Date: October 30, 2026

To **BSE Limited** Phiroze Jeejeebhoy Towers Dalal Street Mumbai – 400001 Scrip Code: 531595	**National Stock Exchange of India Limited** 5th Floor, Exchange Plaza Bandra (East) Mumbai – 400051 Scrip Code: CGCL	**India International Exchange (IFSC) Limited** 1st Floor, Unit No. 101, The Signature, Building no. 13B, Road 1C, Zone 1, GIFT SEZ, GIFT City, Gandhinagar, Gujarat – 382355	**NSE IFSC Limited** Unit-1201, 12th Floor, Brigade International Financial Centre, Block-14, Road 1C, Zone 1, GIFT SEZ, GIFT City, Gandhinagar, Gujarat – 382355

Subject: Execution of Bipartite Agreement with India International Depository IFSC Limited to act as Registrar and Transfer Agent

Reference: Intimation under Regulation 30, 7 and 51 read with Schedule III and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations")

Ref: Our letter dated October 19, 2026, intimating the outcome of the meeting of the Management Committee

Dear Sir/Ma'am,

With reference to the above, we hereby inform you that, the Company has entered into a bipartite agreement with India International Depository IFSC Limited (IIDI) which shall act as the Registrar and Transfer Agent in connection with the proposed issuance / allotment of up to 3,000 (Three Thousand) senior, secured, rated, listed, redeemable, United States Dollar denominated non-convertible bonds each having face value of USD 10,000 (United States Dollars Ten Thousand only), of the aggregate nominal value of up to USD 30,000,000/- (United States Dollars Thirty Million only) (the "Bonds"), which Bonds shall be issued at par, in dematerialized form, on a private placement basis to certain identified investor(s).

The said intimation was received by the Company on October 30, 2026 at 11:47 A.M.

The aforesaid disclosure will also be made available on the Company's website at www.capriloans.in.

Kindly take the above information on record.

Thanking You,

Yours faithfully,

***for* Capri Global Capital Limited**

Yashesh Bhatt
Company Secretary
Membership No. 20491

महाराष्ट्र MAHARASHTRA ◐ 2026 ◐ FK 189756

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.नि.क्र. 6000009
14 OCT 2026
सक्षम अधिकारी

श्री. दिपक उरतकर !

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE BIPARTITE AGREEMENT BETWEEN CAPRI GLOBAL CAPITAL LIMITED AND INDIA INTERNATIONAL DEPOSITORY IFSC LIMITED.

CAPRI GLOBAL CAPITAL LIMITED

Suresh Gattani

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23 OCT 2026

जोडपत्र-२/Annexure-II

AGREEMENT

दस्तऐवज व्यतिरिक्त वापरण्यात येणाऱ्या मुद्रांकावर ३

मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक
Sales Register Serial No/Date

दस्ताचा प्रकार
(Nature of Document)

नोंदणी करणार आहेत का?
(Whether it is to be Registered?) Yes/no

मिळकतीचे वर्णन-
(Property Description in brief)

मुद्रांक खरेदी करणाऱ्याचे नांव व सही
(Stamp Purchaser's Name & Signature)

हस्ते असल्यास त्यांचे नांव, पत्ता व सही
(If through other person then Name Address & Signature)

दुसऱ्या पक्षकाराचे नांव
(Name of the other Party)

मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

श्री. राजेंद्र गणपत शिंदे परवानाधारक मुद्रांक विक्रेता
परवाना क्रमांक एल.एस.बी.-८९:२०००७
बी-३, हेमु कलानिक इमारत, अलका विहार हॉटेलच्या बाजूला
एल.बी.एस. कार्यालयाच्या मागे, एस.व्ही.रोड,
मालाड (पश्चिम), मुंबई-४०० ०६४.
या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी एक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे
Tel : 28807359 / Mob : 9820141066

23 OCT 2026

616

Capri Global Capital Limited
502, Tower A, Peninsula Business Park,
Senapati Bapat Marg,
Lower Parel, Mumbai – 400 013.

Mahalaxmi Cooperative Bank Ltd.

India International Depository IFSC Ltd

BIPARTITE AGREEMENT BETWEEN THE ISSUER AND INDIA INTERNATIONAL DEPOSITORY IFSC LIMITED

This Bipartite Agreement made and entered into on the date mentioned herein below between the Issuer, which is a company incorporated and registered under the provisions of the Companies Act, 1956 (hereinafter called the "**Issuer**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title), Depository **INDIA INTERNATIONAL DEPOSITORY IFSC LIMITED** who will also act as Registrar and Transfer Agent having its registered office at Unit 2NW & 2SW, 2nd Floor, Building 12B, IFSCA Headquarters, Block 12, Road 1A, Zone 1 (SEZPA), GIFT SEZ PA, GIFT City, Gandhinagar – 382050 (hereinafter called the "IIDI")

Witnesseth as Follows
WHEREAS The Issuer has furnished, to the IIDI an application for its securities being admitted as an "eligible security" in the depository system and also working as the R&T Agent of the Issuer.

NOW THEREFORE in consideration of the IIDI having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Bipartite Agreement hereby covenant and agree as follows:

1. The Issuer agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of IIDI, wherever applicable.
2. The Issuer and IIDI hereby agree that the Bye Laws and Business Rules of IIDI shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
3. The Issuer shall be bound by any amendment to the Bye Laws and Business Rules of IIDI with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of IIDI.
4. The agreement and all contracts and transactions effected by the Issuer under the Bye Laws and Business Rules of IIDI or through the facilities of IIDI shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
5. The Issuer shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer with IIDI within fifteen days of the execution of this agreement and any changes including additions/deletions, thereof shall be communicated to IIDI within fifteen days of such change.
6. The Issuer shall send to IIDI copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with IIDI.
7. IIDI shall allocate unique identity codes to the Issuer.
8. The Issuer shall establish continuous electronic means of communication with IIDI and IIDI shall provide necessary manuals & procedural guidelines to the Issuer as is necessary for effective and prompt conduct of the business of the Depository. The Issuer shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back- up facilities as may be prescribed by IIDI from time to time.
9. The Issuer shall strictly follow the backup procedure recommended by IIDI.

CAPRI GLOBAL CAPITAL LIMITED

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10. The Issuer shall comply with all the systems and procedures recommended by IIDI and shall allow access to their systems by IIDI designated Audit Team for periodic assessment of compliance with systems and procedures.

11. The Issuer agree that IIDI shall not be liable to the Issuer for any loss arising out of any failure of the Issuer to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.

12. The Issuer shall inform IIDI on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.

13. The Issuer shall furnish information to IIDI of any further issues such as rights, bonus, public offerings with details viz.; opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.

14. The Issuer shall give information to IIDI about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, sub-division, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being communicated to the relevant stock exchanges, where the eligible security is listed.

15. The Issuer undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.

16. The Issuer undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer or where there are court orders against any transfer request, if such a request is entertained, the Issuer shall be entirely responsible.

17. The Issuer agrees to be fully responsible for request and where the list of Beneficial Owners is required as on a particular date, the same shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the IIDI whichever is later.

18. It is agreed that the Issuer will continue to be responsible for corporate actions. IIDI undertakes to provide the list of beneficial owners with suitable details to the Issuer as of the record date. This list shall be provided by the IIDI fifteen days after such request has been received by the IIDI. In the event of any loss caused to the Issuer, in respect of any incorrect information relating to the Client, furnished by IIDI or its Participant, IIDI shall indemnify such losses.

19. The Issuer shall indemnify IIDI in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer in respect of the operations of the Depository.

20. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialized under intimation from the Issuer to IIDI after the despatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and the owner of such securities.

21. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in IIDI under intimation from the Issuer in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such

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securities pertaining to any fake or forged securities shall be settled between the Issuer and /or its R&T Agent and such third party.

22. IIDI may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer where the records relating to the depository operations are being maintained and inspect, and take copies thereof.

23. IIDI shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer.

24. IIDI shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and/or its R&T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such request and where the list of Beneficial Owners is required as on a particular date, the same shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the IIDI whichever is later.

25. IIDI shall in its discretion provide any other details that may be required by the Issuer from time to time on the payment of such charges as it may deem fit.

26. The Issuer shall inform IIDI of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with IIDI is situated not less than thirty days before the date of such change.

27. IIDI shall inform the Issuer of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.

28. The Issuer shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of IIDI.

29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning IIDI , the Issuer.

30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of IIDI and that such procedure shall be applicable to any disputes between the IIDI and the Issuer.

31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the IIDI or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Gandhinagar Gujarat only.

	Name	Registered Office Address
Issuer	Capri Global Capital Limited	502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400013
Date of Application		
Date of Agreement		

CAPRI GLOBAL CAPITAL LIMITED

Suresh Gattani

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE ON TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT IN TRIPLICATE ON THE DAY, MONTH, YEAR AND PLACE FIRST MENTIONED

SIGNED, AND DELIVERED			
By the within named through its authorised representative	**CAPRI GLOBAL CAPITAL LIMITED**		
Mention the name of the official here	Suresh Gattani	Signature here	Suresh Gattani Digitally signed by Suresh Gattani Date: 2026.10.26 16:33:06 +05'30'
in the presence of		Signature here	
SIGNED, AND DELIVERED			
By the within named through its authorised representative	**INDIA INTERNATIONAL DEPOSITORY IFSC LIMITED**		
Mention the name of the official here		Signature here	Krishna Gangopadhyay Digitally signed by Krishna Gangopadhyay Date: 2026.10.29 12:29:49 +05'30'
in the presence of		Signature here	