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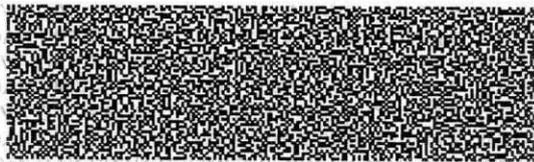
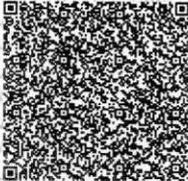
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

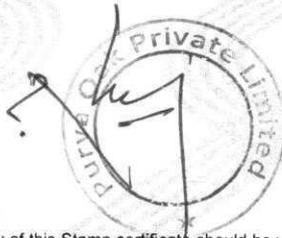
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**Certificate No.** : IN-KA14835531718878X  
**Certificate Issued Date** : 05-Dec-2025 12:32 PM  
**Account Reference** : NONACC (FI)/ kakscsa08/ HALASURU3/ KA-GN  
**Unique Doc. Reference** : SUBIN-KAKAKSCSA0834956639020348X  
**Purchased by** : PURVA OAK PRIVATE LIMITED  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : DEBENTURE TRUSTEE APPOINTMENT AGREEMENT  
**Consideration Price (Rs.)** : 440,00,00,000  
 (Four Hundred Forty Crore only)  
**First Party** : PURVA OAK PRIVATE LIMITED  
**Second Party** : CATALYST TRUSTEESHIP LIMITED  
**Stamp Duty Paid By** : PURVA OAK PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
 (Five Hundred only)



Please write or type below this line

This stamp paper forms an Integral part of the Debenture trustee appointment agreement dated December 08, 2025, executed inter alia between Purva Oak Private Limited as the issuer and Catalyst Trusteeship Limited as the debenture trustee



Statutory Alert:

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

KARNATAKA GOVERNMENT OF KARNATAKA





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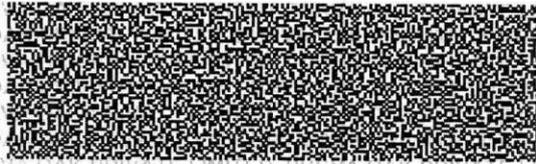
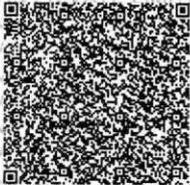
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

**Certificate No.** : IN-KA14833531170123X  
**Certificate Issued Date** : 05-Dec-2025 12:31 PM  
**Account Reference** : NONACC (FI)/ kaks CSA08/ HALASURU3/ KA-GN  
**Unique Doc. Reference** : SUBIN-KAKAKSCSA0834954008505757X  
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KARNATAKA GOVERNMENT OF KARNATAKA

**DEBENTURE TRUSTEE APPOINTMENT AGREEMENT**

Dated 08<sup>th</sup> day of December 2025

**BETWEEN**

**PURVA OAK PRIVATE LIMITED**  
(as the “**Issuer**” or “**Company**”)

**AND**

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

**JC** | **JURIS CORP**  
Advocates & Solicitors

Legal Counsel  
**Mumbai | New Delhi**



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## DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This **DEBENTURE TRUSTEE APPOINTMENT AGREEMENT** ("**Agreement**") is made at Bengaluru, India, on this 08<sup>th</sup> day of January 2026 ("**Effective Date**"), by and between:

**PURVA OAK PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 2013 with corporate identification number U65100KA2016PTC096197 and having its registered office at 130/2, Ulsoor Road, Bangalore, Karnataka - 560042, India (hereinafter referred to as the "**Issuer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

**AND**

**CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 with corporate identification number U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune, Maharashtra, India - 411038 and branch office at Cabin 5, 3rd Floor, Bhive Workspace 19, 4th C Cross Rd, KHB Colony, Industrial Area, 5th Block, Koramangala, Bengaluru, Karnataka – 560095, India (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

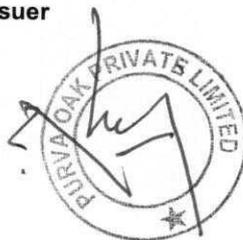
The Issuer and the Debenture Trustee shall, wherever the context requires, be referred to jointly as "**Parties**" and each individually as a "**Party**".

### WHEREAS:

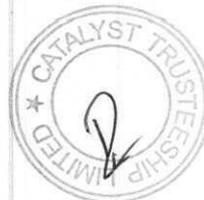
- A. The Issuer proposes to issue and allot up to INR 440,00,00,000/- (Indian Rupees Four Hundred and Forty Crores Only) comprising of:
- (i) up to 24,000 (twenty four thousand) senior, rated, listed, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash at par, aggregating up to INR 240,00,00,000/- (Indian Rupees Two Hundred and Forty Crores Only) ("**Series I Debentures**");
  - (ii) up to 15,500 (fifteen thousand and five hundred) senior, rated, listed, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash at par, aggregating up to INR 155,00,00,000/- (Indian Rupees One Hundred and Fifty Five Crores Only) ("**Series II Debentures**"); and
  - (iii) up to 4,500 (four thousand and five hundred) senior, rated, listed, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash at par, aggregating up to INR

1

Issuer



Debenture Trustee



45,00,00,000/- (Indian Rupees Forty Five Crores Only) ("**Series III Debentures**");

(Series I Debentures, Series II Debentures and Series III Debentures shall hereinafter collectively be referred to as the "**Debentures**"), in accordance with the provisions of the Companies Act and the SEBI Guidelines. The Debentures shall have the benefit of the Security within such period as more particularly detailed in the Debenture Trust Deed (as defined hereinafter).

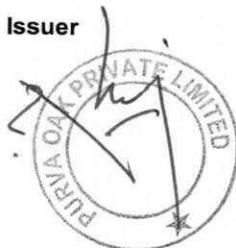
- B. The Issuer, being duly empowered by its Charter Documents, has pursuant to:
- (i) the approval of its shareholders in terms of the resolution passed under Section 180(1)(c) of the Companies Act (as defined below) at the extraordinary general meeting held on May 15, 2024; and
  - (ii) the approval of the Board of Directors in terms of the resolution passed under Section 179 (3) of the Companies Act at the board meeting held on December 02, 2025,

approved the issuance of the Debentures, on a private placement basis in the terms of this Agreement, the Offer Documents, other Debenture Documents and in accordance with Applicable Law.

- C. The Debentures will be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996 and rules notified by the Depository from time to time. Accordingly, the Issuer has entered into agreements with the Depository for issuing the Debentures in dematerialised form.
- D. The Debentures are proposed to be listed on the wholesale debt market segment of BSE Limited ("**Stock Exchange**") pursuant to and in accordance with the SEBI NCS Regulations (as hereinafter defined).
- E. Pursuant to the provisions of the Companies Act and the provisions of the SEBI NCS Regulations and the regulations, circulars, notifications as amended from time to time and as applicable to the issue of the Debentures and notified by SEBI, the Issuer is required to appoint a debenture trustee to act in trust for, on behalf of and for the benefit of the Debenture Holders.
- F. The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Trustees Regulations.
- G. The Debenture Trustee has been approached to act as the debenture trustee for the benefit of, *inter alia*, the Debentures Holders, and the Debenture Trustee has consented to act, pursuant to its letter dated November 11, 2025, bearing reference number CL/DEB/25-26/1236 as set out under **Annexure I** (*Consent Letter of the Debenture Trustee*) ("**DT Consent Letter**"), as the debenture trustee for the benefit of

2

Issuer



Debenture Trustee



the Debenture Holders and to hold the Security and/or the contractual comforts to be created / furnished by the Obligors, in favour of the Debenture Trustee to secure the Secured Obligations. It is clarified that the Debenture Trustee shall act on or behalf and only for the benefit of the Debenture Holders in the manner as set out in this Agreement and the Debenture Documents.

- H. Accordingly, the Issuer and the Debenture Trustee have agreed to execute this Agreement on the terms and conditions agreed upon and hereinafter set out.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree as follows:

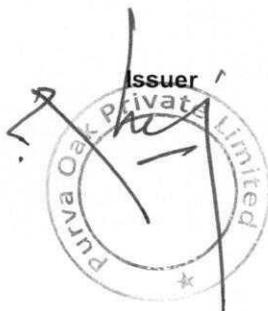
## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, except where the context otherwise requires: (a) unless otherwise defined, capitalised terms in this Agreement shall have the meaning given to them in the Debenture Trust Deed; and (b) capitalised terms defined anywhere in this Agreement by inclusion in quotations and/or parenthesis shall have the meaning so ascribed; and (c) the following terms shall have the following meaning:

**"Applicable Law"** means, in relation to India, any statute, law, regulation, ordinance, rule, judgment, order, decree of any court, any arbitral authority or any authority or directive, bye-law, directive, guideline, circular, order, notification, binding conditions, policy, requirement (including any requirement under, or notice of, any regulatory body), listing agreement with a Stock Exchange or other governmental restriction, delegated or subordinate legislation, including any applicable securities law, including but not limited to the Securities and Exchange Board of India Act, 1992, as amended, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, the SEBI Guidelines and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by any Governmental Authority including the RBI, Karnataka RERA, Maha RERA and/or of any stock exchange, whether in effect as of the Effective Date or at any time hereafter.

**"Companies Act"** means the Companies Act, 2013, and for any matters or affairs prior to the notification of the relevant provisions of the Companies Act, 2013, the Companies Act, 1956 and shall include the rules, regulations, circulars and notifications issued thereunder and any other statutory amendment or re-enactment thereof.



Debenture Trustee



**"Debenture Trust Deed"** means the debenture trust deed dated on or about the date hereof, entered/ to be entered into, *inter alios*, between the Issuer and the Debenture Trustee.

**"Debentures"** has the meaning ascribed to such term in Recital A.

**"Debenture Documents"** means:

- (a) the Debenture Trust Deed;
- (b) the Offer Document;
- (c) this Agreement;
- (d) each Fee Letter;
- (e) each Security Document; and
- (f) such other document(s) which may be executed or delivered to the Debenture Holders or the Debenture Trustee pursuant to the Debenture Documents or designated as a Debenture Document by the Debenture Trustee in its sole and absolute discretion.

**"Obligor"** shall have the meaning ascribed to it in the Debenture Trust Deed;

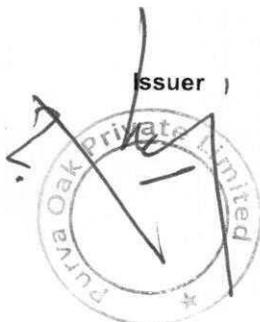
**"General Information Document"** means the general information document prepared by the Issuer in relation to the Debentures and containing disclosures under Schedule I of the SEBI NCS Regulations as amended from time to time, and Form PAS-4 issued by Ministry of Corporate Affairs under the Companies Act and the rules made thereunder;

**"Key Information Document"** means the key information document prepared by the Issuer in relation to the Debentures and containing disclosures under Regulation 50A of the SEBI NCS Regulations as amended from time to time, and Form PAS-4 issued by Ministry of Corporate Affairs under the Companies Act and the rules made thereunder.

**"Offer Documents"** means collectively the Key Information Document and the General Information Document.

**"Proceedings"** has the meaning ascribed to such term in Clause 10.2.1.(a) (*Dispute Resolution*).

**"SEBI"** means the Securities and Exchange Board of India, established under the Securities and Exchange Board of India Act, 1992.

Issuer )  


Debenture Trustee



“**SEBI Debenture Trustees Regulations**” means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.

“**SEBI Guidelines**” means and includes:

- (a) the SEBI NCS Regulations;
- (b) the SEBI Debenture Trustees Regulations;
- (c) the SEBI Master Circular for Debenture Trustees;
- (d) the SEBI NCS Master Circular;
- (e) the SEBI LODR Regulations;
- (f) the SEBI LODR Master Circular;
- (g) the SEBI ODR Master Circular;
- (h) the SEBI SCORES Master Circular; and
- (i) any other notification, circular, press release, or guideline issued by SEBI from time to time in relation to and as applicable to the Issue and any other applicable statutory or regulatory requirement mandated by SEBI, in each case to the extent applicable to the Issuer and the Issue.

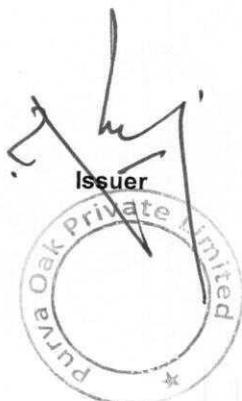
“**SEBI LODR Master Circular**” means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2025/0000000103 dated July 11, 2025, on ‘*Master Circular for Listing Obligations and Disclosure Requirements for Non-convertible Securities, Securitised Debt Instruments and/or Commercial Paper*’.

“**SEBI LODR Regulations**” means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

“**SEBI Master Circular for Debenture Trustees**” means the circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, on ‘*Master Circular for Debenture Trustees*’.

“**SEBI NCS Regulations**” means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

“**SEBI ODR Master Circular**” means the Master Circular for Online Resolution of Disputes in the Indian Securities Market issued by SEBI dated July 31, 2023 (updated as on December 20, 2023) bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/195, as amended from time to time.



Debenture Trustee



**"SEBI SCORES Master Circular"** means Master Circular on the redressal of investor grievances through the SEBI Complaints Redress System (SCORES) platform issued by SEBI dated November 07, 2022, as amended from time to time.

**"Security Documents"** means:

- (a) the Mortgage Documents;
- (b) the Corporate Guarantee;
- (c) any other document creating or evidencing Security and any other document designated as such by the Debenture Trustee (for the benefit of the Secured Parties); and
- (d) such other document(s) which may be designated as a Security Document by the Debenture Trustee in its sole and absolute discretion.

## 1.2 Principles of Construction

The principles of construction set forth in Clause 1.2 (*Principles of Construction*) of the Debenture Trust Deed shall apply *mutatis mutandis* to this Agreement as if the same were set out in full herein, and form part of this Agreement. Provided that each reference to a 'Deed' under Clause 1.2 (*Principles of Construction*) of the Debenture Trust Deed shall mean a reference to this Agreement.

## 2 APPOINTMENT

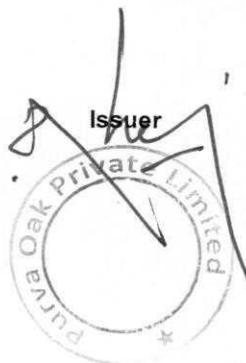
The Issuer hereby appoints the Debenture Trustee as the debenture trustee for the benefit of, *inter alios*, the Debenture Holders and the Debenture Trustee hereby agrees to act as such Debenture Trustee for the benefit of the Debenture Holders and for purposes related thereto in accordance with the provisions of the Debenture Documents.

## 3 DEBENTURE DOCUMENTS

3.1 The Issuer and the Debenture Trustee shall execute the Debenture Trust Deed within such timelines as may be specified by SEBI and in any case prior to listing of the Debentures. Where the Issuer fails to execute the Debenture Trust Deed within the period specified under Regulation 18 of the SEBI NCS Regulations, without prejudice to any liability arising on account of violation of the provisions of applicable laws, the Issuer shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by SEBI to the holder of Debentures, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.

3.2 The Debenture Trust Deed shall be finalized by the Parties and consist of two parts: Part A containing statutory/standard information pertaining to the issuance *inter alia*

6



Debenture Trustee



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 Debentures.

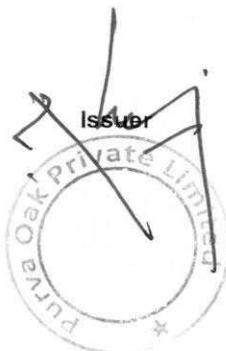
- 3.3 The Debenture Trust Deed shall set out all other rights, powers and obligations of the Debenture Trustee, the terms of appointment of the Debenture Trustee, settlement and declaration of the trust, terms and conditions of the Debentures, representations and warranties of the Issuer, event of defaults, covenants of the Issuer and provisions on the retirement and removal of the Debenture Trustee.

#### **4 FEES, COSTS AND EXPENSES**

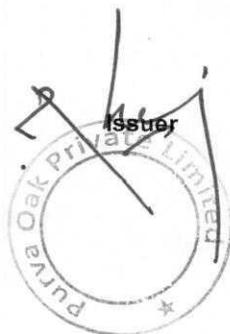
- 4.1 The Issuer shall pay to the Debenture Trustee, on demand, so long as it holds the office of the Debenture Trustee, remuneration for its services as the Debenture Trustee in addition to all actual and reasonable costs and expenses (including legal fees), reasonable traveling, reasonable out-of-pocket and other reasonable costs, charges and expenses which the Debenture Trustee or its officers, employees or agents may incur in connection with the preparation, negotiation of or execution of the Debenture Documents (including any amendment of, supplement to or waiver in respect of the Debenture Documents), against submission of the requisite supporting documents. The remuneration of the Debenture Trustee appointed by the Issuer shall be as per the DT Consent Letter.
- 4.2 Any amounts payable to the Debenture Trustee shall be payable within the timelines as mentioned in the DT Consent Letter from when they are due, failing which penalty at the rate mentioned in the DT Consent Letter, compounded monthly, will be paid on such amounts until paid.
- 4.3 The Issuer shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp or similar tax payable in connection with the execution, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.
- 4.4 Arrears of instalments of annual service charges, if any, and/or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (sixteen percent) per annum or the applicable interest rate under the Micro, Small and Medium Enterprises Development Act, 2006, whichever is higher, from the date it becomes due till the actual payment, which shall be charged and be payable on a quarterly, compounded basis.

#### **5 COMPLIANCE WITH SEBI REGULATIONS**

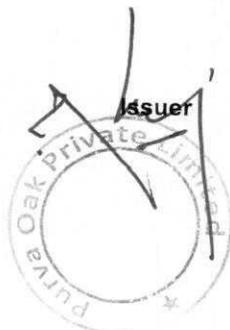
- 5.1 This Agreement is entered into in compliance with the provisions of Regulation 13 of the SEBI Debenture Trustees Regulations and the SEBI NCS Regulations.



- 5.2 The Issuer shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as set out in **Annexure II** (*Documents required by Debenture Trustee*) hereto. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed.
- 5.3 The Issuer shall comply with the provisions of the SEBI Guidelines, the Companies Act and the other Applicable Laws. The Issuer undertakes to comply with, and promptly furnish all and any information as may be required by the Debenture Trustee and/or the Debenture Holders in terms of the Companies Act, the SEBI Guidelines and as may be required pursuant to the Debenture Trust Deed and the other Debenture Documents on a regular basis, including without limitation the following documents, as may be applicable, within the timelines prescribed thereunder:
- 5.3.1 General Information Document;
  - 5.3.2 Key Information Document;
  - 5.3.3 Letters from the Rating Agency regarding the ratings afforded to the Debentures;
  - 5.3.4 Details of the depository with whom the Debentures are held in dematerialised form;
  - 5.3.5 Consent of registrar and transfer agent to the Issue and agreement with the registrar and transfer agent to the issue;
  - 5.3.6 the necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the Issue by the Issuer and the creation of the Security;
  - 5.3.7 agreement with the Registrar;
  - 5.3.8 listing agreement with the Stock Exchange in respect of listing of the Debentures;
  - 5.3.9 proof of credit of the Debentures issued by the Issuer in favour of the Debenture Holders in dematerialized form on each Deemed Date of Allotment;
  - 5.3.10 details of the Depository;
  - 5.3.11 certificate issued by the Registrar of Companies in relation to the charge created to secure the Debentures;



- 5.3.12 latest annual report;
- 5.3.13 this Agreement;
- 5.3.14 the Debenture Trust Deed;
- 5.3.15 the Security Documents;
- 5.3.16 in-principle approval from the Stock Exchange(s);
- 5.3.17 return of allotment filed by the Issuer in Form PAS-3 set out under the Companies (Prospectus and Allotment of Securities) Rules, 2014;
- 5.3.18 certified true copy of the resolution for allotment of Debentures passed by the Board of the Issuer;
- 5.3.19 confirmation or proof of payment of the Debenture Amounts made to the Debenture Holders on the Due Dates;
- 5.3.20 Approval for listing of the Debentures from the Stock Exchange;
- 5.3.21 beneficiary position reports as provided by the Registrar;
- 5.3.22 such information under the SEBI Debenture Trustees Regulations and all other Applicable Laws;
- 5.3.23 Bank account details of the Issuer from which it proposes to make payments for redemption of the Debentures alongwith copy of pre-authorisation letter issued by Issuer to the banker in relation to the payment of redemption amount;
- 5.3.24 security cover certificate or a certificate issued by a statutory auditor or chartered accountant on maintenance of the Minimum Security Coverage, including compliance with the covenants of the Offer Document as required under the SEBI LODR Regulations in respect of the Debentures;
- 5.3.25 a valuation report and title search report for the immovable or movable assets forming part of the Secured Assets, in each instance, within such timelines as may be prescribed by the SEBI, from time to time;
- 5.3.26 details of the recovery expenses fund created or to be created by the Issuer in the manner as may be specified by the SEBI, from time to time;
- 5.3.27 certificate for utilization of the proceeds of the Issue by a statutory auditor;



- 5.3.28 copy of the latest audited and standalone financial information (profit & loss statement, balance sheet and cash flow statement) of the Issuer and auditor qualifications, if any;
- 5.3.29 letter from the Rating Agency stating the credit rating;
- 5.3.30 periodical reports or information on a quarterly, half yearly or annual basis, as required to be submitted under the Companies Act, the SEBI Guidelines or the Debenture Documents; and
- 5.3.31 such other information and documents as may be reasonably required by the Debenture Trustee, in the course of discharge of its functions under the Debenture Documents.
- 5.4 In terms of Chapter XI of the SEBI NCS Master Circular, the Issuer hereby submits the following details of its bank account from which it proposes to pay the redemption amount and interest amount in respect of the Debentures and hereby pre-authorises the Debenture Trustee to seek debt redemption payment related information from the said bank. The Issuer has submitted a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.

Bank Account Details:

Name of Bank : Standard Chartered Bank

Account Name : PURVA OAK PRIVATE LIMITED - NCD  
SUBSCRIPTION ACCOUNT

Account No. : 45505426626

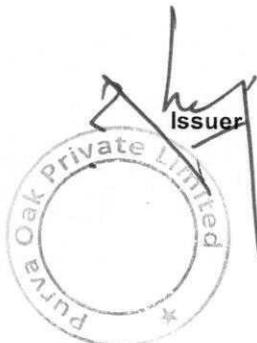
IFSC Code : SCBL0036073

Branch address : Koramangala, India

- 5.5 The Issuer hereby further agrees and undertakes that it shall also inform the Debenture Trustee and Debenture Holders of any change in above bank details within 1 (One) Business Day of such change.

**6 TERMS OF CARRYING OUT DUE DILIGENCE**

- 6.1 The Debenture Trustee, either through itself or its agents, advisors, and/or consultants, shall carry out the requisite diligence to verify the status of encumbrances 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, the Offer Document, the other Debenture Documents and under Applicable Law has been

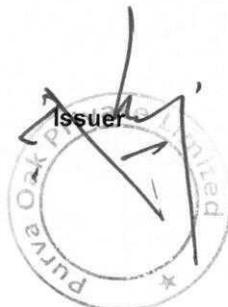


obtained. For the purpose of carrying out the due diligence as required under Applicable Law, the Debenture Trustee, either through itself or its agents, advisors, and/or consultants, shall have the power to examine the books of account of the Issuer and the Obligors and to have the Obligors' assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, and management consultants appointed by the Debenture Trustee.

- 6.2 The Issuer shall provide and shall cause the Obligors to provide all assistance to the Debenture Trustee to enable verification from the ROC, the sub-registrar of assurances (as applicable), the Central Registry of Securitization Asset Reconstruction and Security Interest of India, Depository, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer or any Obligor for securing the Debentures, are registered and/or disclosed.
- 6.3 In the event that the existing charge holders or the concerned trustee or agent on behalf of the existing charge holders (as applicable), have provided conditional consent or permissions to the Obligors 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 the existing charge holders or trustee and the relevant Obligor. The Debenture Trustee shall also have the power to intimate the existing charge holders or trustee about the proposal of creation of further Security Interest and seeking their comments or objections, if any.
- 6.4 Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures and shall cause the Obligors to provide and procure all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the diligence in connection with the issuance and allotment of the Debentures, in accordance with Applicable Law.
- 6.5 The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee.

## 7 DEBENTURE TRUSTEE CONFIRMATIONS

- 7.1 The Debenture Trustee confirms that:
- 7.1.1 The Debenture Trustee shall perform its duties and obligations with due care, diligence and in the best interests of the Debenture Holders and exercise its rights and obligations in accordance with the terms of the Debenture Documents, and shall further conduct itself and comply with the provisions of all Applicable Laws (including without limitation the Companies Act, the SEBI Guidelines, and issuing any confirmations or certificates as may be required thereunder).



7.1.2 The Debenture Trustee shall ensure that the details of all information and documents submitted to it by the Issuer as per the terms of the Debenture Documents are shared with all the Debenture Holders, promptly, but in any event within 5 (five) Business Days of receipt of such information or document.

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

## 8 EFFECTIVENESS

This Agreement is entered into in compliance with the Companies Act and the other applicable provisions under the SEBI Guidelines and shall be deemed to be effective on and from the date of the Consent Letter and shall, with respect to the Issuer and the Debenture Trustee, be in force till all the Secured Obligations have been fully discharged to the satisfaction of the Debenture Holders and the requisite formalities for satisfaction of charge in all respects, have been complied with.

## 9 SECURITY

In consideration of the Debenture Holders subscribing to the Debentures and to secure the redemption of the Debentures, the payment and discharge of all obligations in respect of the Debenture under the Debenture Documents and payment of all amounts due in connection thereof, the Issuer agrees that it shall and shall cause the Obligors to, create and perfect the Security Interest within the timelines provided under and in accordance with the terms set out in the Debenture Trust Deed and the other Debenture Documents and also complete all the charge filings with the Registrar of Companies within the timelines set out in the Debenture Trust Deed as per the Applicable Laws.

## 10 GOVERNING LAW AND JURISDICTION

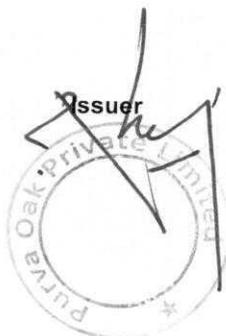
### 10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

### 10.2 Dispute Resolution

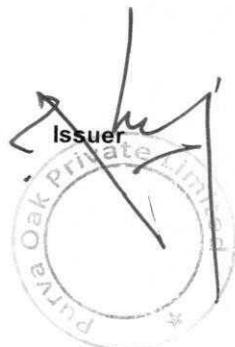
#### 10.2.1 Courts

- (a) Save and except for the disputes solely in relation to the activities of the Debenture Trustee in the securities market as provided in Clause 10.2.2. (*Alternative Dispute Resolution*) below, the Parties agree that



the courts and tribunals in Bengaluru, India, shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts or tribunals and the Issuer irrevocably submits to and accepts for itself and in respect of its properties, generally and unconditionally, the jurisdiction of those courts or tribunals.

- (b) The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Bengaluru, India, and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Bengaluru, India, shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law.
- (c) Nothing contained in Clause 10.2.1 (*Courts*), shall limit any right of the Secured Parties to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Issuer irrevocably submits to and accepts for itself and in respect of its properties, generally and unconditionally, the jurisdiction of such court or tribunal, and the Issuer irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- (d) The Issuer hereby consents generally in respect of any Proceedings arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- (e) To the extent that the Issuer may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Issuer hereby



irrevocably agrees not to claim and hereby irrevocably waives such immunity.

#### 10.2.2 Alternative Dispute Resolution

Further to the applicable provisions of the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("**ADR Regulations**"), SEBI Debenture Trustee Regulations, and SEBI ODR Master Circular, the disputes solely in relation to the activities of the Debenture Trustee in the securities market that fall within the mandatory scope of the ADR Regulations read with SEBI Debenture Trustee Regulations and the SEBI ODR Master Circular, to the extent applicable, and shall be resolved in accordance with the provisions thereunder through online conciliation and/ or online arbitration under the Smart ODR Portal.

10.2.3 Clause 10.2.1 (*Courts*) and Clause 10.2.2 (*Alternative Dispute Resolution*) shall be read harmoniously, and in the event of any inconsistency between these with regard to a particular issue, Clause 10.2.1 (*Courts*) shall prevail, unless the issue mandatorily falls with the scope of the ADR Regulations read with the SEBI Debenture Trustee Regulations and the SEBI ODR Master Circular.

### 11 AMENDMENTS

This Agreement may be amended only by an instrument in writing signed by duly authorised representatives of the Issuer and the Debenture Trustee.

### 12 FURTHER ASSURANCES

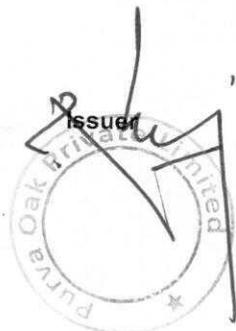
12.1 The Issuer shall, at its own cost and expense, promptly upon receiving a request from the Debenture Trustee, execute such further instruments, deeds, notices and documents which are reasonably required and take all such further actions as may be necessary in accordance with the provisions of the Debenture Trust Deed.

12.2 The Issuer hereby declares and confirms that:

12.2.1 the Issuer, the Obligors or any director / promoter of the Issuer, are not debarred from accessing the securities market or dealing in securities by the SEBI;

12.2.2 any promoter or director of the Issuer is not a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the SEBI; and

12.2.3 no promoter or director of the Issuer is a fugitive economic offender.



12.3 The Issuer confirms that all necessary disclosures shall be made in the Offer Document, including but not limited to statutory and other regulatory disclosures.

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

### 13 NOTICES

13.1 Save as otherwise provided below, notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in English and: (a) delivered or sent by courier, addressed to the intended recipient at its address set forth in Clause 13.2 (*Addresses for Notices*) below, or to such other address as any Party may, from time to time, duly notify in writing to the other Parties; and (b) delivered by email on the email addresses set forth in Clause 13.2 (*Addresses for Notices*) below. Provided that where any communication is made to the Debenture Trustee by email, such communication shall be followed by a notice through courier.

#### 13.2 Addresses for Notices

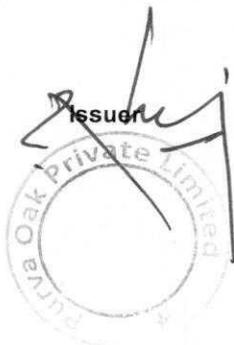
(a) *If to the Issuer:*

Address: 130/2, Ulsoor Road, Bangalore- 560042  
Attention: Niraj Gautam  
Phone: 8043439393  
E-mail: Neeraj.gautam@puravankara.com

(b) *If to the Debenture Trustee:*

Address: 901, 9<sup>th</sup> Floor, Tower - B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Attention: Mr. Umesh Salvi, Managing Director  
Phone: (022) 49220555  
E-mail: [ComplianceCTL-Mumbai@ctltrustee.com](mailto:ComplianceCTL-Mumbai@ctltrustee.com)

13.3 Subject to Clause 13.4 below, if a notice is sent by: (a) a courier, it shall be deemed to have been delivered on the day that is 2 (two) Business Days from the date of dispatch (excluding the date of dispatch); (b) email, it shall be deemed to have been delivered upon the sending of the email by the author thereof (subject to non-receipt of delivery failure notification).



- 13.4 Notwithstanding anything to the contrary contained in this Agreement, any communication or document to be made or delivered to the Debenture Trustee shall be effective only when (notwithstanding that a notice by way of email has been sent) the notice is actually received by the Debenture Trustee by courier, as the case may be, and then only if it is expressly marked for the attention of the department or officer identified with the designation as stated in Clause 13.2 (*Addresses for Notices*) above (or any substitute department or officer as the Debenture Trustee shall specify for this purpose).

#### 14 **BENEFIT OF AGREEMENT**

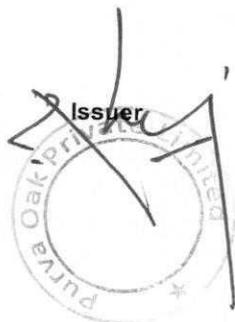
This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto and shall inure to the benefit of the Parties.

#### 15 **SEVERABILITY**

Every provision contained in this Agreement shall be severable and distinct from every other provision of this Agreement and if, at any time, any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

#### 16 **INFORMATION ACCURACY AND STORAGE**

- 16.1 The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement.
- 16.2 The Issuer confirms that the requisite disclosures made in the Offer Documents are true and correct.
- 16.3 All disclosures made in the Offer Documents with respect to creation of security are in conformation with the clauses of this Agreement.
- 16.4 The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.
- 16.5 The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Laws) information including the credit history and the conduct of the account(s) of the Issuer



as well as all details in relation to the assets of the Issuer in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Issuer agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

## 17 OTHER TERMS AND CONDITIONS

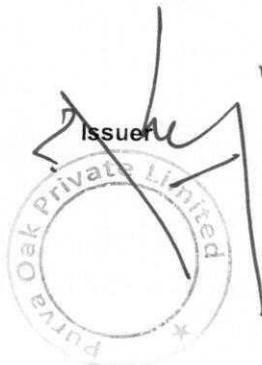
- 17.1 The Debenture Trustee, *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures. The Issuer hereby declares and confirms that the assets on which the charge is proposed to be created to secure the Debentures is not charged in favor of any other existing creditors of the Issuer and other Obligors and no permissions/consent shall be required from any existing creditors of the Issuer or other Obligors to create charge on such assets of the Issuer and other Obligors.
- 17.2 The Issuer confirms that all necessary disclosures shall be made in the Offer Documents including but not limited to statutory and other regulatory disclosures.
- 17.3 The Issuer further confirms that:
- 17.3.1 All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in Offer Documents; and
- 17.3.2 Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Offer Documents.

## 18 STAMP DUTY

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

## 19 COUNTERPARTS

This Agreement may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned copies or PDF) shall constitute effective and binding execution and delivery of this Agreement. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter.



# ANNEXURE I | DEBENTURE TRUSTEE CONSENT LETTER

**CATALYST**  
Believe in yourself... Trust us!



CL/DEB/25-26/1236

Date: 25-Nov-2025

To,  
Purva Oak Private Limited,  
130/2, Ulsoor Road,  
Bangalore, Karnataka,  
Bengaluru, Karnataka-560042

Dear Sir/ Madam,

**Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Non-Convertible Debentures aggregating upto ₹ 440 Crores**

We refer to your letter dated 25.11.2025, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

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

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

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name : Sanskruti Ambre

Designation : Manager

**CATALYST TRUSTEESHIP LIMITED** (A COMPANY INCORPORATED IN INDIA)  
(FORMERLY GDA TRUSTEESHIP LIMITED)

Mumbai Office : Unit No-921, 3rd Floor, Tower D, Peninsula Business Park, Setajodi Bagel Marg, Lower Park Road, Mumbai - 400213. Tel : +91 (022) 4322 0555 Fax : +91 (022) 4922 0505

Regd. Office : GDA House, Plot No. 65, Bhausa Colony (Right), Phase II, Pune 411 038. Tel : +91 (020) 25232001 Fax : +91 (020) 25200275

Delhi Office : Office No. 810, 8th Floor, Akshay Building, 26, Kirti Khand Building, New Delhi - 110001. Tel : +91 (011) 430 2310/102

CIN No. U74909PN1967PLC119292 Email : ct@catalysttrustee.com Website : www.catalysttrustee.com

Place : Mumbai | Bangalore | Delhi | Chennai

An ISO:9001 Company



Issuer

Debenture Trustee

**Annexure A**

**Fee Structure for transaction CL/DEB/25-26/1236**

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 300,000
Annually Trusteeship Fees (Amount/Percentage)	₹ 250,000

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

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

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

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For Purva Oak Private Limited

Name: Sanskruti Ambre

Name:

Designation: Manager

Designation:

Debenture Trustee

## ANNEXURE II | DOCUMENTS REQUIRED BY DEBENTURE TRUSTEE

### 1. Information / documents to be provided by the Issuer, prior to entering into this Agreement:

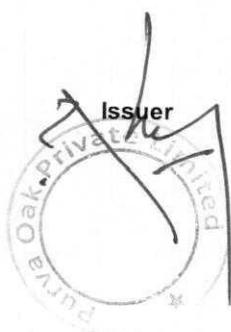
S. No.	Information/ Documents
i.	Certified true copy ("CTC") of the board resolution/duly accepted letter/email of offer / appointment / consent letter appointing Catalyst Trusteeship Limited as Debenture Trustee.
ii.	CTC of the memorandum and articles of association or any other constitutional document of the Issuer, specifying the borrowing powers for the Issuer's own borrowings.
iii.	CTC of the list of directors and of key managerial personnel viz., managing director/ whole time director/chief executive officer/ company secretary / chief finance officer / manager as per the Companies Act.
iv.	CTC of the shareholding pattern of the Issuer (name of the holder(s), no. of shares, listed/unlisted, holding %).
v.	CTC of board resolution passed under Section 179(3) of the Companies Act to issue debt securities, to borrow monies and to authorize official/s of the Issuer to sign, seal and/or execute necessary documents.
vi.	CTC of shareholders special resolution under Section 180(1)(c) of the Companies Act.
vii.	KYC / photo identity proof, specimen signatures of the signatories of the Issuer authorized by the resolution.
viii.	Draft letter of intent / term sheet/ prospectus (if any) proposed to be issued by/to the subscribers.
ix.	Latest audited consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.
x.	Confirmation on whether any common director on the board of the Issuer and the Debenture Trustee.

### 2. Information/ documents to be provided prior to allotment and execution of transaction documents

i.	CTC of rating letter and rating rationale issued by the rating agency for the issue, if any.
ii.	CTC of the consent letter from the Debenture Trustee.
iii.	CTC of the consent letter from the Registrar and Transfer Agent.

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Issuer



Debenture Trustee



iv.	CTC of the tri-partite agreement executed by the Issuer with the Registrar and the Depository.
v.	Bank account details along with copy of pre-authorisation letter issued by Issuer to banker to seek debt redemption payment related and interest payment related information from the Issuer's bank.

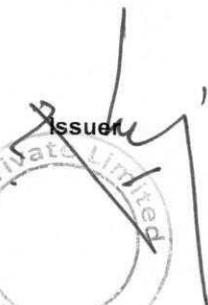
**3. Information / documents to be provided post allotment**

i.	ISIN activation letter confirming creation of ISIN Nos. for allotment of Debentures.
ii.	Confirmation in respect of credit corporate action from NSDL / CDSL.
iii.	Copy of Form PAS-3 - Return of Allotment along with the annexures as filed with the Registrar of Companies.
iv.	Copy of Form PAS-5 - Record of Private Placement
v.	Evidence of payment of the stamp duty in respect of the Debentures issuance (if not already provided at the time of allotment of debentures) with the Depository and the other Debenture Documents (if not already provided at the time of execution of Debenture Documents).

**4. Documents / Information required or actions to be undertaken prior to/ at the time of making the application for listing:**

i.	Debenture Trust Deed.
ii.	Stock Exchange confirmation on creation / maintenance of recovery expense fund or confirmation by an independent source other than Issuer.

*(signature page to follow)*

Issuer  
  


Debenture Trustee


**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

**SIGNED AND DELIVERED BY** the within named **Issuer, PURVA OAK PRIVATE LIMITED** by the hand of Mr. Niraj Gautam, its authorised signatory, duly authorised pursuant to the resolution of its board of directors passed in that behalf on December 02, 2025.



**SIGNED AND DELIVERED BY** the within named **Debenture Trustee, CATALYST TRUSTEESHIP LIMITED** by the hand of Mr./Ms./Mrs. Revi. P, its authorized official.

For CATALYST TRUSTEESHIP LIMITED

  
Authorized Signatory