid On Declaration of Trust					
Total			500.00	Amount In	Five Hundred Rupees Only					
				Words	२०२२					
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	03006172022111400199		5099823968		
Cheque/DD No.				Bank Date	RBI Date	14/11/2022-11:12:10		Not Verified with RBI		
Name of Bank				Bank-Branch	PUNJAB NATIONAL BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Department ID : Mobile No. : 7506990892  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
खदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या वस्तूंसाठी खदर चलन लागू नाही.



बदर-१७/		
१४६६७	२	५२
२०२२		

०५/१२/२०२२





CHALLAN  
MTR Form Number-6



GRN	MH010511925202223E	BARCODE			Date	14/11/2022-11:18:06	Form ID									
Department	Inspector General Of Registration			Payer Details												
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID / TAN (If Any)												
				PAN No.(If Applicable)												
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	BEACON TRUSTEESHIP LIMITED											
Location	MUMBAI															
Year	2022-2023 One Time			Flat/Block No.	4C and D, Siddhivinayank Chambers											
Account Head Details	Amount In Rs.	Premises/Building														
0030063301 Registration Fee	1000.00	Road/Street		Gandhi Nagar, Opposite MIG Cricket Club												
		Area/Locality		Bandra (East), Mumbai												
		Town/City/District														
		PIN		4 0 0 0 5 1												
		Remarks (If Any)		PAN2--PN=BEACON TRUSTEESHIP LIMITED-CA=												
				<table border="1"><tr><td colspan="3">बदर-१७/</td></tr><tr><td>१४०६५</td><td>३</td><td>५२</td></tr><tr><td colspan="3">२०२२</td></tr></table>				बदर-१७/			१४०६५	३	५२	२०२२		
बदर-१७/																
१४०६५	३	५२														
२०२२																
Total	1,000.00	Amount In	One Thousand Rupees Only													
		Words														
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK												
Cheque/DD Details	Bank CIN	Ref. No.	03006172022111400226	5099825042												
Cheque/DD No.	Bank Date	RBI Date	14/11/2022-11:18:58	Not Verified with RBI												
Name of Bank	Bank-Branch		PUNJAB NATIONAL BANK													
Name of Branch	Scroll No. , Date		Not Verified with Scroll													

Department ID :

Mobile No. : 7506990892

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.



बदर-१७/		
१४०६७	४	५२
२०२२		

१४	५२

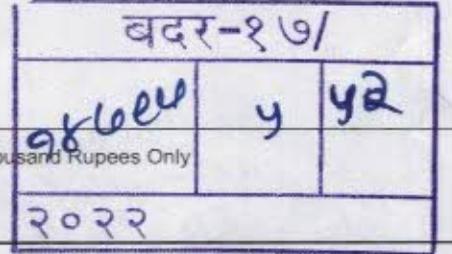




CHALLAN  
MTR Form Number-6



GRN	MH010511925202223E	BARCODE			Date	14/11/2022-11:18:06	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	BEACON TRUSTEESHIP LIMITED			
Location	MUMBAI			Flat/Block No.	4C and D, Siddhivinayank Chambers			
Year	2022-2023 One Time			Premises/Building				
Account Head Details	Amount In Rs.			Road/Street	Gandhi Nagar, Opposite MIG Cricket Club			
0030063301 Registration Fee	1000.00			Area/Locality	Bandra (East), Mumbai			
				Town/City/District				
				PIN	4	0	0	0 5 1
				Remarks (If Any)	PAN2--PN=BEACON TRUSTEESHIP LIMITED-CA-			
				Amount In	One Thousand Rupees Only			
				Words	१०००			
Total	1,000.00							
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details	SUB-REGISTRAR ANDHERI 6			Bank CIN	Ref. No.	03006172022111400226	5099825042	
Cheque/DD No.				Bank Date	RBI Date	14/11/2022-11:18:58	Not Verified with RBI	
Name of Bank				Bank-Branch	PUNJAB NATIONAL BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			



Department ID : Mobile No. : 7506990892  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**  
 सदर चलन केवल दुय्यम निबंधक कार्यालयत नोंदणी साठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-513-14797	0005229940202223	14/11/2022-16:30:43	IGR554	1000.00
Total Defacement Amount					1,000.00





CHALLAN  
MTR Form Number-6



GRN	MH010511132202223E	BARCODE			Date	14/11/2022-11:11:06	Form ID										
Department	Inspector General Of Registration			Payer Details													
Type of Payment	Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only			TAX ID / TAN (If Any)													
				PAN No.(If Applicable)													
Office Name	BDR17_JT SUB REGISTRAR ANDHERI 6			Full Name	BEACON TRUSTEESHIP LIMITED												
Location	MUMBAI			Flat/Block No.	4C and D, Siddhivinayank Chambers												
Year	2022-2023 One Time			Premises/Building													
Account Head Details			Amount In Rs.	Road/Street	Gandhi Nagar, Opposite MIG Cricket Club,												
0030045501	Amount of Tax		500.00	Area/Locality	Bandra (East), Mumbai												
				Town/City/District													
				PIN	4	0	0	0 5 1									
				Remarks (If Any)	Stamp Duty Paid On Declaration of Trust												
					<table border="1"> <tr> <td colspan="3">बदर-१७/</td> </tr> <tr> <td>१०५५५</td> <td>०</td> <td>५२</td> </tr> <tr> <td colspan="3">२०२२</td> </tr> </table>				बदर-१७/			१०५५५	०	५२	२०२२		
बदर-१७/																	
१०५५५	०	५२															
२०२२																	
				Amount In	Five Hundred Rupees Only												
				Words													
Total			500.00														
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK													
Cheque/DD No.				Bank CIN	Ref. No.	03006172022111400199	5099823968										
Name of Bank				Bank Date	RBI Date	14/11/2022-11:12:10	Not Verified with RBI										
Name of Branch				Bank-Branch	PUNJAB NATIONAL BANK												
				Scroll No. , Date	Not Verified with Scroll												



Department ID : Mobile No. : 7506990892  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**  
 सदर चलन केवल दुय्यम निबंधक कार्यालयाने लीपणे करण्याच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-513-14797	0005229929202223	14/11/2022-16:30:37	IGR554	500.00
Total Defacement Amount					500.00

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१४०००	L	५२
२०२२		





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1411202208167

Receipt Date 14/11/2022

Received from BEACON TRUSTEESHIP LIMITED, Mobile number 8104593483, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered on Document No. 14797 dated 14/11/2022 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District

DEFACED

₹ 1040

DEFACED

**Payment Details**

Bank Name PUNB

Payment Date 14/11/2022

Bank CIN 10004152022111407430

REF No. 5099864338

Deface No 1411202208167D

Deface Date 14/11/2022

This is computer generated receipt, hence no signature is required.

बदर-१७/		
१४७६७	६	५२
२०२२		





Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1411202208167	Date 14/11/2022
Received from BEACON TRUSTEESHIP LIMITED, Mobile number 8104593483, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 14/11/2022
Bank CIN 10004152022111407430	REF No. 5099864338
This is computer generated receipt, hence no signature is required.	

बंदर-१७/		
१४७६६	११	५२
२०२२		



बदर-१७/		
१४७७७	१२	५२
२०२२		



**DECLARATION OF TRUST**

BY

**BEACON TRUSTEESHIP LIMITED (Settlor)**

IN FAVOUR OF

**BEACON TRUSTEESHIP LIMITED (Trustee)**

ON THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2022

for the benefit of

**THE HOLDERS OF THE PASS THROUGH CERTIFICATES  
TO BE ISSUED BY THE TRUST  
(BENEFICIARIES)**

बदर-१७/		
१४०६६	१३	५२
२०२२		

**jsa**

**JSA**

advocates & solicitors

'Sandstone Crest', Opposite Park Plaza Hotel, Sushant Lok - I,  
Gurgaon - 122 009, Haryana (India)

Tel: +91 124 439 0600 Fax: +91 124 439 0617

**ALSO AT:**

**Ahmedabad | Bangalore | Chennai | Hyderabad | Mumbai | New Delhi**



For Beacon Trusteeship Limited

*P. R. Bhargava*

Authorized Signatory

For Beacon Trusteeship Limited

*P. R. Bhargava*

Authorized Signatory

बदर-१७/		
१४	१४	१२
२०२२	1.1	DEFINITIONS
	1.2	INTERPRETATION

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**DECLARATION OF TRUST**

THIS DECLARATION OF TRUST is made at Mumbai on the 14<sup>th</sup> day of November, 2022 (hereinafter referred to as the "Trust Deed" or "this Deed")

BY

**BEACON TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at 4C and D, Siddhivinayank Chambers, Gandhi Nagar, Opposite MIG Cricket Club, Bandra (East), Mumbai – 400051 (hereinafter referred to in this Deed as the "Settlor", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof would be deemed to mean and include its successors from time to time) of the **FIRST PART**;

AND

**BEACON TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at 4C and D, Siddhivinayank Chambers, Gandhi Nagar, Opposite MIG Cricket Club, Bandra (East), Mumbai – 400051, and acting under the provisions of these presents in its capacity as the Trustee for the benefit of the Beneficiaries (hereinafter in that capacity referred to in this Deed as the "Trustee", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof would be deemed to mean and include its successors in office and permitted assigns) of the **SECOND PART**.

**WHEREAS:**

- A. Vriksh Advisors Private Limited, a company incorporated under the Companies Act, 1956 with registered office at 13, Paschimi Marg, Vasant Vihar, New Delhi – 110057 ("**Assignor**" / "**Servicer**" / "**Originator**") has entered into Rental Agreements (*defined hereinafter*) in relation to Underlying Assets (*defined hereinafter*) with Obligors (*defined hereinafter*) on terms and conditions contained in the Rental Agreements (*defined hereinafter*) executed in pursuance thereof between the Assignor and the Obligors.
- B. All the amounts payable by the Obligors to the Assignor under the Rental Agreements from the date identified for this purpose in the Assignment Deed (hereinafter referred to as the "**Transfer Date**"), including, overdue payments, overdue charges, default charges (if any), reimbursement of costs (if any), termination amounts and any other payments as the terms and conditions of the Rental Agreements are intended to be aggregated and collated into a pool of Receivables (*as more particularly defined hereinafter*).
- C. The Assignor is now desirous of selling, transferring and assigning the Receivables together with the corresponding interests, rights and benefits of the Assignor under the Underlying Documents (collectively referred to as "**Assets**" which term is more particularly defined hereinafter) and has approached Beacon Trusteeship Limited as the Settlor to create a trust, registered under the Indian Trusts Act, 1982, for the purpose of securitisation of the Assets and the Settlor has agreed:

to create a Trust and acquire from the Assignor, for and on behalf of and in trust for and for the benefit of the Beneficiaries (*as more particularly defined hereinafter*) holding Pass Through Certificates or PTCs (who would also be deemed to be Beneficiaries of the Trust), (*as more particularly defined hereinafter*) and of any subsequent holders of those PTCs, to hold all amounts payable by the Obligors under the Rental Agreements and all other rights, title and interest under or in respect of the leases.

to hold the same on behalf of, in trust for and for the benefit of such persons who upon issuance of the PTCs would be the Beneficiaries of the Trust and subsequent holders of those PTCs, and

- (c) to issue instruments in the form of PTCs, as more particularly set out hereinafter.
- D. The Assignor, which is also acting as the Originator and Servicer in relation to the issuance of the PTCs, will sell, transfer and assign the Assets in favour of the Trustee through a written instrument (hereinafter referred to as the "**Assignment Deed**") and the Trustee will

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purchase the same on behalf of the Trust and for the benefit of the Beneficiaries of the Trust, being the holders of the PTCs.

- E. In terms of certain understandings to be recorded in the servicer agreement dated on or about the date of this Deed, the Assignor shall act as the Servicer to *inter alia* facilitate collection of the Receivables from the Obligors from time to time as per the terms of the Rental Agreements.
- F. The Assignor has requested the Settlor and the Settlor has agreed to declare a trust in accordance with the provisions of the Indian Trust Act, 1882 *inter alia*, for the objects more particularly set out hereinafter including to acquire, set apart, hold and administer the Assets in trust for the benefit of the Beneficiaries to whom the PTCs will be issued by the Trust.

**NOW ACCORDINGLY, THIS DEED HEREBY WITNESSETH AS FOLLOWS:**

**1. Definitions and Interpretation**

**1.1 Definitions**

Unless the context otherwise requires, in this Deed the following words and expressions shall have the meaning respectively assigned to them:

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**"Applicable Law"** means the law and any other instruments having the force of law in India as they may be issued and enforced from time to time;

**"Assets"** shall mean all the right, title, benefits and interest of the Assignor in the Receivables, excluding security deposits (present and future) from the Obligors, together with all other rights, benefits, powers, risk and guarantees and indemnities in relation thereto as contained in the Underlying Documents, together with all other rights, title and interest associated therewith (if any) as contained in the Underlying Documents;

**"Assignor"** shall have the meaning assigned to the term in the Recitals;

**"Assignment Deed"** shall mean the assignment deed of Receivables in the process of debt securitisation, to be executed by and between Vriksh Advisors Private Limited as the Assignor, Beacon Trusteeship Limited in its capacity as the Trustee on behalf of the Trust on or about the date hereof;

**"Beneficiary(ies)"** shall mean Pass Through Certificate Holder(s) / Series 1 Senior Tranche Investors/ PTC Holder(s) and the Residual Beneficiary;

**"Business Day"** shall mean a day which is not a Saturday or Sunday or a Public Holiday for banks at Mumbai, Maharashtra, or Delhi;

**"Collection and Pay-out Account"** shall mean an account under the name of the Trust, opened and maintained by the Trustee with the Designated Bank and operated under the signature of the Trustee into which the Receivables (actual amount as per **Schedule I** (Pay-out Schedule) hereto and such other amounts collected by the Servicer from the Obligors as Receivables in the Servicer Account) are to be deposited. The amounts must be deposited in the Collection and Pay-out Account (at least 2 (two) days prior to the Pay-out Date. The amounts deposited will be net of tax deducted at source. The amounts drawn upon utilization of the Credit Enhancements, shall be deposited into the Collection and Pay-out Account and from which payments to the Beneficiaries shall be made on the Pay-out Dates. It is clarified that all monies lying to the credit of this account from time to time shall be held by the Trustee in trust and for the benefit of the Beneficiaries;

**"Credit Enhancement 1"** shall mean a bank guarantee to be provided by a Scheduled Commercial Bank (*defined hereinafter*), for an amount of Rs. 68,80,000 (Rupees Sixty-Eight Lakhs and Eighty Thousand only), which will be arranged by Grip;

**"Credit Enhancement 2"** shall mean a bank guarantee to be provided by a Scheduled Commercial Bank, for an amount of Rs. 57,22,161 (Rupees Fifty-Seven Lakhs Twenty-Two Thousand One Hundred and Sixty-one), which will be arranged by the Originator;



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**"Credit Enhancements"** shall mean collectively Credit Enhancement 1 and Credit Enhancement 2;

**"Deed"** shall mean this deed, as may be amended from time to time in terms hereof, and shall include all Schedules and Annexures hereto;

**"Deemed Date of Allotment"** shall be the date on which the PTCs shall be deemed to have been allotted to the Beneficiaries and such date shall be identified in the Information Memorandum;

**"Designated Bank"** shall mean a Scheduled Commercial Bank, with whom one or more of the Collection and Pay-out Account(s) are to be maintained under the provisions of this Deed;

**"Determination Date"** shall mean the first Friday of every calendar month in which the Series 1 Senior Tranche Pay-out is scheduled to be paid;

**"Exchange"** shall mean the BSE Limited and/or the National Stock Exchange of India Limited;

**"Grip"** shall mean Grip Invest Advisors Private Limited (having Mr. Nikhil Aggarwal as a common shareholder and a common director with the Originator and Mr. Aashish Jindal as a common director with the Originator), a company incorporated under the (Indian) Companies Act, 2013 with company identification number U72900HR2020PTC086845 and registered office at C-944, near Vyapar Kendra Block C, Sushant Lok Phas Block C, Sushant Lok Phase I, Sector 43, Gurgaon – 22001, Haryana;

**"Information Memorandum"** means a document including an electronic document, inviting subscription for the PTCs from the identified investors on a private placement basis;

**"Majority Interest"** shall mean the interest of the Beneficiaries being entitled to the beneficial interest in more than 50% (Fifty Percent) of the outstanding nominal value of the PTCs;

**"Maturity Date"** shall mean 36 (thirty-six) months from the Deemed Date of Allotment;

**"Obligors"** means collectively the Renters and "Obligor" shall mean any such Person individually;

**"Pay-out Date"** shall mean the 28<sup>th</sup> (twenty eighth) day of each calendar month in which the Series 1 Senior Tranche Pay-outs are to be paid to the relevant Beneficiaries, or if such 28<sup>th</sup> (twenty eighth) day is not a Business Day, the immediately preceding Business Day, provided that the Pay-out Date will be at least 15 (fifteen) days after the date on which the Receivables are collected by the Servicer from the Obligors;

**"Pass Through Certificates" or "PTCs" or "Certificates"** shall mean all or any of the certificates, to be issued by the Trust to the Investor, to be listed on the Exchange securitised debt instruments under the SEBI SDI Regulation pursuant to which the Investor, becomes a Beneficiary of the Trust, entitling such Beneficiary to relevant pay-outs in accordance with the Waterfall Mechanism;

**"Person(s)"** includes an individual, a partnership firm, a company (as defined in Section 2(20) of the Companies Act, 2013), a body corporate (as defined in Section 2(11) of the Companies Act, 2013), a foreign portfolio investor (as defined in the Foreign Exchange Management (Debt Instruments) Regulations, 2019, a co-operative society, a trust, an association of persons whether incorporated or not and any other entity and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time or such other person as permitted under Applicable Law to invest/subscribe to the PTCs ;

**"Prepayment"** shall have the meaning as has been assigned to the term under the Assignment Deed;

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"Public Holiday" shall mean a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), at Mumbai, Maharashtra and Delhi;

"Purchase Consideration" shall mean the amount of Rs. 6,88,00,000 (Rupees Six Crores and Eighty-Eight Lakhs only) payable by the Trustee, from the Subscription Amount paid by the Investors to the Originator of the Assets in consideration of the Originator assigning the Receivables to the Trust, as more specifically set out in the Assignment Deed ;

"Rating Agency" shall mean CRISIL Ratings Limited, a company incorporated under the Companies Act, 2013 with registered office at Crisil House, Central Avenue Hiranandani Business Park, Powai Mumbai – 400076, Maharashtra;

"Receivables" shall mean the amounts payable to the Assignor by the Obligors from the Transfer Date, pursuant to the Rental Agreements, including rental payments, and payments arising on account of indemnities, any outstanding receivables due from the Obligor prior to the Transfer Date, and amounts payable in relation to goods and service tax, but excluding the security deposit (present and future) from the Obligors, TDS and insurance payments (if any), which shall not be a part of the Receivables. The details of the Receivables will be more particularly provided in **Schedule 1A (Details of the Receivables)** hereto;

"Registrar and Transfer Agent" shall mean a SEBI registered institution appointed by the Trust, who has agreed to act as the registrar and transfer agent for the issuance of the PTCs;

"Register of PTCs" shall mean the register of Series 1 Senior Tranche Investors, of the relevant depository;

"Rental Agreement" means an agreement entered into between the Assignor and each Obligor (as amended, modified and altered from time to time) more particularly set out in Schedule II (Rental Agreements) of the Assignment Deed, setting out the terms and conditions on which the Assignor has agreed to lease the Underlying Assets to the Obligors and "Rental Agreements" shall mean all such agreements collectively.

"Renters" shall have the meaning assigned to the term in the Assignment Deed.

"Residual Beneficiary" shall mean the Assignor;

"Scheduled Commercial Bank" shall mean any bank which is listed under the second schedule of the Reserve Bank of India Act, 1934;

"SEBI" shall mean the Securities Exchange Board of India;

"SEBI SDI Regulation" shall mean the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008;

"Series 1 Senior Tranche Investor" or "Series 1 Senior Tranche PTC Holder" or "Investor" or "PTC Holder(s)" or "Pass Through Certificate Holder(s)" shall mean means the Persons who will subscribe to or be the holders of the Series 1 PTCs from time to time in accordance with the Applicable Law, thus entitling them to undivided beneficial right, title and interest in the Assets represented by the Series 1 PTCs.

"Series 1 Senior Tranche Pay-out" with respect to each Pay-out Date shall mean the amounts payable to the Series 1 Senior Tranche Investors on the said Pay-out Date in respect of the Series 1 Senior Tranche PTCs held by the said Series 1 Senior Tranche Investors, as more particularly mentioned in **Schedule 1 (Pay-Out Schedule)** hereto and as may be revised from time to time in accordance with the Transaction Documents, whether on account of pre-payments, part prepayments or otherwise. The Series 1 Senior Tranche Pay-outs that are identified in **Schedule 1 (Pay-Out Schedule)** hereto are the gross amounts that is due to the Beneficiaries and the actual amounts passed on to the Beneficiaries, assuming that all collections are in order, shall be the amounts identified in **Schedule 1 (Pay-Out Schedule)** hereto less the amounts paid by the Trustee towards tax deducted at source pursuant to the provisions of the Income Tax Act, 1961 and less the amounts paid by the Obligors towards goods and services tax pursuant to the Applicable Law;



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**"Series 1 Senior Tranche PTCs" / "Series 1 Senior Tranche Pass Through Certificates"** shall mean a certificate described as Series 1 Senior Tranche PTC issued by the Trust in dematerialised form and entitling the holder thereof to the Series 1 Senior Tranche Pay-outs;

**"Series 1 Senior Tranche Yield"** shall mean the yield payable to the Series 1 Senior Tranche Investors and shall be 18.387545% (one eight point three eight seven five four five per cent) per annum payable monthly (on a pre-tax basis). The amount of yield in **Schedule 1 (Pay-Out Schedule)** is calculated on a 30/360 basis and the amount payable will be as per **Schedule 1 (Pay-Out Schedule)** irrespective of actual Pay-out Date;

**"Servicer"** shall have the meaning ascribed to the term in Recital A;

**"Servicer Agreement"** shall mean the agreement dated on or about the date of this Deed entered into by the Trustee on behalf of the Trust with the Servicer *inter alia* in relation to appointment of the Servicer to collect the Receivables in accordance with the Assignment Deed and to perform such other services as set out in the Servicer Agreement in relation to the Receivables;

**"Servicer Account"** shall have the meaning assigned to the term in the Assignment Deed;

**"SKI"** shall mean **SKI Capital Services Limited**, a company incorporated under the laws of India and having its registered office at Dr. Joshi Road, Karol Bagh, New Delhi – 110005;

**"Subscription Amount"** in relation to a Series 1 Senior Tranche Investor shall mean the amount payable by such Series 1 Senior Tranche Investor in order to subscribe to the PTCs to be allotted to such Series 1 Senior Tranche Investor;

**"Transfer Date"** shall have the meaning assigned to the term in Recital C above;

**"Trust Fund"** shall have the meaning specified in Clause 3.1 hereunder;

**"Transaction Documents"** shall include (i) this Deed; (ii) the Assignment Deed; (iii) the Information Memorandum; (iii) the bank guarantee in relation to the Credit Enhancement 1; (iv) the bank guarantee in relation to the Credit Enhancement 2; (v) the Power of Attorney issued by the Assignor to the Trustee to enable the Trustee to perfect its right title and interest in relation to the Assets; (vi) the Servicer Agreement and (vi) any other document that the Trustee may designate as a Transaction Document;

**"Transaction Value"** shall mean the aggregate Subscription Amount paid by all Series 1 Senior Tranche Investors which is proposed to be raised pursuant to issuance of the PTCs i.e. Rs. 6,88,00,000/- (Rupees Six Crores and Eighty-Eight Lakhs only);

**"Underlying Assets"** means the assets listed in Schedule IV (Underlying Assets) of the Assignment Deed owned by the Assignor and leased to Obligors pursuant to Rental Agreements;

**"Underlying Documents"** shall mean all the documents, instruments and records pertaining to the Receivables, including but not limited to all Rental Agreements and post-dated cheques;

**"Waterfall Mechanism"** shall mean the fund flow priorities with respect to the Collection and Pay-out Account, as more particularly detailed in Clause 5.7 hereof;

**Interpretation**

In this Deed, unless the context otherwise requires:

- (a) words of any gender are deemed to include the other gender;
- (b) words using the singular or plural number also include the plural or singular number, respectively;

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The Trust shall continue to exist, until and unless the purposes of the trust are achieved and more specifically till the Trust Fund is distributed to the Beneficiaries of the Trust in the manner provided in this Deed and in accordance with the provisions of this Deed and the other Transaction Documents. On the fulfilment of the trust objects as stated in Clause 2.7 below, the Trustee shall be entitled to dissolve the Trust.

2.7 Objects of the Trust

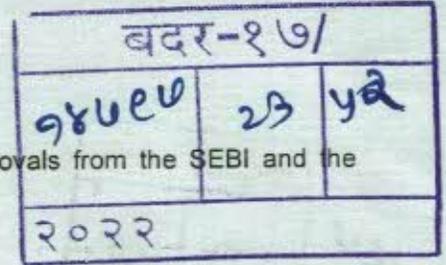
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The Trust has been created as a special purpose distinct entity with the following objects and the Trustee shall have the following obligations:

- (a) to acquire the Receivables from the Assignor for and on behalf and in trust for and for the benefit of the Beneficiaries. For this purpose, the Trustee shall be empowered to execute such deeds, documents, agreements and writings as may be required to vest the complete right, title and interest in respect of the Receivables so assigned in the name of the Trust;
  - (b) to offer the beneficial interest in the Assets so acquired to the Beneficiaries, which beneficial interest shall be offered in accordance with the terms and conditions of this Deed and the Trustee shall issue an Information Memorandum for the PTCs to be issued and allotted and listed on the Exchange;
  - (c) to issue securitised debt instruments in accordance with the SEBI SDI Regulation and Securities Contracts (Regulation) Act, 1956 in dematerialised form;
  - (d) to receive moneys from the various Series 1 Senior Tranche Investors from time to time being their contributions to the Trust Fund and to make payment of the Purchase Consideration to the Assignor from and out of such contributions, for the purchase of the Receivables. It is, however, clarified that nothing in this Deed shall make the Trust liable for making payments to the Assignor for the Receivables purchased / agreed to be purchased by the Trust, until and unless the Trustee receives the contributions from the Series 1 Senior Tranche Investors;
  - (e) to issue to the Beneficiaries certificates evidencing their beneficial right, title and interest in the Trust Fund, including to the Receivables, which certificates shall be in the form of PTCs ranking *pari passu* in such manner as provided herein and which PTCs shall be in the dematerialized form;
  - (f) to open the Collection and Pay-out Account and supervise the cash flow into and from the Collection and Pay-out Account.
  - (g) to make pay-outs of collections of the Receivables to the Beneficiaries from time to time in accordance with the Waterfall Mechanism. For the said purpose, the Trust is specifically empowered to enter into such collection and pay-out arrangements with the Designated Bank as the Trustee may deem fit;
  - (h) to draw upon the Credit Enhancement 2 first and then draw upon the Credit Enhancement 1 in accordance with the provision of the Transaction Documents. However, there shall be no replenishment to the Credit Enhancements;
- to liaise with the Servicer and cause the Servicer to deposit the amounts collected by it from the Obligors and to prepare reports and provide such reports to the Trustee and hand over such reports to the Beneficiaries;
- to invest the surplus amounts of the Trust Fund, if any, in the form of fixed deposits, in accordance with the Applicable Law;
- to appoint the Registrar and Transfer Agent;
- (i) such other activities as may be incidental and ancillary to the above objects, which are acceptable to the Trustee, and is undertaken with the prior written consent of all the Beneficiaries;
  - (m) to enter into agreements with depositories and the Registrar and Transfer Agent;



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and

- (n) to make a necessary application and obtain approvals from the SEBI and the Exchange in relation to the PTCs.

### 3. Trust Fund

#### 3.1 Trust Fund

The Trustee shall stand possessed of the said Initial Contribution of Rs.1,000/- (Rupees One Thousand Only) for general purposes of the Trust, and of all other contributions received by the Trustee, including Subscription Amounts received from the Series 1 Senior Tranche Investors for the Series 1 Senior Tranche PTCs issued to them by the Trust, for the specific purpose of acquisition of the Receivables and of all amounts deposited by the Servicer to the Trust on realization of the Assets (which will be equivalent to the Series 1 Senior Tranche Pay-outs), from time to time in accordance with the agreed collection and pay-out mechanism and the Credit Enhancements, and shall include the realisations arising out of any investment made with respect to such monies, and all investments representing the same and all income arising therefrom whether by way of interest, or otherwise (all such funds in this deed being collectively referred to as the "Trust Fund"). The entire Trust Fund shall be held in trust and will be subject to the powers, declarations, directions conditions and provisions herein declared, expressed and contained.

#### 3.2 Vesting, Utilization and Investments of Trust Fund

- (a) The Trust Fund shall vest in the Trustee and the Trustee shall hold the same exclusively upon trust and for the benefit of the Beneficiaries subject to the powers, provisions, agreements and declarations herein contained.
- (b) The Trust Fund shall be utilised in accordance with the manner provided in this Deed and the other applicable Transaction Documents.

#### 3.3 Expenses of the Trustee

The Assignor has paid to the Trustee fee, on the date of execution of the Assignment Deed, as mutually agreed, as per the offer letter dated November 14, 2022 bearing reference number CL/MUM/22-23/SDI/265.

In addition to the costs, charges, and expenses expressly provided herein and subject to the terms of this Deed, the Trustee shall be entitled to pay itself and defray and satisfy out of the Trust Fund all expenses which the Trustee may reasonably have to incur in and about the execution of the powers contained herein. Further, any reasonable expenses incurred in calling and holding a meeting under sub-regulation (3) and (5) of regulation 34 of the SEBI SDI Regulation and any reasonable expenses incurred by the Trustee, in winding up the scheme and incidental activities shall be met from or reimbursed out of realisations from the Assets.

### 4. Trustee's Powers and Liabilities

#### 4.1 General Power

The Trustee shall be absolutely vested with the general superintendence, direction and management of the affairs of the Trust and shall have all powers, authorities and discretion to perform the objects of the Trust and all powers appurtenant to or incidental to the purpose of the Trust, subject to the provisions of this Deed. For the sake of abundant caution, it is hereby clarified that the Trustee shall exercise its powers and perform its duties in strict compliance with the provisions contained herein and shall not have any discretionary power to disregard the same.

#### 4.2 Specific Powers

Without in any way limiting the generality of the powers, authorities and discretions



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documents or other instruments;

- (q) to provide to Rating Agency, SEBI or any other regulatory/government authority (i) information in relation to the Assets (ii) copies of Transaction Documents including this Trust Deed and Information Memorandum; and (iii) information about the Trust including financial accounts of the Trust;
- (r) monitor the performance of the Servicer with respect to *inter alia* the collection of the Receivables;
- (s) to determine the adequacy of the funds as per **Schedule I (Pay-outs Schedule)** contained in the Collection and Pay-out Account at least 11 (eleven) days prior to the Pay-out Date for each Series 1 Senior Tranche Pay-out. The term "adequacy" would include checking sufficiency of funds to make the Series 1 Senior Tranche Pay-outs in accordance with **Schedule I (Pay-outs Schedule)**. In the event of any shortfall in the amounts required to meet the Series 1 Senior Tranche Pay-out, the Trustee shall invoke the Credit Enhancement 2 first and then invoke Credit Enhancement 1 to meet such shortfalls, as and when required and in terms of the applicable Transaction Documents;
- (t) to obtain listing of the PTCs issued to Beneficiaries on the Exchange in accordance with this Deed;
- (u) to grant consents and approvals in relation to the Rental Agreements to enable the Servicer to carry out various actions under the agreements including without limitation acceptance of any prepayments in accordance with the Rental Agreements;
- (v) to enforce the indemnities provided by the Assignor under Clause 5 of the Assignment Deed;
- (w) in the event of change of Servicer being required pursuant to the terms of the Assignment Deed, to serve notices on the Obligors to repay/pay the Receivables directly to the Trust;
- (x) in the event of change of Servicer being required pursuant to the terms of this Deed or any other applicable Transaction Documents, to take custody of all the Underlying Documents from the Servicer;
- (y) to release the Credit Enhancements on the full payment of all Series 1 Senior Tranche Pay-out / reset of Credit Enhancements, in accordance with the terms and conditions of this Deed and the other Transaction Documents;
- (z) acting on the instructions of the Beneficiaries holding Majority Interest, to institute, conduct, defend, compound, settle, withdraw or abandon any legal proceedings in the name of the Trust, acting through the Trustee, whether with respect to the Trust Fund or otherwise;
- (aa) acting on the instructions of the Beneficiaries holding Majority Interest, to initiate, commence, institute, defend any proceedings, legal or judicial;
- (bb) to compromise, settle or abandon any debt or claim due to the Trust with the consent of the Beneficiaries holding Majority Interest except where the Beneficiaries have otherwise required the Trust to take actions to recover the debts or claims in the manner provided in this Deed;
- (cc) to appoint and employ agents and other Persons to assist the Trustee in the administration of the Trust and to determine their fees and emoluments and if required, to remove such agents and Persons and appoint others in their place;
- (dd) to appoint, with the consent of the Beneficiaries holding Majority Interest, brokers, advocates, auditors, solicitors, registrars, agents, valuers and other Persons for the purpose of fulfilling any of the objectives of the Trust;
- (ee) to incur and pay all reasonable costs, charges and expenses incidental to the



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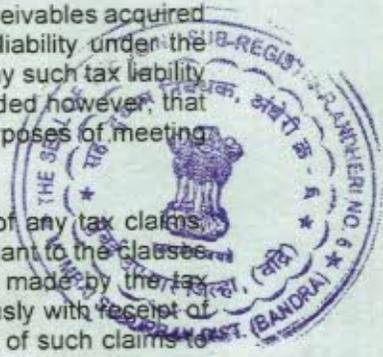
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related documents to be executed to give effect to the transaction contemplated;

- (e) taxes and duties, cess and levies if any, levied on or recovered from the Trustee relating to moneys constituting the Receivables received by the Trustee;
- (f) all reasonable travelling and other costs, charges and expenses incurred by the Trustee in connection with execution of the Trust Deed including costs, charges and expenses of and incidental or ancillary to the approval and execution of this Trust Deed and all other Transaction Documents;
- (g) all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by the Trustee in respect of any matters or things done or omitted to be done in respect of or in relation to the Trust Fund.

**4.7 Indemnity to the Trustee**

- (a) The Trustee shall, subject to the provisions of this Deed, be entitled to be indemnified out of the Trust Fund in respect of all liabilities and expenses actually incurred by it in the execution of the powers and trusts hereof or of any powers or authorities vested in it pursuant to these presents and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Assets (provided such thing done or omitted by the Trustee has not caused any loss or damage to the Beneficiaries) unless such expenses have been incurred on account of the Trustee's negligence, misconduct, fraud or breach of the terms of the Trust Deed or any other Transaction Documents, and the Trustee may retain and pay out of any monies in their hands UPON THE TRUST of these presents the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Trustee as herein provided and the Trustee shall have a lien on the Trust Fund for all monies payable to it under this clause or otherwise howsoever arising out of or in connection with, this Deed or the issue of the PTCs.
- (b) The Trustee shall not be responsible for any loss or expenses resulting to the Trust, on account of insufficiency or deficiency of value of the Receivables acquired or taken on behalf of the Trust or the insolvency or wrongful act of any Obligors or any Person under obligation to the Trust or for anything done by the Trustee in good faith in the execution of the duties of its office or in relation thereto; Provided, however, the Trustee shall be liable and shall not be entitled to be indemnified out of the Trust Fund for all loss, damage or costs incurred on account of its negligence, misconduct, fraud or breach of the terms and conditions of this Deed.
- (c) The Trust and the Trustee shall not be liable, in respect of the Receivables acquired on behalf of and for the benefit of the Beneficiaries, for any tax liability under the Income Tax Act, 1961 and/ or any Rules made thereunder and any such tax liability shall be met out of the monies comprising the Trust Fund; provided however, that the external Credit Enhancements cannot be utilized for the purposes of meeting such tax liability.
- (d) The Trustee hereby undertakes that prior to making payment of any tax claims which will be claimed by the Trustee from the Beneficiaries pursuant to the clauses above, the Trustee shall ensure that the details of the claims made by the tax authorities, for payment of tax, has been submitted (simultaneously with receipt of any notice to the Trustee) to the Beneficiaries and the payment of such claims to the tax authorities is made: after having contested such claims in the manner set out under the Applicable Law. The Trustee shall undertake to pursue legal proceedings to the highest level of appeal (the costs and expenses of which shall be charged to the Trust Fund or borne by the Beneficiaries) for setting aside the tax claim and procuring refund of the payment made (together with interest in relation thereto) and in case a favourable order is obtained, the Trustee shall do all such acts and deeds as are necessary to realise a refund from the tax authorities. Once such refund is procured from the tax authorities, the Trustee shall pass on the same to the Beneficiaries.



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- (a) The Trustee shall ensure compliance with the SEBI SDI Regulation, the Securities Contracts (Regulation) Act, 1956, and all other Applicable Law in relation to the PTCs, as amended from time to time.
- (b) The Trustee shall ensure that all investments of the Trust Fund, if any are made in the form of fixed deposits, in accordance with the Applicable Law.
- (c) The Trustee shall, at all times, ensure that the Trust Fund is kept segregated from the other assets of the Trustee and from any other asset for which the Trustee is or may be responsible.
- (d) The Trustee shall provide the Assignor with the Clean-Up Call Option in accordance with the Assignment Deed. Upon exercise of the Clean Up Call by the Assignor the Trustee shall at the cost and expenses of the Assignor, assign all the outstanding Receivables to the Assignor.
- (e) The Trustee shall exercise due diligence in carrying out its duties and shall take all action whatsoever necessary for protecting the interest of the Beneficiaries.
- (f) The Trustee shall ensure that all transactions including under or pursuant to the other Transaction Documents are properly entered into in accordance with this Deed.
- (g) The Trustee shall ensure that all acts, deeds, matters or things to be undertaken by the Trustee in terms of the Transaction Documents shall be in compliance with the SEBI Guidelines.
- (h) The Trustee shall fulfil all its obligations under the Transaction Documents and other agreements, deeds and writings that may be executed by the Trustee in relation to the issuance and redemption of the PTCs and the acquisition of the Receivables and shall enter into such agreements as may be required or desirable in relation to the PTCs being issued by way of private placement under the SEBI SDI Regulation.
- (i) The Trustee shall not amend the terms and conditions relating to the payments to be made by the Obligor, if such amendment will adversely affect the Receivables, without the express consent of the Beneficiaries holding Majority Interest.
- (j) The Trustee shall open and operate the Collection and Pay-out Account with the Designated Bank, wherein the Servicer shall be instructed to deposit all the Receivables collected from the Obligor and wherein all monies drawn upon utilisation of the Credit Enhancements shall be deposited.
- (k) Any act, deed, matter or thing to be undertaken by the Trustee in terms of the Transaction Documents, which either specifically requires the consent of the Beneficiaries in terms of the Transaction Documents or which is not a routine matter, shall not be undertaken by the Trustee except with the consent of the Beneficiaries holding Majority Interest.

Any re-schedulement, restructuring or re-negotiation of the terms of the Rental Agreements and/or the loans effected after the assignment of the Receivables to the Trust, shall be binding on the Trustee and not on the Assignor and shall be done only with the express consent of the Beneficiaries holding Majority Interest, the Servicer and any entity arranging the Credit Enhancements or part thereof.

The Trustee shall maintain and/or cause to be maintained proper books of accounts, documents and records with respect to the Trust Fund to give a true and fair view of the affairs of the Trust.



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- (n) Where it proposes to change its management or control, the Trustee shall obtain prior approval of the SEBI for continuing to act as such after the change
- (o) In the event that the Trustee is required to withhold or deduct any amounts from the amounts payable to the Series 1 Senior Tranche Investors, for the purposes of making payment of any tax deducted at source, under the provisions of the Income Tax Act, 1961 the Trustee shall ensure that such monies are paid to the relevant revenue authorities within the time period specified under the Income Tax Act, 1961 and the rules made thereunder, and the Trustee shall immediately handover copies of receipts of such payment (or relevant certificates evidencing such payments) to the relevant Series 1 Senior Tranche Investors.
- (p) In the event that the Trustee has any doubts regarding the applicability of the provisions of the Income Tax Act, 1961 or the rules made thereunder, in relation to any income to be distributed to the Series 1 Senior Tranche Investors or withholding of tax payments in relation thereto, the Trustee shall consult with the relevant Series 1 Senior Tranche Investors prior to taking any action and the Trustee shall proceed to take such action as mutually agreed by and between the Trustee and the Series 1 Senior Tranche Investors, provided however if the Trustee and the Series 1 Senior Tranche Investors are not able to arrive at a mutually agreeable conclusion in relation thereto, the Trustee shall be entitled to take such action as it deems fit subject to the Trustee having obtained a written legal opinion from a law firm of repute, which confirms that the action proposed to be taken by the Trustee is the correct course of action under the provisions of Applicable Law.
- (q) The Trustee shall maintain the net worth as per the requirements specified in the SEBI SDI Regulation on a continuous basis and inform the SEBI immediately in respect of any shortfall in the net worth and take necessary corrective action to restore the net worth within a period of six months.
- (r) The Trustee shall ensure that any change in registration status or any administrative, civil or penal action taken by SEBI, or any material change in financial position which may adversely affect the interests of Series 1 Senior Tranche Investors is promptly informed to the Series 1 Senior Tranche Investors.
- (s) The Trustee shall submit such information, including financial information relating to the Trust, to the Exchange and Series 1 Senior Tranche Investors and comply with such other continuing obligations as may be stipulated in the listing agreement entered into with the recognise Exchange.
- (t) The Trustee shall take adequate steps for redressal of grievances of the Series 1 Senior Tranche Investors within 1 (one) month of the date of the receipt of the complaint and keep the SEBI informed about the number, nature and other particulars of the complaints received.
- (u) The Trustee shall forthwith inform the SEBI, if any information or particulars previously submitted to the SEBI is found to be misleading in any material respect or false.

**4.9 Trustee may contract with the Assignor**

- (a) Neither the Trustee nor any agent of the Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Assignor or from undertaking any banking, financial or agency services for the Assignor or itself or from underwriting or guaranteeing the subscriptions of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or debentures or debenture stocks or any other securities whatsoever of the Assignor or in which the Assignor may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Assignor or being concerned or interested in any such contract or arrangement or transaction which any other company or Person not being a Trustee of these presents would be entitled to enter into with the Assignor and they shall not be in any way liable to account either to the Assignor or the Series 1 Senior Tranche



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have been duly made and signed;

- (g) Save as provided elsewhere in this Deed, the Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every, such determination bona fide made (in the absence of prima facie error and negligence) shall be conclusive and binding upon all Persons interested hereunder;
- (h) The Trustee shall not be liable for any default, omission or delay in performing or exercising any of the powers herein expressed or contained or in enforcing the covenants herein contained or in giving notice to any Person or Persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable for the purpose of any loss or injury which may be occasioned by reason thereof unless the aforesaid has occurred on account of negligence, fraud, default and misconduct and/or if the Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid by all the Beneficiaries to the Trust Fund representing all the then outstanding Receivables (along with sufficient support for the costs to be incurred by the Trustee in pursuing any such step).

**PROVIDED NEVERTHELESS** that nothing contained in this Clause shall exempt the Trustee from or indemnify it against any liability for breach of trust nor any liability by virtue of which any rule or law would otherwise attach to it in respect of any negligence, default, misconduct, fraud or breach of trust which the Trustee may be guilty of in relation to its duties hereunder.

#### 4.11 Trustee's Remuneration

The Trustee shall be entitled to a fee as mutually agreed between the Trustee and the Assignor, as and by way of its remuneration for acting as the Trustee, as per the consent letter dated October 13, 2022 bearing reference number CL/MUM/22-23/SDI/215.

#### 4.12 Representation and Warranties of Trustee

The Trustee hereby represents and warrants as follows:

- (a) the Trustee is a company duly organised, validly existing and in good standing under the laws of India and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;
- (b) the Trustee has full corporate power and authority to enter into this Deed and to take any action and execute any documents required by the terms hereof and that this Deed entered into and have been duly authorised by all necessary corporate proceedings;
- (c) to the best of the knowledge of the Trustee, there exists no consent, approval, order, registration or qualification of, or with, any court or regulatory authority or other governmental body having jurisdiction over the Trustee, the absence of which would adversely affect the legal and valid execution, delivery and performance by the Trustee of its obligations under this Deed;
- (d) to the best of the knowledge of the Trustee, neither the execution and delivery of this Deed nor the fulfilment of or compliance with the terms and conditions of this Deed, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgement, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which the Trustee is now a party, or by which the Trustee or any of the Trustee's property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of the Trustee's Certificate of Incorporation, Memorandum and Articles of Association;



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- (e) the Assignor or any of its associates does not exercise control over the Trustee;
- (f) Other than for acting as the security trustee/ debenture trustee in relation to certain financing transactions of the Assignor, the Trustee and the Assignor have no association with each other; and

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The Trustee either directly or indirectly, does not have any beneficial interest in the Assets.

**Indemnity to the Beneficiaries**

The Trustee shall indemnify and hold harmless each of the Beneficiaries to the extent of any and all damages (including all losses, costs, fees, fines, penalties, taxes, cesses, duties and other expenses) resulting from breach of trust or relating to or consequent upon negligence or wilful default in relation to its duties or obligations as set out in this Trust Deed and the other Transaction Documents. However, amount of such indemnity shall not exceed the fee paid/payable to the Trustee.

**5. Provisions relating to Beneficiaries**

**5.1 Pass Through Certificates**

- (a) The Trustee agrees that upon receiving in full the Subscription Amounts from the Series 1 Senior Tranche Investors, such Series 1 Senior Tranche Investors shall hold undivided beneficial right in the Assets. As evidence of the beneficial interests held by each Series 1 Senior Tranche Investor, the Trustee shall issue, one or more of the Series 1 Senior Tranche PTCs to the Series 1 Senior Tranche Investors. The PTCs shall be deemed to have been allotted as on the Deemed Date of Allotment. The Trustee shall issue the PTCs in dematerialised form.
- (b) Upon the issuance of the PTCs to the Beneficiaries, the Beneficiaries shall be deemed to be beneficially entitled to the Assets in the manner provided in this Deed. Upon issuance of a PTC to a Beneficiary his name shall be entered into the Register of PTCs and each Beneficiary whose name is registered in the Register of PTCs on the Determination Date, shall be entitled to relevant pay-outs on the relevant Pay-out Date in the manner provided in this Deed. A PTC shall constitute final and conclusive evidence of the Person named in the PTC being entitled to receive the pay-outs in relation thereto as per the provisions of the Transaction Documents.
- (c) All of the PTCs of a particular series shall rank *pari-passu* to one another in all respects. It is hereby clarified that the PTCs issued by the Trust are not insured and do not represent deposit liabilities of the Assignor, Servicer or the Trustee.
- (d) The rights of the Series 1 Senior Tranche Investors in relation to the Series 1 Senior Tranche PTCs shall rank *pari-passu* with each other.
- (e) It is clarified that in the event of any prepayment, the amounts received on prepayment shall be passed on to the Beneficiaries in the manner set out in the Assignment Deed.
- (f) The cost of issuing the PTCs shall be borne and paid by the Trust out of the Trust Fund. All and any tax required to be paid on the PTCs shall be borne by the Series 1 Senior Tranche Investors and if the Trustee is required to pay any tax in this regard on behalf of the Series 1 Senior Tranche Investors, the Trustee shall be entitled to deduct amounts equal to the tax paid by the Trustee from the Collection and Pay-out Account in accordance with the Waterfall Mechanism as though the same were expenses incurred by the Trustee.

(g) The details of all the PTCs issued and transfer of PTCs made from time to time shall be entered into a Register of PTCs maintained by the Trustee or a Registrar and Transfer Agent that the Trustee may appoint in this regard.

In order to enable the Beneficiaries to hold the PTCs in a dematerialised form, the Trustee will enter into such deeds, documents and writings with the depository

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- participant as may be required in order to dematerialise all the PTCs.
- (i) The Trustee shall allot PTCs under this Deed, only upon the following conditions precedent being satisfied:
- (i) The Transaction Documents are duly and validly executed; and
  - (ii) The Collection and Pay-out Account required to be opened pursuant to this Deed is duly established and the amounts, if any, required to be deposited therein have been deposited.

**5.2 No right of revocation available to the Series 1 Senior Tranche Investors - १७/**

The Series 1 Senior Tranche Investors shall not be entitled to revoke the contributions made by them under any circumstances whatsoever.

**5.3 Listing on the Exchange**

- (a) The Trustee will seek listing of the PTCs on the Exchange in accordance with this Deed, after due compliance with all the requirements of such stock exchange.
- (b) All costs and expenses incurred towards listing of the PTCs shall be borne out of the Trust Fund.

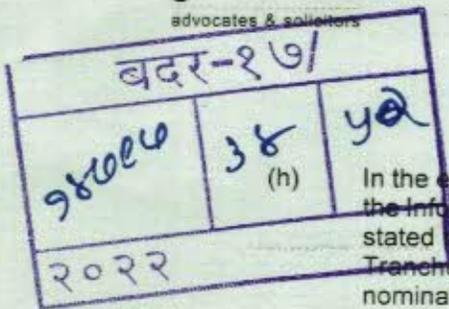
**5.4 Meeting of Beneficiaries**

- (a) The Trustee may, at its discretion, or shall, on a requisition Beneficiaries holding Majority Interest, in case of a matter relating to the Trust in general or affecting the interest of the Beneficiaries, convene a meeting of the Beneficiaries at a suitable location in Mumbai or issue a circular in accordance with applicable law for e-voting, as per the procedure set out in the Information Memorandum. The quorum for a physical meeting shall be a minimum of 2(two) Beneficiaries. Provided that the Trustee shall hold such meeting at a date not later than 45 (forty-five) days after it receives the requisition for convening such meeting. The meeting shall be held at such location as may be determined by the Trustee.
- (b) The Trustee shall give each Beneficiary at least 15 (fifteen) days' notice of any meeting of the Beneficiaries, specifying the purpose of the meeting in the notice. A meeting may however be called with shorter notice, if consent is accorded thereto by the Beneficiaries holding the Majority Interest. Every such notice shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted there at.
- (c) The representative of the Trustee shall be the chairman of the meeting and in his absence, the Beneficiaries present at the meeting shall elect from amongst themselves a chairman on a show of hands.
- (d) The Trustee and its solicitors/ advocates may attend any meeting but shall not be entitled to vote thereat.
- (e) The Trustee shall forward such reports and auditors certificate as received from the Originator or the auditor(s) of Originator, with the Rating Agency.
- (f) At any meeting, a resolution put to the vote of the meeting, either through physical voting or e-voting shall be decided on a poll.
- (g) Any decision requiring the consent/ approval of the Beneficiaries shall be deemed to have been taken if all the Beneficiaries being entitled to the outstanding Receivables then outstanding, present and voting at such general meeting, vote in favour of such decision. Provided that the Trustee may instead of calling a meeting, obtain all such approvals through letter or letters signed by all the Beneficiaries being entitled to the Receivables then outstanding and such letter or letters shall constitute a resolution passed or decision taken at a meeting duly convened and held as aforesaid and shall have effect accordingly. Provided that each of the Transaction Documents may provide for a higher / lower majority in certain cases, in which case the majority required for such resolutions shall stand accordingly modified.

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In the event of failure of the PIRG SDI 4 Trust to redeem any PTCs offered through the Information Memorandum, within the time and in accordance with the conditions stated in the Information Memorandum or other terms of issue, the Series 1 Senior Tranche Investors holding not less than 10% (ten per cent) of the outstanding nominal value of PTCs shall be entitled to call a meeting of all such Series 1 Senior Tranche Investors.

#### 5.5 Transfer of Beneficial Interest

- Each of the PTCs are freely transferable. Accordingly a Beneficiary shall be entitled to transfer any such PTCs held by them;
- Upon such sale, transfer and assignment, the Beneficiary transferring the PTCs shall have no legal or beneficial interest in, or ownership in the PTCs transferred by it.

#### 5.6 Pay-outs

- The Trustee will issue the Series 1 Senior Tranche PTCs, and make Series 1 Senior Tranche Pay-outs to the Series 1 Senior Tranche Investors in accordance with these presents and the Assignment Deed. The Series 1 Senior Tranche Investors shall be paid as per the Series 1 Senior Tranche Yield on the Pay-out Dates as more particularly mentioned in **Schedule 1 (Pay-Out Schedule)** hereto.

Notwithstanding anything mentioned herein or in any other Transaction Document, the actual distribution of monies and the frequency of distribution of monies as set forth in the PTCs shall depend entirely on the actual realisation of monies from the Assets along with the utilisations of the Credit Enhancements and the applicable tax rates, and the pay-outs to the Beneficiaries may accordingly stand altered. Pursuant to the aforesaid if the Series 1 Senior Tranche Pay-outs are to be altered, the Trustee shall liaise with the Servicer to ensure that the Series 1 Senior Tranche Investors and the Assignor receive the altered pay-out schedule at the earliest and in no event later than the Pay-out Date occurring after such alteration has come to the notice of the Trustee / Servicer.

- The Trustee shall maintain the Collection and Pay-out Account with the Designated Bank for the purpose of depositing the Receivables collected by the Servicer and all monies drawn upon utilization of the Credit Enhancements and for distributing the Receivables and if required the monies drawn upon utilisation of the Credit Enhancements on the Pay-out Dates to the Beneficiaries and for other matters hereafter provided. The Trustee shall operate the Collection and Pay-out Account and shall give instructions for the distribution of the collections on the Pay-out Dates.
- The collection of the Receivables from the Obligors and utilization of the Credit Enhancements shall be done in the following manner (day "T" is the scheduled Pay-out Date):

Day	Activity
First Friday of every calendar month in which the Series 1 Senior Tranche Pay-out is scheduled to be paid.	Determination Date
T-15	Submission of collection report by Servicer
T-11	Trustee confirmation regarding sufficiency of collections
T-10	Invocation of Credit Enhancement 2 as per the terms of the Transaction Documents, and if the Credit Enhancement 2 is fully exhausted, then the Trustee will invoke Credit Enhancement 1.
T-02	Deposit of monthly collections of Receivables

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from the Servicer/Assignor into Collection and Pay-out Account and deposit of proceeds from the Credit Enhancements to Collection and Pay-out Account.

- (d) It is understood that on each Pay-out Date, the amount available for payment to the Series 1 Senior Tranche Investors shall, subject to the other provisions of this Deed, be the amount deposited in the Collection and Pay-out Account and shall include proceeds arising from prepayment, if any, along with the amounts drawn from the Credit Enhancements.
- (e) If there is any shortfall in amounts available for payment to the Beneficiaries as against the stipulated pay-outs, then such shortfalls shall be paid to the Beneficiaries on subsequent Pay-out Dates from the collections made by the Trust from the Obligors (and the Credit Enhancements drawn upon). It is agreed that the Beneficiaries may not receive the amounts of the scheduled pay-outs in full *inter alia* due to defaults and delays in payment of the Receivables by the Obligors.
- (f) It is clarified that any expenses to the account of the Trust arising on account of changes in tax or regulatory framework in relation to the said Receivables would be met out of the Collection and Pay-out Account unless the said expenses relate to a charge prior to the date of assignment of the Receivables, and all such payments shall be to the account of the Trust and shall accordingly reduce the payments to the Beneficiaries.

#### 5.7 Waterfall Mechanism

On the relevant Pay-out Date, proceeds realized from the Receivables in the relevant calendar month and deposited in the Collection and Pay-out Account shall be utilised in the following manner:

- (i) For the payment of all statutory and regulatory dues (if any) in relation to the Series 1 PTCs, provided however, that the external Credit Enhancements cannot be utilized for the purposes of meeting any tax liability;
- (ii) For the payment of Servicer Fee, any expenses incurred by the Servicer or alternate servicer (other than the expenses to be borne by the Servicer, or the alternate servicer, as set out in the Transaction Documents) or Trustee or Issuer or any fees payable to the Rating Agency, auditor, legal counsel and/or the Designated Bank; provided that if the Originator has undertaken to bear any of the aforesaid expenses, the Trustee shall make a claim on the Originator upon making such payments pursuant hereto;
- (iii) For payment of the overdue Series 1 Senior Tranche Yield to the Investors;
- (iv) For payment of the scheduled Series 1 Senior Tranche Yield to the Investors;
- (v) For payment of expected Pay-out to the Series 1 Senior Tranche Investors (including for the avoidance of doubt, any unpaid expected principal Pay-out to the Series 1 Senior Tranche Investors for prior months);
- (vi) Upon the redemption of the Series 1 PTCs in full, in the event any surplus amounts are available in the Collection and Pay-out Account as well as the right title and interest in any Receivables, thereafter, shall belong to the Originator and the amounts lying to the credit of the Collection and Pay-out Account shall be paid to the Originator within a period of 7 (seven) Business Days from the redemption of Series 1 PTCs in full.

Provided that the Servicer will hold in trust the amounts recovered for prior period shortfalls and where Credit Enhancement has been utilized by the Trustee for making scheduled Pay-outs. Such monies held by the Servicer will be utilized to meet any shortfall in subsequent periods as required.

#### 5.8 Modification of Rights of Series 1 Senior Tranche Investors

The rights, privileges and conditions attached to any series of PTCs may be varied, modified

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and/or abrogated with the consent, in writing, of the holders of at least three-fourths of the outstanding amount of the concerned series of PTCs and subject to acceptance by the Trustee.

**Loans and Guarantees**

The Trust shall not make or guarantee loans or take up any activity that is not expressly permitted under the SEBI SDI Regulation. The Trustee, in its capacity as a trustee to the Trust under these presents shall not make or guarantee loans or take up any activity that is not expressly permitted under the SEBI SDI Regulation.

**6. TERM AND DISCHARGE OF TRUSTEE**

**6.1 Term of Trustee**

- (a) The Trustee shall hold office as the Trustee of the Trust until the termination or the retirement or discharge of the Trustee, whichever is earlier, save and except as may be provided in this Trust Deed.
- (b) The Trustee agrees not to vacate its office unless another Trustee is appointed in its place in accordance with the provisions of Clause 6.4 below. This would apply even to the retirement of the Trustee hereinafter mentioned.

**6.2 Discharge of Trustee**

- (a) The Trustee shall stand discharged from its office if:
  - (i) Beneficiaries holding Majority Interest pass a resolution for the removal of the Trustee; and
  - (ii) any Trustee's Events of Default (as set out hereinbelow) shall have occurred.
- (b) If any of the events specified in Clause 6.2(a) occurs, the Series 1 Senior Tranche Investors holding Majority Interest shall be entitled to remove the Trustee and appoint any other bank, financial institution, company or a body corporate acceptable to the Beneficiaries holding Majority Interest as a successor trustee, upon such remuneration and upon such terms and conditions as may be decided by the Beneficiaries holding Majority Interest, provided that the Beneficiaries have provided prior notice of such appointment to the Rating Agency and in the event that the PTC are listed, obtained the consent of SEBI prior to such removal of the Trustee.
- (c) Each of the following events shall constitute an event of default in respect of the Trustee ("**Trustee's Events of Default**"):
  - (i) Any failure by Trustee to distribute to the Series 1 Senior Tranche Investors the payments required to be made under the terms of this Deed and/or the PTCs despite availability of amounts in the Collection and Pay-out Account, which continues unremedied for a period of 30 (thirty) days after a written notice of such failure requiring the same to be remedied is given by the Beneficiaries holding Majority Interest to the Trustee; or
  - (ii) Failure on the part of the Trustee in duly observing or performing any covenant in this Deed which continues unremedied for a period of 60 (sixty) days after a written notice of such failure requiring the same to be remedied is given to the Trustee by the Series 1 Senior Tranche Investors holding Majority Interest; or
  - (iii) The Trustee commits any act of default or breach of any of its obligations under this Deed, which continues unremedied for a period of 30 (thirty) days after a written notice of such failure requiring the same to be remedied is given by the Beneficiaries pursuant to the voting procedure set out in the Information Memorandum, holding Majority Interest to the Trustee; or
  - (iv) If a resolution is passed by the shareholders of the Trustee for voluntary winding up or if there is a petition admitted for the winding up of the Trustee; or



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- (v) If any receiver, assignee, trustee or a similar other body is appointed by any court, tribunal or any other competent authority in any winding up, execution or distress proceedings against the Trustee.

### 6.3 Retirement of Trustee

The Trustee hereof may retire at any time without assigning any reason provided that they shall have given at least one months' previous notice in writing to the Assignor and Beneficiaries in that behalf and the Beneficiaries shall have found a suitable trustee to replace the Trustee. In the event the Beneficiaries do not find such a suitable trustee to replace the Trustee or SEBI has not consented to such retirement (applicable only where SEBI's consent is required for such retirement) the Trustee shall not be entitled to retire from its responsibilities.

### 6.4 Appointment of new trustee

- (a) In the event of retirement of the Trustee the new trustee shall be appointed by the Beneficiaries holding Majority Interest.
- (b) Provided however that no Person shall be appointed a trustee if:
- (i) such Person has been found to be insolvent;
  - (ii) such Person has voluntarily filed for bankruptcy proceedings with appropriate authorities;
  - (iii) if any winding up or similar proceedings has been initiated against such Person by any third party, which proceeding has been continuing for a period beyond one year from the date of such proceeding being admitted into a court of law or any other appropriate authority.
- (c) On such appointment, the Trust Fund shall be handed over to the new trustee so as to legally vest the Trust Fund in such new trustee. All costs, charges and expense incurred/to be incurred in vesting the Trust Fund in favour of the new trustee shall be reimbursed from the Trust Fund.

### 6.5 Powers of new trustee

The new trustee shall have the same powers, authorities and discretion and shall in all respects act and be liable as if originally appointed as a trustee under this Deed.

## 7. Miscellaneous

### 7.1 Amendment of the Trust Deed

The Trustee may, with the prior approval of all the Beneficiaries, by an instrument in writing modify, alter, add to or amend any of the provisions of this Trust Deed and powers herein contained. All meetings to obtain such consent shall be held in accordance with the provisions of Clause 5.4.

### 7.2 Severability

If at any time any provision of this Trust Deed is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Trust Deed shall in any way be affected or impaired thereby.

### 7.3 Notice

Any notice or other instruction to be given or issued under this Trust Deed shall be in writing and delivered by hand, email or registered post to the registered office of the addressee. A notice served by post shall be deemed to have been served 48 hours after the posting. Provided that any such communication shall also be additionally notified by email to parties, who are not resident in India.

### 7.4 Settlor's liability



Settlor	Trustee
	

Notwithstanding anything contained in this Deed and/or the other Transaction Documents, no Person (including but not limited to the Trustee and the Beneficiaries) shall have any recourse to the Settlor for or on account of any reason whatsoever.

बंदर-१७  
७४०६६०  
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7.5 No recourse to the Trustee

(a) The Trustee has not, nor shall it be deemed to have made any representation or warranty whatsoever, whether express or implied in relation to the Assets or the Obligors, including but not limited to the financial condition or creditworthiness of the Obligors.

(b) Without limiting the generality of the foregoing, the Trustee has not and shall not be deemed to have made any representation or warranty of any kind to the Beneficiaries with respect to:

- (i) the due execution of the Rental Agreements;
- (ii) any representation, warranty or statement made by the Assignor or any other third party;
- (iii) inspection of any of the property, books or records of the Assignor or any other third party; and
- (iv) realisation of the Assets.

(c) The Beneficiaries shall have no recourse against the Trustee, save and except to the extent of the Assets realised and in possession of the Trustee to be distributed by the Trustee amongst the Beneficiaries in accordance with the terms herein contained, on account of any reason including but not limited to:

- (i) breach of any covenant (including but not limited to the representations, warranties and indemnities) by the Assignor or the Obligors under the Rental Agreements and/or under the security documentation pertaining to the Receivables and/or by any of the other Parties to the various other documents executed by the Trustee in relation to the Assets and pursuant to the objects and/or any default or non-payment by the Obligors of any amount constituting the Receivables;
- (ii) any cost, charge and expense incurred (including stamp duty and/or registration fees, if any) or payable in relation to any underlying documentation as well as any documentation;
- (iii) the financial condition or credit worthiness of the Assignor or any other third Person;
- (iv) any shortfall in the Receivables whether arising out of inadequate realisations or lack of recovery of the Receivables or otherwise; and
- (v) if any of the obligations of the Assignor or any Obligors under or pursuant to any of the Rental Agreements and/or security documentation pertaining to the Receivables being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.

7.6 Governing Law and Jurisdiction

- (a) This Deed shall be governed by the laws of India.
- (b) The courts/ tribunals of Mumbai shall have exclusive jurisdiction to hear and determine any dispute, controversy or claims arising out of or relating to this Deed or the breach, termination or invalidity thereof.

7.7 Supersession

In the event of any discrepancy, inconsistency or contradiction in terms of the related documents to be executed to give effect to the transaction contemplated and those contained in this Deed, the terms of the Deed shall override and supersede the terms of other related documents to be executed to give effect to the transaction contemplated to the extent of such contradiction, inconsistency and contradiction.



Settlor	Trustee
	

**SCHEDULE 1: PAY-OUT SCHEDULE**

**Series 1 Senior Tranche Pay-out**

All Amounts in INR

बदर-१७/  
१४०६५ ३६ या  
२०२२

Month	Opening Amount	Interest	Principal Repayment	Monthly pay-out to Series 1 Senior Tranche Investors	Closing Amount
1	6,88,00,000	10,54,219	13,22,230	23,76,450	6,74,77,770
2	6,74,77,770	10,33,959	13,42,491	23,76,450	6,61,35,279
3	6,61,35,279	10,13,388	13,63,062	23,76,450	6,47,72,217
4	6,47,72,217	9,92,502	13,83,948	23,76,450	6,33,88,269
5	6,33,88,269	9,71,296	14,05,154	23,76,450	6,19,83,115
6	6,19,83,115	9,49,764	14,26,685	23,76,450	6,05,56,430
7	6,05,56,430	9,27,903	14,48,546	23,76,450	5,91,07,884
8	5,91,07,884	9,05,707	14,70,742	23,76,450	5,76,37,142
9	5,76,37,142	8,83,171	14,93,278	23,76,450	5,61,43,863
10	5,61,43,863	8,60,290	15,16,160	23,76,450	5,46,27,703
11	5,46,27,703	8,37,058	15,39,392	23,76,450	5,30,88,312
12	5,30,88,312	8,13,470	15,62,980	23,76,450	5,15,25,332
13	5,15,25,332	7,89,520	16,32,240	24,21,760	4,98,93,092
14	4,98,93,092	7,64,510	16,57,250	24,21,760	4,82,35,842
15	4,82,35,842	7,39,116	16,82,644	24,21,760	4,65,53,197
16	4,65,53,197	7,13,333	17,08,427	24,21,760	4,48,44,770
17	4,48,44,770	6,87,154	17,34,606	24,21,760	4,31,10,164
18	4,31,10,164	6,60,575	17,61,185	24,21,760	4,13,48,979
19	4,13,48,979	6,33,589	17,88,171	24,21,760	3,95,60,808
20	3,95,60,808	6,06,188	18,15,572	24,21,760	3,77,45,236
21	3,77,45,236	5,78,369	18,43,391	24,21,760	3,59,01,845
22	3,59,01,845	5,50,122	18,71,638	24,21,760	3,40,30,207
23	3,40,30,207	5,21,443	19,00,317	24,21,760	3,21,29,890
24	3,21,29,890	4,92,325	19,29,435	24,21,760	3,02,00,455
25	3,02,00,455	4,62,760	21,65,400	26,28,160	2,80,35,055
26	2,80,35,055	4,29,580	21,98,580	26,28,160	2,58,36,475
27	2,58,36,475	3,95,891	22,32,269	26,28,160	2,36,04,206
28	2,36,04,206	3,61,686	22,66,474	26,28,160	2,13,37,733
29	2,13,37,733	3,26,957	23,01,203	26,28,160	1,90,36,530
30	1,90,36,530	2,91,696	23,36,464	26,28,160	1,67,00,065
31	1,67,00,065	2,55,894	23,72,266	26,28,160	1,43,27,800
32	1,43,27,800	2,19,544	24,08,616	26,28,160	1,19,19,184
33	1,19,19,184	1,82,637	24,45,523	26,28,160	94,73,661
34	94,73,661	1,45,164	24,82,996	26,28,160	69,90,666
35	69,90,666	1,07,118	25,21,042	26,28,160	44,69,623
36	44,69,623	68,488	44,69,623	45,38,111	0

Settlor	Trustee
	



बदर-१७/		
१६०६०	४०	५२
२०२२		

**SCHEDULE 1A: DETAILS OF THE RECEIVABLES**

Receivables*	
Month	Total Monthly Collections
1	25,43,882
2	25,43,882
3	25,43,882
4	25,43,882
5	25,43,882
6	25,43,882
7	25,43,882
8	25,43,882
9	25,43,882
10	25,43,882
11	25,43,882
12	25,43,882
13	25,43,882
14	25,43,882
15	25,43,882
16	25,43,882
17	25,43,882
18	25,43,882
19	25,43,882
20	25,43,882
21	25,43,882
22	25,43,882
23	25,43,882
24	25,43,882
25	25,43,882
26	25,43,882
27	25,43,882
28	25,43,882
29	25,43,882
30	25,43,882
31	25,43,882
32	25,43,882
33	25,43,882
34	25,43,882
35	25,43,882
36	25,43,882

\*The Receivables arising from the Rental Agreements executed in relation to the Underlying Assets set out above is indicative in nature and may undergo alterations as per the provisions of the Assignment Deed.



Settlor	Trustee
	

**SCHEDULE 2: CREDIT ENHANCEMENTS**

1. Grip and Vriksh Advisors Private Limited will arrange Credit Enhancements on the day of execution of the Assignment Deed, in the form and manner provided under the Assignment Deed and the other Transaction Documents, or in such other form and manner as may be acceptable to the Rating Agency and the Trustee. The Credit Enhancements shall be drawn upon only to make payments towards Series 1 Senior Tranche Pay-outs for any shortfall in amounts required as per the Waterfall Mechanism, provided however, the external Credit Enhancements cannot be utilized for the purposes of meeting any tax liability, arising out of defaults, in accordance with Applicable Law.
2. On the date falling at least 10 (Ten) days prior to a Pay-out Date or the Maturity Date, if there is a shortfall in the amounts available in the Collection and Pay-out Account in meeting any payments due and payable on the Pay-out Date in accordance with the Waterfall Mechanism (other than any payments due to the Residual Beneficiary) then the Trustee will follow the procedure set out in paragraph 3 below.
3. When the Credit Enhancements are required to be utilised, the Trustee will:
  - (a) call upon the Designated Bank in writing, not later than 4:00 p.m. on such day which is 10 (Ten) days prior to the relevant Pay-out Date or the Maturity Date as the case may be, to remit such amounts available under the Credit Enhancements as are required to meet the shortfall, into the Collection and Pay-out Account; and
  - (b) on receiving the above written instructions, the Designated Bank shall forthwith make the credit of the amount instructed by the Trustee into the Collection and Pay-out Account.
4. The Credit Enhancements arranged by Grip and Vriksh Advisors Private Limited will be drawn down to the extent of any deficit between the scheduled monthly Series 1 Senior Tranche Pay-out as per **Schedule 1 (Pay-out Schedule)** hereto and the actual Receivables collected by the Servicer in that particular month.
5. Any unused Credit Enhancements arranged by Grip and/or Vriksh Advisors Private Limited, may be released, subject to all amounts payable to the Series 1 Senior Tranche Investors under this Deed having been paid. All costs and expenses for such transfer shall be borne by Grip and/or Vriksh Advisors Private Limited, as the case may be.

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<b>Settlor</b>	<b>Trustee</b>

IN WITNESS WHEREOF of the Trustee hereto has caused this Declaration of Trust to be executed on the day, and year first hereinabove written.

SIGNED AND DELIVERED  
on behalf of **BEACON TRUSTEESHIP LIMITED** )  
as the **Settlor** within named by the )  
hands of Ms. Payal Bhayani its )  
authorised representative in the presence of )  
1. \_\_\_\_\_ )

For Beacon Trusteeship Limited  
*P. R. Bhayani*  
Authorized Signatory

(Witness)

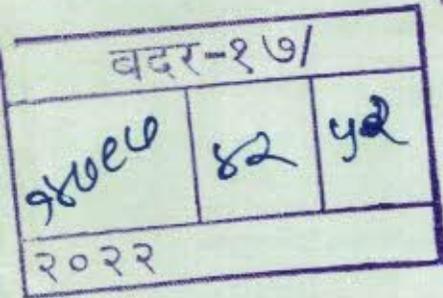
SIGNED AND DELIVERED  
on behalf of **BEACON TRUSTEESHIP LIMITED** )  
as the **Trustee** within named by the )  
hands of Ms. Payal Bhayani its )  
authorised representative in the presence of )  
1. \_\_\_\_\_ )

For Beacon Trusteeship Limited  
*P. R. Bhayani*  
Authorized Signatory

(Witness)

1) Supriya Salunkhe Salunkhe

2) Rishesh Ambulkar Urohastekar



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MANAGEMENT COMMITTEE MEETING OF BEACON TRUSTEESHIP LIMITED HELD ON MONDAY, OCTOBER 17, 2022 AT 2:30 P.M. AT 4C & D SIDDHIVINAYAK CHAMBERS, GANDHI NAGAR, OPP MIG CRICKET CLUB, BANDRA (EAST), MUMBAI - 400051

### Authority for Signing and Execution of Documents:

"RESOLVED THAT in suppression to the earlier resolution passed by the Management Committee on September 8, 2022, consent of the Committee be and is hereby accorded to severally authorize following Directors and Officials, to sign and execute Debenture Trust Deeds, Trustee Agreements and such other related documents for accepting charge by way of Hypothecation/Mortgage/Lien/Pledge and Acceptance of Guarantee in favour of Trustees, execute Escrow Agreements, TRA Agreements or any other documents in connection therewith and to register the necessary documents with the office of the Sub-Registrar of Assurance, Registrar of Companies, CERSAI or documentation/financials/returns filing in connection with the specialized assignments such as Trusteeship for Alternative Investment Funds or any other authority as may be required, for and on behalf of the Company and also any other documents relating to the business of the Company:

Mr. Pratapsingh Nathani  
Mr. Ashok Kumar Motwani  
Mr. Kaustubh Kulkarni  
Mr. Jaydeep Bhattacharya  
Ms. Isha Inamdar  
Ms. Veena Nautiyal  
Ms. Deepavali Vankalu  
Mr. Abhinav Trivedi  
Mr. Mahesh Ghadi  
Ms. Taruna Ajwani  
Mr. Amar Shrivastav  
Mr. Viraj Dere  
Ms. Hetal Parikh  
Ms. Kiran Redekar  
Mr. Omkar Namlekar  
Ms. Aarushi Lad  
Ms. Shaanya Shrivastava  
Mr. Shubham Badagude  
Mr. Amit Gurav  
Ms. Foram Dalal  
Mr. Akash Vasumane  
Mr. Devansh Gupta  
Ms. Payal Bhayani

Chairman & Managing Director  
Director  
Director  
Executive Director  
Vice President  
Vice President  
Assistant Vice President  
Senior Manager  
Head AIF - Operations  
Branch Head - Pune  
Manager  
Manager  
Relationship Manager  
Relationship Manager  
Relationship Manager  
Relationship Manager  
Associate-Legal  
Associate-Operations  
Associate-Operations  
Associate-Compliance  
Associate - Securitisation  
Associate - Securitisation  
Associate - Securitisation

बदर-१७/		
१४०००	४३	५२
२०२२		



For Beacon Trusteeship Limited

Authorized Signatory

RESOLVED FURTHER THAT Mr. Pratapsingh Nathani, Chairman & Managing Director be and is hereby, authorized to sub-delegate the power to sign and execute the said documents to any other official of the Company, from time to time.

RESOLVED FURTHER THAT any of the Members of the Management Committee be and is hereby jointly/severally authorized to submit a certified true copy of this resolution to the Bank(s)/other authorities as may be required and requested upon."

//CERTIFIED TO BE TRUE//

For Beacon Trusteeship Limited  
For Beacon Trusteeship Limited

  
Authorized Signatory  
Pratapsingh Nathani  
Chairman & Managing Director  
DIN: 07224752

बंदर-१७/		
१४०००	४४	५०
२०२२		



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BEACON TRUSTEESHIP LIMITED



23/12/2015  
Permanent Account Number

AAGCB5444C

4दर-१७/		
१४०६६	४५	५२
२०२२		

09012016

THE UNION OF INDIA  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No. MH47 20180040373 DOI: 27-11-2018  
Valid Till: 26-11-2038 (NT)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DOI
LMV	27-11-2018
MCWG	27-11-2018

DOB: 07-07-1992 BG: O+

Name: PAYAL RASIK BHAYANI  
S/DW of: RASIK LALJI BHAYANI  
Add: 5 DEVDARSHAN BUILDING  
CARTER ROAD NO 5  
BORIVALI EAST, MUMBAI  
PIN: 400086  
Signature & ID of Issuing Authority: MH47

FORM 7  
RULE 16 (2)

Signature/Thumb Impression of Holder

P. S. Bhogari



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१४६६७	४६	५२
२०२२		



बदर-१७/		
१४६६६	४७	५२
२०२२		

THE UNION OF INDIA  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**  
 DL No. MH02 20170007934 DOI: 20-03-2017  
 Valid Till: 19-03-2037 (NT) FORM 7  
RULE 16 (2)

AUTHORITY TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA  
 COV DOI  
 LMV 20-03-2017  
 MCWG 20-03-2017

DOB: 28-05-1990 BG: A+

Name: SUPRIYA SALUNKHE  
 S/D/W of PANDHARINATH SALUNKHE  
 Add: TELLI GALLI OLD POLICE LANE C/501  
 NAVADURGA CHS LTD WINSWAY COMPLEX ANDHERI (E)  
 MUMBAI  
 PIN: 400088  
 Signature & ID of Issuing Authority: MH02 2017451

Signature/Thumb Impression of Holder  




बदर-१७/		
१४७००	४६	५२
२०२२		



बदर-१७/		
स्टेप	ये	५२
२०२२		

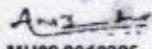

**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**  
 DL No MH02 20100100872      DOI: 11-06-2010  
 Valid Till: 10-06-2030 (NT)

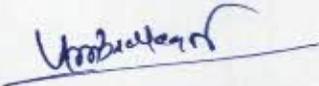

 AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA  
 COV      DOI  
 MCWG    11-08-2010  
 LMV      11-06-2010

**FORM 1**  
**RULE 16 (2)**


DOB: 07-04-1992    BG: B+

Name: VIGNESH AMBULKAR  
 S/D/W of: VIKAS AMBULKAR  
 Add: CHINTU MALI CHL., AMCHANDRA NIVAS,  
 SHIVAJI NGR., M. G. RD., VILE PARLE (E),  
 MUMBAI  
 PIN: 400057  
 Signature & ID of Issuing Authority: MH02 2010325


 Signature/Thumb Impression of Holder





बंदर-२७/		
१४६६५	५०	५२
२०२२		



513/14797

सोमवार, 14 नोव्हेंबर 2022 4:30 म.नं.

दस्त गोषवारा भाग-1

बदर17

दस्त क्रमांक: 14797/2022

दस्त क्रमांक: बदर17 /14797/2022

बाजार मूल्य: रु. 00/-

मोबदला: रु. 1,000/-

भरलेले मुद्रांक शुल्क: रु.500/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. बदर17 यांचे कार्यालयात

पावती:15848

पावती दिनांक: 14/11/2022

अ. क्र. 14797 वर दि.14-11-2022

सादरकरणाऱाचे नाव: बिकॉन ट्रस्टीशिप लिमिटेड - ट्रस्टी तर्फे  
ऑथोराईज्ड सिग्रेटरी पायल भायानी

रोजी 4:27 म.नं. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1040.00

पुष्टांची संख्या: 52

एकूण: 2040.00

दस्त हजर करणाऱ्याची सही:

सह. दु.नि.का.अंधेरी-6

सह. दुय्यम निबंधक, अंधेरी - 6  
मुंबई उपनगर जिल्हा.  
दस्ताचा प्रकार: विश्वस्तलेख

सह. दु.नि.का.अंधेरी-6

सह. दुय्यम निबंधक, अंधेरी - 6  
मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (बोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 14 / 11 / 2022 04 : 27 : 22 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 14 / 11 / 2022 04 : 28 : 56 PM ची वेळ: (फी)

## प्रतिज्ञापत्र

सादर दस्तऐवज हा नोंदणी क्रमांक १९०८ अंतर्गत असलेल्या तस्मुदीनुसारच नोंदणी दाखल केलेला आहे. दस्तातील मजकूर, निष्पादक व्यक्ती, साक्षीदार व कोणत्याही कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक जे संपुर्णपणे जबाबदार राहतील

P.R. Bhayni

लिहून घेणारे (दिनांकासहीत स्वाक्षरी)

P.R. Bhayni

लिहून घेणारे (दिनांकासहीत रु)

बदर-१७/		
१४०६७	५९	५२
२०२२		



प्रमाणित करणेत घेते की, या दस्तामध्ये एकूण...५२...पाने आहेत

सह. दुय्यम निबंधक, अंधेरी क्र. 6  
मुंबई उपनगर जिल्हा

3/1/1911

NO. 10



14/11/2022 4 37:31 PM

दस्त क्रमांक :बदर17/14797/2022

दस्ताचा प्रकार :-विश्वस्तलेख

बदर-१७/Summary-2		
दस्त सोपवारा भाग-2		
१४७७७	५२	५२
२०२२		

बदर17

दस्त क्रमांक:14797/2022

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विकॉन ट्रस्टीशिप लिमिटेड - मेटलर तर्फे ऑथोराईज्ड सिप्रेटरी पायल भायानी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ४ सी व डी, मिडिविनायक बेम्बर्ग, ब्लॉक नं: -, रोड नं: गांधी नगर, एमआयजी क्रिकेट क्लब समोर, बांद्रा (पूर्व), मुंबई, महाराष्ट्र, MUMBAI. पिन नंबर:AAGCB5444C	लिहून देणार वय :- स्वाक्षरी:- P. Bhojani		
2	नाव:विकॉन ट्रस्टीशिप लिमिटेड - ट्रस्टी तर्फे ऑथोराईज्ड सिप्रेटरी पायल भायानी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ४ सी व डी, मिडिविनायक बेम्बर्ग, ब्लॉक नं: -, रोड नं: गांधी नगर, एमआयजी क्रिकेट क्लब समोर, बांद्रा (पूर्व), मुंबई, महाराष्ट्र, MUMBAI. पिन नंबर:AAGCB5444C	लिहून देणार क्र. 3 वय :- स्वाक्षरी:- P. Bhojani		

बरील दस्तऐवज करून देणार तशाकधीत विश्वस्तलेख चा दस्त ऐवज करून दिल्याचे कबुल करतान.  
शिक्षा क्र.3 ची वेळ:14 / 11 / 2022 04 : 34 : 28 PM

ओळख:-

खालील इयम अग्रे निवेदीन करतान की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतान, व त्यांची ओळख पटवितान

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विप्रेश विक्रम आंबुनकर वय:29 पत्ता:२०२ अथणीकर विल्डिंग, ८ पार्क रोड, विलेपार्ले पूर्व मुंबई पिन कोड:400057	स्वाक्षरी V. Bhojani	
2	नाव:सुप्रिया पंढरीनाथ मालुंबे वय:30 पत्ता:२०२ अथणीकर विल्डिंग, ८ पार्क रोड, विलेपार्ले पूर्व मुंबई पिन कोड:400057	स्वाक्षरी S. Bhojani	

शिक्षा क्र.4 ची वेळ:14 / 11 / 2022 04 : 35 : 49 PM

सह. दुय्यम निबंधक, अंधेरी - १  
मुंबई उपनगर जिल्हा.

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2		DHC		1411202208167	1040	RF	1411202208167D	14/11/2022
3		eChallan		MH010511925202223E	1000	RF	0005229940202223	14/11/2022

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दिनांक :..१४.....माहे नोवेंबर २०२२

सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा

