

CL/DEB/25-26/1045

Date : 25-Aug-2025

To,
Harish chandana ,
SV INFRA MANAGEMENT SOLUTIONS PRIVATE LIMITED,
Plot No 8 Sector-44,,
Gurgaon Haryana, DLF QE,,
Gurgaon,
Haryana,
India 122002.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, UnRated, Unlisted, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 245.00 Crores

We refer to your letter dated 21.08.2025 , 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, 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 : Aakriti Srivastava

Designation : Assistant Manager



Annexure A

Fee Structure for transaction CL/DEB/25-26/1045

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 20,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 75,000.00

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 SV INFRA MANAGEMENT
SOLUTIONS PRIVATE LIMITED**




Name : Aakriti Srivastava

Name :

Designation : Assistant Manager

Designation :



To,

SV Infra Management Solutions Private Limited

34, Babar Lane, Bengali Market,
Central Delhi, India, 110001
(The Borrower)

Subject: Consent of creation of third-party rights/ Execution of Conveyance deed on the units forming part of Project Levante Residences (Sector- 104 Gurugram), after receipt of registration from the Haryana Real Estate Regulatory Authority.

Dear Sir,

1. We, the Debenture Trustee for the unlisted, secured, redeemable, non-convertible debentures ("**NCDs**") issued by the Borrower pursuant to the terms of the Debenture Trust Deed dated October 26, 2024 ("**Debenture Trust Deed**") hereby confirm that PROJECT-**Levante Residences** bearing License No. 140 of 2024 dated 11/11/2024 with total land admeasuring 4.65625 acres situated at Sector-104 Gurugram (Project "**Levante Residences**") and as more particularly described in the Annexure I ("**Project Land**") including structures thereon is mortgaged in our favour as part of the security to secure the repayment of the NCDs in accordance with the Debenture Trust Deed and the related transaction documents (collectively referred to as the "**Transaction Documents**").
2. We are in receipt of your email/letter dated August 7, 2025 ("**Request**") , wherein you have (a) informed us that for the purposes for grant of RERA registration of Project "**Levante Residences**" situated over Project Land, you are required to submit our No Objection Certificate ("**NOC**") for sale of units; and (b) requested for the NOC as aforesaid.
3. In this regard, we hereby confirm that we have no objection in providing no-objection certificates, from time to time, for creation of third-party rights on the units forming part of Project "**Levante Residences**" in favour of buyers / unit purchasers / allottees For this purpose, the Borrower is under an obligation to seek no objection/consent from us, in respect of sale, transfer, alienation or disposal of any manner whatsoever of each unit/ shop separately as per the terms of the Transaction Documents.
4. This NOC is issued at the request of the Borrower for submission in RERA Gurugram Office for grant of RERA Registration of Project "**Levante Residences**" situated over Secured Properties.

For Catalyst Trusteeship Limited**Authorised Signatory**

CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED)

An ISO:9001 Company

Mumbai Office Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 098 Tel +91 (022) 4922 0555 Fax +91 (022) 4922 0505
Regd. Office GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 038 Tel +91 (020) 25280081 Fax +91 (020) 25280275
Delhi Office Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel 11 430 29101/02.
CIN No. U74999PN1997PLC110262 Email dt@ctltrustee.com Website www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai



Annexure I

The land parcels admeasuring 4.65625 Acres i.e., 37 Kanal 5 Marla , bearing:

- i. Rectangle No. 44 Killa No. 1/3 (7K-0M), 10/1 (2K-0M) ("Property 1");
- ii. Rectangle No. 43 Killa No. 5/1 (8K-7M) and Rectangle No. 44 Killa No. 1/2 (0K-15M) ("Property 2");
- iii. Rectangle No. 44 Killa No. 2/1 (1K-18M) ("Property 3");
- iv. Rectangle No. 44 Killa No. 27 (0K-6M) ("Property 3A");
- v. Rectangle No. 37 Killa No. 22/2 (7K-10M) ("Property 4");
- vi. Rectangle No. 43 Killa No. 5/2 (0K-5M) and Rectangle No. 44 Killa No. 1/1 (0K-1M) ("Property 5"); and
- vii. Rectangle No. 37 Killa No. 21 (7K-7M), 22/1 (0K-17M) and Rectangle No. 38 Killa No. 25/2 (0K-19M) ("Property 6")
- viii. all situated in the revenue estate of Village Dhanwapur, Tehsil Kadipur, District Gurgaon, Haryana.

(Property 1, Property 2, Property 3, Property 3A, Property 4, Property 5, and Property 6 are hereinafter collectively referred to as the "**Project Land**")

