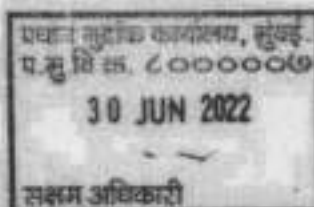




महाराष्ट्र MAHARASHTRA

2022

BP 667577



श्री. दि. क. गवई

This Stamp paper forms part of the
Debenture Trustee Agreement executed
between U&RO Capital Limited and IDBI
Trusteeship Services Limited dated
10, August 2022.

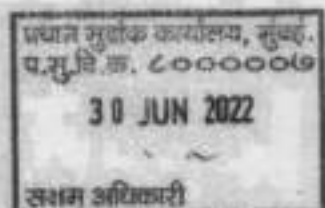




महाराष्ट्र MAHARASHTRA

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BP 667576



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This Stamp paper forms part of the
Debenture Trustee Agreement executed
between UGRD Capital Limited and IDBI
Trusteeship Services Limited dated
10, August 2022.



DEBENTURE TRUSTEE AGREEMENT

This Debenture Trustee Agreement ("Agreement") made on this 10 of August, 2022 at Mumbai:

BETWEEN

1. **UGRO Capital Limited**, a company incorporated under the Companies Act, 1956 with CIN L67120MH1993PLC070739 and having its registered office at Equinox Business Park, Off BKC, LBS Road, Kurla (West), Mumbai- 400070 India (hereinafter referred to as the "Issuer" or the "Company" which expressions shall, unless it be repugnant to the context or meaning, deem to mean and include its successors and permitted assigns) of the **FIRST PART**.

AND

2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company established under the Companies Act, 1956 with CIN U65991MH2001GO1131154 and having its registered office at Asian Building, Ground Floor, 17 R. Kamani Marg, Ballard Estate, 17 R. Kamani Marg, Ballard Estate, Mumbai 400 001, India (hereinafter referred to as "Trustee / Debenture Trustee") (which expression shall include its successors and assigns and the Trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

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

WHEREAS:

- (A) For the purpose of onward lending, financing, and for repayment of interest and principal of existing borrowing of the Company and general corporate purpose the Company is proposing a public issue (the "Issue") of debentures of face value of Rs. 1000/- each, in the nature of secured, redeemable, non-convertible debentures (the "Debentures", "NCDs") aggregating to Rs. 5,000 lakhs with an option to retain over-subscription upto Rs. 5,000 lakhs within the borrowing limits stipulated under its corporate authorizations including its board and shareholders resolution, provisions of the Companies Act, 2013 and in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time ("SEBI NCS Regulations"), SEBI Circular No. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 ("SEBI Operational Circular") and relevant rules, the rules and regulations formulated by Securities and Exchange Board of India ("SEBI"), and subject to compliance with any other law, regulations, rules and directions issued by Government of India or any other regulatory authority in that regard.
- (B) The Issue is within the borrowing powers of the issuer under section 180(1)(c) of the Companies Act, 2013 as approved by the shareholders in the Annual General Meeting conducted on 1st September 2021. The Investment Borrowing Committee of Board of Directors of the Company has pursuant to its resolution dated 27th July 2022 approved the Issue.
- (C) Pursuant to the SEBI NCS Regulations the Company is required to appoint Debenture Trustee for the benefit of the Debenture holders and accordingly the Company has approached the Trustee to act as the Debenture Trustee for the Debenture holders and the Trustee has agreed to act as the Debenture Trustee for the Debenture holders. Further, the appointment of the Debenture Trustee is in compliance with Rule 18(2)(c) of The Companies (Share Capital and Debentures) Rules, 2014.



- (D) The Debenture Trustee hereby confirms that it is validly registered with the Securities Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 vide a certificate of registration bearing registration no. IND0000000460 and that the aforesaid certificate is permanently valid, unless suspended or cancelled by the Securities and Exchange Board of India. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended or withheld. Further, the appointment of the Debenture Trustee is in compliance with Rule 18(2)(c) of The Companies (Share Capital and Debentures) Rules, 2014.
- (E) At the request of the Company, the Trustee has agreed to act as the Debenture Trustee under this Agreement on the terms and conditions agreed upon and hereinafter set out.

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

- (i) That the Company hereby appoints the Trustee as the Debenture Trustee for the benefit of Debenture holders of the Issue of the debentures aggregating to Rs. 10,000 Lakhs to be issued by the Company and the Trustee hereby agrees to act as the Debenture Trustee for the Debenture holders.
- (ii) As the NCDs proposed to be issued under the Issue are to be secured, the Company shall create / procure to create the securities over the moveable properties i.e. exclusive charge on current assets, book debts, loans, advances and receivables including gold loan receivables (both present and future). The Company shall execute the Debenture Trust Deed and other necessary security documents for said Issue of Debentures, prior to filing of the application for listing of the NCDs, in accordance with the SEBI NCS Regulations, security documents shall be executed within such timelines prescribed under applicable law. The Company agrees that the Issue proceeds shall be kept in a separate escrow account and shall not be utilized by the Company until the Debenture Trust Deed and security documents are executed by the Company. Further, it shall provide, at the time of entering into this Agreement, all such information / documents / consents that are required by the Trustee in terms of the applicable laws including, Clause 4 of the SEBI Circular No. SEBI/HO/MRSD/CRA/DT/CIR/P/2020/218 dated November 3, 2020 to enable the Trustee to exercise due diligence with respect to creation of security.
- (iii) The Company shall execute the Debenture Trust Deed prior to the listing of debentures in two parts consisting of: Part A containing statutory/standard information pertaining to the debt issue inter alia consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue. The Debenture Trust Deed shall contain the definitive terms and condition relating to the issue of the Debentures including provisions relating to the retirement and removal of the Debenture Trustee. The Company undertakes to execute the Debenture Trust Deed in accordance with Regulation 14 read with Schedule IV of the SEBI Debenture Trustee Regulations and in accordance with any other Applicable Laws.
- (iv) The Debenture Trustee further confirms that it is not disqualified or prohibited from being appointed as the debenture trustee for the Issue due to any reasons specified under any Applicable Laws and is eligible to act as a debenture trustee as per clause 4 of Section 71 of the Companies Act and Regulation 13 and Regulation 13A of the SEBI Debenture Trustee Regulations.
- (v) The Company shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration, as may be agreed upon between the Company and Debenture Trustee by way of consent letter bearing no. 44682-2/2024-25/10-23/2024 and dated August 10, 2022 for their services as Debenture Trustee in addition to all agreed legal, traveling and other costs, charges and expenses which the



Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security.

(vi) Arrears of installments of annual service charges, if any, shall carry interest at the rate of twelve per cent per annum (12% p.a.) from the date till the actual payment, which shall be payable on the footing of compound interest with quarterly rests.

(vii) The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee, including such information as required to be furnished under applicable law and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:

- (a) Prospectus in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
- (b) The necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the issue, allotment and the creation of security thereunder;
- (c) Certificate issued by the registrar of companies in relation to the charge created to secure the Debentures;
- (d) Agreement with the registrar to issue;
- (e) Letters from CRAs about ratings;
- (f) Proof of credit of the Debentures in favour of the Debentures Holders within 30 (thirty) days of registration of charge with the registrar of companies (in case where the allotment letter has been issued and Debenture certificates are to be issued after registration of charge);
- (g) Depository details;
- (h) Letters from the bankers to the issue with whom the issue proceeds are deposited;
- (i) Latest annual report;
- (j) Executed Debenture Trustee Agreement;
- (k) Debenture Trust Deed;
- (l) Security documents executed in relation to the Debentures;
- (m) Certified true copy of the resolution(s) for allotment of Debentures;
- (n) Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI and under applicable law;
- (o) Certificate from Statutory auditor of the Company for utilization of funds/issue proceeds to be issued in accordance with applicable law;
- (p) Statutory auditor certificate, on a half yearly basis giving the value of book debt and receivables, including compliance with the covenants of the Prospectus;
- (q) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the asset cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the Debentures, if any, debenture redemption reserve and recovery expense fund;
- (r) Periodical reports / information on quarterly / half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debenture Trustee Regulations, Debt Listing Regulations, debt listing agreement or the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- (s) Beneficiary position reports as provided by the registrar and transfer agent;
- (t) Approval for listing of the Debentures from the Stock Exchange;
- (u) Any such information sought and provide access to relevant books of accounts as Listing application along with the required details / annexures submitted to the stock exchange;
- (v) Acknowledgement of filing Prospectus with the Stock Exchange/ registrar of companies;



- (w) Listing and trading permission from the Stock Exchange;
- (x) Details of the recovery expenses fund to be created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from the Stock Exchange on the amount of such fund maintained and the mode of maintenance;
- (y) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount;
- (z) Public issue account/escrow agreement (certified true copy);
- (aa) Bank statement confirming the transfer of issue proceed after security creation from the public issue account to the Company's bank account;
- (bb) Such other documents as may be reasonably required by the Debenture Trustee.

(viii) The Company shall comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI NCS Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013, Chapter VII - Specifications related to ISIN for debt securities of the SEBI Operational Circular, Chapter III - Day count convention, disclosure of cash flows and other disclosures in the offer document of the SEBI Operational Circular, Prospectus and other applicable provisions and agrees to furnish to Trustees such information in terms the same on regular basis.

(ix) This agreement is entered into in compliance with the provisions of Regulation 13 of SEBI (Debenture Trustees) Regulations, 1993, SEBI NCS Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013 and rules and regulations made thereunder as amended from time to time applicable as on the date of the Draft Prospectus/ Prospectus, and other applicable provisions and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.

(x) The Company hereby declares and confirms that the NCDs are secured by of exclusive charge.

(xi) On the due date for payment of interest and redemption of principal, the Company hereby agrees and undertakes to confirm to the Debenture Trustee and Credit Rating Agencies ("CRAs"), the relevant international securities identification number ("ISIN") wise status of payment of interest and redemption of principal with respect to the Debentures in the following format:

Issue Size/Tenure/Size	ISIN No.	Due Date of payment of interest/principal	Actual Date of payment of interest/principal	Has the Debenture been purchased made by the registered stock exchange	Has the Debenture been purchased made by the registered stock exchange of the Company in case of default	Name of the Stock Exchange where the Debentures are listed	Name of the Credit Rating Agency

(xii) The Company undertakes to furnish to the Trustee and the CRAs a copy of the certificate submitted by it to the relevant Stock Exchanges under Regulation 57(1) of SEBI LODR Regulations.

(xiii) The Debenture Trustee confirms that it "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the Debenture Holders for the Debentures and is not prohibited from acting as the Debenture



Trustee under Rule 18(2)(c) of the (Companies Share Capital and Debentures Rules, 2014) as amended from time to time.

(xiv) The Company agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.

(xv) The Company confirms that all necessary disclosures will be made in the Offer Documents pertaining to the Issue, including but not limited to statutory and other regulatory disclosures.

(xvi) The Company agrees to submit the documents required as per Regulation 37(3) of the SEBI NCS Regulations and any other Applicable Laws to the Debenture Trustee and the Stock Exchanges for purpose of listing the NCDs on its capital markets and/or wholesale debt market segment and agrees to obtain the in-principle approval from the Stock Exchanges in connection with the Issue as per Regulation 6 of the SEBI NCS Regulations.

(xvii) The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the Securities Exchange Board of India ("SEBI") from accessing the securities market or dealing in securities. The Company hereby further declares and confirms that, as on the date of this Agreement, and the date of filing the Offer Document/Information Memorandum, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI (Issue and Listing of Non-convertible Securities) Regulation, 2021.

(xviii) The Company hereby declares and confirms that the proposal to create security to secure the NCDs shall be disclosed in the Prospectus and Abridged Prospectus.

(xix) In terms of Chapter XI-Operational framework for transactions in defaulted debt securities post maturity date/ redemption date of the SEBI Operational Circular, the Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holders. Further, the Company hereby undertakes that it shall pre-authorize the Debenture Trustee to obtain information relating to the payment of the redemption amount from the bank designated by the Company for the payment of redemption amount. The Debenture Trustee confirms that it is not an associate of the Company in terms of SEBI (Debenture Trustee) Regulations, 1993.

(xx) Documents required to be submitted prior to or simultaneously with execution of this Agreement:

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. The Company shall provide all the information and documents as set out in Annex A hereto.

(xxi) Terms of carrying out due diligence:

(a) The Debenture Trustee, either through itself or its agents / advisors / consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the



assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Debenture Trust Deed, has been obtained. For the purpose of carrying out the due diligence as required under Applicable Law, the Debenture Trustee, either through itself or its agents / advisors / consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts or management consultants appointed by the Debenture Trustee. Prior to appointment of any agents, advisors, consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents, advisors or consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction and that they shall abide by the confidentiality obligations similar to those of the Debenture Trustee herein.

- (b) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered / disclosed.
- (c) Further, in the event that existing charge holders or any trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
- (d) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with applicable law.
- (e) The Debenture Trustee shall take necessary steps to bring the Investor Charter, as provided in SEBI Circular No. SEBI/HO/MIRSD/MIRSD_CRADT/P/CIR/2021/575 dated November 30, 2021:
 - I. Disseminating the investor charter on their website through e-mail;
 - II. Displaying the investor charter at prominent places in offices etc.
- (f) The Debenture Trustee shall intimate stock exchange and depositories the status of payment of debt securities within 9 working days of the maturity / redemption date, in case the issuer fails to intimate the status of payment of the debt securities within stipulated timelines, then debenture trustee(s) shall seek status of payment from issuer and/ or conduct independent assessment (from banks, investors, rating agencies, etc.) to determine the same.

(xxii) Representations And Warranties

Each Party hereby represents and warrants to each of the other Parties that:

- (i) It is a company duly incorporated and validly existing under the laws of its applicable jurisdiction and has the requisite corporate power, authority and capacity to enter into, deliver and perform this Agreement;



- (ii) it has been duly authorised by all necessary actions on its part (including obtaining necessary approvals from third parties, if any, required by such Party); and
- (iii) execution of this Agreement does not constitute a breach of applicable law by such Party.

(xxiii) Information Accuracy and Storage

- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;
- (b) The Company confirms that the requisite disclosures made in the Prospectus are true and correct;
- (c) All disclosures made in the Prospectus with respect to creation of security are in confirmation with the clauses of this Agreement;
- (d) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them solely for the purpose of the due diligence to be undertaken in relation to the issue subject to confidentiality obligations; and
- (e) The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Law) information including the credit history and the conduct of the account(s) of the Company as well as all details in relation to the assets of the Company and all third party security providers, guarantors and other undertaking providers, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

(xxiv) Other Terms And Conditions

- (a) The Company agrees that the issue proceeds shall be kept in the public issue account with a scheduled commercial bank and shall not be utilised by the Company until the Debenture Trust Deed and the relevant security documents are executed and until the listing and trading approval in respect of the Debentures is obtained by the Company.
- (b) The Company hereby declares and confirms that it shall give an undertaking in the Prospectus that the assets on which the charge is created is free from encumbrances
- (c) The Company hereby declares that, neither is the Company nor are any of its Promoters or directors a wilful defaulter, nor has the Company defaulted in the payment of interest or the repayment of the principal amount in respect of any debt securities issued by it to the public, if any, for a period of more than 6 (six) months.
- (d) The Debenture Trustee shall independently verify whether conditional consent/ permission (if any) given to the Company by existing charge holders is valid as per the transaction documents and also intimate the existing charge holders via e-mail about further creation of charge on assets by the Company seeking their comments/ objections, if any, to be communicated within next 5 (five) working days.



- (e) Debenture Trustee shall disclose the information to the investors and the general public by issuing a press release in any of the following events:
- (a) default by issuer to pay interest on the NCDs or redemption amount;
 - (b) failure to create a charge on the assets;
 - (c) revision of rating(s) assigned to the NCDs.
- (f) In terms of Regulation 18(6) of the SEBI NCS Regulations, the Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holders. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
- (g) The Company hereby declares the following:
- The Company has a net worth of at least Rs. 500 crores, as per the audited balance sheet of the preceding financial year ended March 31, 2022 audited by the statutory auditors of the Company;
 - NCDs to be issued under the Issue have been assigned a rating of not less than "AA-" category or equivalent by a SEBI registered credit rating agency;
 - No regulatory action is pending against the Company or its Promoter or Directors before SEBI, Reserve Bank of India or any other regulatory authority;
 - The Company has not defaulted in the repayment of deposits or interest payable thereon or redemption of preference shares or redemption of debt securities and interest payable thereon, or payment of dividend to any shareholder, or repayment of any term loan or interest payable thereon, in the last three financial years and the current financial year;
 - The Company has a consistent track record of operating profit for the last three years;
 - Neither the Company, nor its Promoter or its Directors or Promoter Group are debarred from accessing the securities market or dealing in securities by SEBI;
 - Neither the Promoter of the Company nor its Directors is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by SEBI;
 - Neither the Company nor its Promoter or its Directors are wilful defaulters;
 - Neither the Promoter nor the whole-time Directors of the Company are promoters or whole-time directors of any other company which is a wilful defaulter;
 - Neither the Promoter nor the Directors of the Company are fugitive economic offenders;
 - There are no fines or penalties levied by SEBI or any stock exchange which are pending to be paid as on the date of this certificate; and
 - The Company as on the date of filing of the Draft Prospectus, is not in default of payment of interest or repayment of principal amount in respect of non-convertible securities for a period of more than six months.
- (h) The Company further confirms that:
- (i) All material covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the Debenture Trustee, etc.) are disclosed in Prospectus; and
 - (ii) Material terms and conditions of this Agreement including fees charged by the Trustee and brief process of due diligence carried out by Debenture Trustee shall be disclosed under the Prospectus.

AM



(XXV) Stamp Duty And Expenses

The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue, including on the Debentures, shall be solely borne by the Company.

(XXVI) General Provisions

- a. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- b. If any provision or any portion of a provision of this Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- c. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

(xxvii) Jurisdiction:

- a. This Agreement shall be governed by and construed as per laws in India.
- b. The Parties agree that the courts and tribunals at Mumbai shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

IN WITNESS THEREOF the parties hereunto have set their hands on this 10 day of August 2022 hereinabove written.

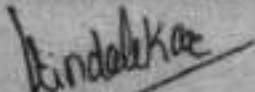
FOR AND BEHALF OF UGRO Capital Limited
Through its authorized signatory



Name: Namrata Sejnani

Designation: Company Secretary and Compliance Officer

FOR AND BEHALF OF THE DEBENTURE TRUSTEE
IDBI Trusteeship Services Limited



Authorized signatory

Navita Hindalekar



ANNEXURE A

Information/ documents to be provided by the Issuer Company, prior to entering into the Agreement:

Sr. No.	Information/ Documents
i.	Details of information in relation to the assets on which charge is proposed to be created including: (a) Details of movable properties; (b) Copies of the relevant agreements/ memorandum of understanding which pertains to the security proposed to be created for securing the Debentures; and (c) Copy of evidence of registration with Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.
ii.	For unencumbered assets, on which charge is proposed to be created: an undertaking that the assets on which charge is proposed to be created are free from any encumbrances.
iii.	An undertaking confirming that all the information provided to the Debenture Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
iv.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

