भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

30 JUN 2026

தமிழ்நாடு तमिलनाडु TAMILNADU

BM 062247

S. AYATH BASHA
STAMP VENDOR
L NO. 3 / ௬3 / 2000
No. 43, SEETHAMMAL RO
TE. NAMPET, CHENNAI
Phone 9841640694

CATALYST TRUSTEESHIP LIMITED
Chennai

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE APPOINTMENT AGREEMENT DATED JULY 06, 2026 EXECUTED BETWEEN PROSPERA HEALTHCORP PRIVATE LIMITED AND CATALYST TRUSTEESHIP LIMITED.

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This **Debenture Trustee Appointment Agreement** ("**Agreement**") is dated July 06, 2026 and executed at Chennai;

BY AND BETWEEN

PROSPERA HEALTHCORP PRIVATE LIMITED, a company having corporate identification number U70200TN2026PTC190163, incorporated in India under the provisions of the Companies Act, 2013 and having its registered office at PNo.13, Thiru. Vee. Ka. Nagar, Grace Garden, Vannara Pattai, Puthur, Tiruchirappalli-620017, Tamil Nadu, India (hereinafter referred to as the "**Issuer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956, having corporate identification number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune – 411038, Maharashtra, India, acting through its corporate office at 901, 9th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013; and its branch office at 9th Floor, Office No. 910-911, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001, as debenture trustee acting for and on behalf of itself and the Debenture Holders (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**.

The Issuer and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as "**Parties**".

<u>**WHEREAS**</u>

A. The Issuer proposes to issue secured, listed, redeemable and non-convertible debentures, issued at par on a private placement basis in one or more series, aggregating up to INR 335,00,00,000 (Indian Rupees Three Hundred and Thirty-Five Crores only) (collectively, the "**Debentures**") and will execute a debenture trust deed ("**Debenture Trust Deed**"), general information document/disclosure document, relevant documents for creation of security and any other deed or document required to be executed for the purpose of issue and allotment of the Debentures (the "**Finance Documents**"), which Finance Documents have been/shall be executed within the time period stipulated in the applicable Finance Documents in this regard.

B. As required under the Companies Act, 2013 read with the Companies (Share Capital and Debentures) Rules, 2014 and pursuant to the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 ("**Debenture Trustees Regulations**"), the Issuer is desirous of appointing a trustee for the benefit of the holders of the Debentures ("**Debenture Holders**") and accordingly the Issuer has approached the Debenture Trustee to act as the trustee for the Debenture Holders.

C. The Debenture Trustee is registered with the Securities and Exchange Board of India ("**SEBI**") as a debenture trustee under the Debenture Trustees Regulations.

D. At the request of the Issuer, the Debenture Trustee has agreed to act as the 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:

1. The Issuer hereby appoints the Debenture Trustee as the trustee for the Debenture Holders of the present issue of the Debentures, to be issued by the Issuer. The Debenture Trustee hereby agrees to act as the debenture trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Debenture Trust Deed and the Finance Documents.

2. The Issuer shall execute the Debenture Trust Deed in Form SH-12 of the Companies (Share Capital and Debentures) Rules, 2014 or as near thereto as possible; and in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("**Debt Listing Regulations**") in favour of the Debenture Trustee prior to the date of allotment of the Debentures.

3. The Issuer shall create/cause the creation of security in the manner required under the Debenture Trust Deed, over such of its immovable and movable properties (and those of its Affiliates/group companies) and on such terms and conditions as agreed by the Debenture Holders and as shall be disclosed in the general information document/disclosure document and the Finance Documents. Notwithstanding anything to the contrary contained in this Agreement or the Finance Documents, the Parties agree, confirm and acknowledge that the terms of the Debenture Trust Deed shall prevail in case of any conflict between the terms of this Agreement and the Debenture Trust Deed. Further, it is agreed that the Debenture Trustee shall act in accordance with the terms of the Debenture Trust Deed in discharging its obligations under the Finance Documents.

4. The Debenture Trustee shall perform all duties, fulfil all obligations, exercise all rights and avail all benefits arising from and accruing under the Finance Documents and shall be liable to the Debenture Holders to the extent and in the manner provided for in the Finance Documents.

5. The Issuer hereby declares and confirms that neither the Issuer, nor the person in control of the Issuer, nor any of its promoters, have been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities.

6. The Issuer will submit the required details along with the necessary documents mentioned in the checklist of the listing application to BSE Limited (the "**BSE**"), for the purpose of listing the Debentures on the wholesale debt market of the BSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the BSE. A copy of the listing approval received from the BSE will be forwarded to the Debenture Trustee.

7. The Issuer hereby declares and confirms that the assets on which a charge is created are free from encumbrances and if assets are already charged to secure debt, the permission(s) or consent(s) to create a first and exclusive charge on the assets of the Issuer have been obtained from the existing creditors and the undertaking of this nature shall be provided in the offer document.

8. The Issuer confirms that the requisite disclosures will be made in the general information document.

9. 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 the Debenture Holders for the Debentures.

10. The Issuer shall pay to the Debenture Trustee so long as it holds the office of the trustee, remuneration hereinafter mentioned for its services as Debenture Trustee in addition to all reasonable legal, travelling and other costs, charges and expenses which the Debenture Trustee or its officers, employees or agents may incur in relation to execution of the Debenture Trust Deed. The remuneration of the Debenture Trustee shall be as per the consent fee letter no. CL/DEB/26-27/120 dated 21st April, 2026 which is annexed to this Agreement as **Annexure A**.

11. Any arrears of instalments of annual service charges and/or delay in reimbursement of costs, charges and expenses shall carry interest at the rate of 16% (sixteen per cent) per annum or the applicable interest rate under the Micro, Small and Medium Enterprises Development Act, 2006, whichever is higher, from the date of such non-payment till the date of actual payment, which shall be payable on the footing of compound interest with quarterly rests.

12. The Issuer shall *inter alia* furnish to the Debenture Trustee the following documents:

(a) copies of the memorandum and articles of association of the Issuer;

(b) a copy of the general information document (including disclosures under the key information document);

(c) a copy of the agreement with the registrar to issue the Debentures;

(d) copies of the letters from credit rating agencies about ratings;

(e) a copy of the Debenture Trust Deed;

(f) a copy of this Agreement;

(g) copies of the documents creating security for the Debentures (as and when they are executed in terms of the Debenture Trust Deed);

(h) a copy of the letter of allotment;

(i) copies of documents setting out the depository details;

(j) copies of title search reports conducted on the Issuer's properties;

(k) a copy of the valuation report of the Issuer's properties;

(l) proof of credit/dispatch of debenture certificates in relation to the Debentures;

(m) copies of last three years' audited annual reports of the Issuer (if applicable);

(n) a statement containing particulars of, dates of, and parties to all material contracts and agreements of the Issuer;

(o) copies of the latest audited/limited review half-yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) of the Issuer and auditor qualifications, if any;

(p) a copy of the latest annual report of the Issuer within 180 (one hundred and eighty) days from the end of the financial year;

(q) a copy of the certificate of incorporation from the Registrar of Companies;

(r) confirmation/proofs of payment of interest and principal amount made to the Debenture Holders on the applicable due dates;

(s) a certificate from the statutory auditor of the Issuer certifying utilisation of the proceeds of the issue of the Debentures for each financial year in which the proceeds of the issue of the Debentures have been utilised for their intended use, until complete utilisation thereof;

(t) copies of the statutory auditors' certificate, on a half yearly basis, regarding the security cover, including compliance with the covenants of the general information document/key information document;

(u) a copy of the valuation report and title search report of the Issuer's properties, to be submitted to the BSE once every three years within 75 days from the end of the financial year;

(v) information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the Debentures, if any, the debenture redemption reserve and the recovery expense fund;

(w) a copy of the listing application along with the required details/annexures submitted to the BSE;

(x) acknowledgement of filing disclosure documents with the BSE/Registrar of Companies;

(y) details of the recovery expense fund to be created by the Issuer in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter/confirmation from the BSE on the amount of such fund maintained and the mode of maintenance;

(z) bank account details of the Issuer along with copy of pre-authorisation letter issued by the Issuer to its banker in relation to the payment of redemption amount;

(aa) copies of the necessary corporate authorisations by way of board resolution and shareholder resolution(s) of the Issuer necessary for the issue of the Debentures and a list of authorised signatories for the allotment of the Debentures;

(bb) a certified true copy of the resolution for allotment of Debentures;

(cc) copies of periodical reports as required under the terms of the Debenture Trust Deed (as applicable);

(dd) copies of all notices, resolutions and circulars relating to new issue of securities by the Issuer at the same time as they are sent to shareholders/holders of debt securities;

(ee) information to be submitted to the BSE, as and when required;

(ff) copies of beneficiary position reports of the Issuer;

(gg) copies of the insurance policies taken in the name of the Debenture Trustee in respect of the Debentures;

(hh) a copy of the statutory auditors' certificate, on a quarterly basis giving the value of book debts and receivables, including compliance with the covenants of the Finance Documents/general information document;

(ii) a copy of the in-principle approval for listing of Debentures from the BSE;

(jj) copies of all information required to be provided by the Issuer under requirements of Applicable Law to any governmental authority and/or under the listing agreement to the BSE;

(kk) copies of documents evidencing listing and trading permission from the BSE;

(ll) such other documents as may be required by the Debenture Trustee to carry out its due diligence in terms of the Debenture Trustees Regulations and Debt Listing Regulations read with SEBI Operational Circular for Debenture Trustees dated March 31, 2023; and

(mm) such other documents as may be reasonably required by the Debenture Trustee.

13. The Debenture Trustee shall, independently by itself or through professionals appointed by it, carry out due diligence in the manner required in terms of the Debenture Trustees Regulations and the Debt Listing Regulations.

14. The Issuer shall, in addition to any other information that it provides to the Debenture Trustee, under the terms of the Debenture Trust Deed or any other document executed in relation to the Debentures, provide a certificate signed by an authorised person of the Issuer certifying the following on a quarterly basis:

(a) details of the interest which has been paid by the Issuer up to the last due date, if any;

(b) details of the interest and principal due in relation to the Debentures, but unpaid, and the reason thereof; and

(c) that the cash flows of the Issuer are adequate for payment of the interest and for redemption of the principal amount, if any, in relation to the Debentures, which payments are falling due in the next quarter.

15. This Agreement is entered into in compliance with the provisions of the Companies Act, 2013, all amendments thereto 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.

16. The Issuer agrees and undertakes to comply with the provisions of the Debenture Trustees Regulations, as may be amended from time to time, the Companies Act, 2013 and guidelines of other regulatory authorities as may be applicable from time to time in respect of allotment of the Debentures till redemption thereof and agrees to furnish to the Debenture Trustee such information in terms of the same on a regular basis and as may be requested by the Debenture Trustee.

17. The provisions set out in the Debenture Trust Deed in relation to *Indemnity to the Debenture Trustee*, *Confidentiality*, and *Severability*, shall be deemed to be incorporated herein by reference and apply to this Agreement *mutatis mutandis* and made a part of this Agreement as if such provisions were set forth in full herein.

18. Notices

18.1. Communications in writing

Unless otherwise required in this Agreement or a relevant Finance Document, all notices, approvals, instructions and other communications to be made under or in connection with or for the purposes of the Finance Documents shall be in writing and may be given by email, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned.

18.2. Addresses

The address, and email address, (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with or for the purpose of the Finance Documents:

The Issuer

Attention:	Dr S Chandrakumar
Address:	PNo.13, Thiru. Vee. Ka. Nagar, Grace Garden, Vannara Pattai, Puthur, Tiruchirappalli-620017
Email address:	drchandrakumar@kauveryhealthcare.com with copy to companysecretary@kauveryhealthcare.com

The Debenture Trustee

Attention:	Mr. Umesh Salvi, Managing Director
Address:	901, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Mumbai – 400013, Maharashtra, India
Email address:	ComplianceCTL-Mumbai@ctltrustee.com

or any substitute address, email address or department or officer as a Party may notify to the other Party, with 5 (five) working days of prior notice.

18.3. Delivery

Any communication or document made or delivered by one person to another under or in connection with or for the purpose of the Finance Documents will be effective:

(a) in the case of registered mail, two days after posting;

(b) in the case of personal delivery, at the time of delivery; or

(c) if given or made by electronic mail, upon a confirmation of transmission being recorded on the server of the Party sending the communication, unless the Party receives a message indicating failed delivery.

Notwithstanding anything contained herein, any communication (including electronic communication) or document to be made or delivered by the Issuer to the Debenture Trustee will be effective only when actually received by the Debenture Trustee (in legible form) and then only if it is expressly marked for the attention of the department or officer identified by the Debenture Trustee (or any substitute department or officer as the Debenture Trustee shall specify for this purpose).

18.4. English Language

(a) Any notice given under or in connection with or for the purpose of the Finance Documents must be in English.

(b) All other documents provided under or in connection with or for the purpose of the Finance Documents must be:

(i) in English; or

(ii) if not in English, and if so required by the Debenture Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

18.5. Notice to Debenture Holders

A copy of all notices issued by the Debenture Trustee and addressed to the Issuer or issued by the Issuer and addressed to the Debenture Trustee, shall simultaneously be sent to each of the Debenture Holders. Further, any notice, approval, instruction or other communication to be issued to the Issuer under any of the Finance Documents shall be addressed to the person, the details of whom are set out in Clause 18.2 (*Addresses*) above.

18.6. No Liability

When the Debenture Trustee acts on any notice, demand or other communication sent by electronic mail, it shall not be responsible or liable in the event such notice, demand or other communication is not an authorised or authentic notice, demand or other communication of the

Issuer, or is not in the form the Issuer sent or intended to send (whether due to fraud, distortion or otherwise).

19. 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 (if applicable) and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Finance Documents and Applicable Law (*as defined in the Debenture Trust Deed*), have been obtained. For the purposes of carrying out the due diligence as required in terms of the 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 Issuer and to have the Issuer's assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/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/consultants that they do not have any conflict of interest in conducting the diligence under the transaction;

(b) The Issuer shall provide all assistance to the Debenture Trustee to enable verification of the assets for securing the Debentures as are registered/disclosed;

(c) Further, in the event that existing charge holders, or the trustee acting on behalf of the existing charge holders, have provided conditional consent/permissions to the Issuer to create further charge on its assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant Finance Documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders about the proposal of creation of further encumbrance and seek their comments/objections, if any;

(d) The Issuer shall ensure that it provides and helps to procure all information, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with Applicable Law; and

(e) All costs, charges, fees and expenses that are associated with and incurred, towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

20. Governing Law, Enforcement and Jurisdiction

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

20.1. Jurisdiction

(a) The courts of Chennai, Tamil Nadu, India shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement ("**Dispute**")) and the Issuer irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts.

(b) The Issuer agrees that paragraph (a) of this Clause 20.1 (*Jurisdiction*) is for the benefit of the Debenture Trustee only. As a result, the Debenture Trustee shall not be prevented from taking proceedings in any other courts having jurisdiction. To the extent allowed by law, the Debenture Trustee may take concurrent proceedings in any number of jurisdictions or courts.

(c) Notwithstanding anything to the contrary, the Debenture Trustee shall be entitled to initiate and file any proceeding in relation to a Dispute in any court of competent jurisdiction in

India. The Issuer irrevocably waives any objection to the Debenture Trustee having such a right.

20.2. Consent to enforcement

The Issuer irrevocably and generally consents, in respect of any proceedings anywhere in connection with any Finance Document, to the giving of any relief or the issue of any process in connection with those proceedings including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of their use or intended use) of any order or judgment which may be made or given in those proceedings.

20.3. Waiver of Immunity

The Issuer irrevocably agrees that, should the Debenture Trustee take any proceedings anywhere (whether for an injunction, specific performance, damages or otherwise) in connection with any Finance Document, no immunity (to the extent that it may at any time exist) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or with respect to its assets, any such immunity being irrevocably waived. The Issuer irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under the Finance Documents.

21. In this Agreement, capitalised terms used but not defined herein shall have the meanings ascribed to them in the Debenture Trust Deed.

IN WITNESS WHEREOF the Issuer and the Debenture Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by **PROSPERA HEALTHCORP PRIVATE LIMITED,** the within named Issuer by the hand of

______________________________,

its Authorised Signatory.

____

PROSPERA HEALTHCORP PRIVATE LIMITED

SIGNED AND DELIVERED by **CATALYST TRUSTEESHIP LIMITED**, the within named **Debenture Trustee** by the hand of V.S. AMARNATH

its Authorised Signatory.

For Catalyst Trusteeship Limited

Amarnath S. V.S.

Authorised Signatory

Annexure A: Consent Letter

[*attached separately*]

CL/DEB/26-27/120 **Date : 21-Apr-2026**

To,
Muneeswaran ,
PROSPERA HEALTHCORP PRIVATE LIMITED,
Sri Kauvery Medical care (India) Limited,
TVH Beliciaa Tower-II, 7th Floor, MRC Nagar, RA Puram Chennai,
Chennai,
Tamil Nadu,
India 600028.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 335.00 Crores

We refer to your letter/Email dated 21.04.2026 , 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 o f 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,

Catalyst Trusteeship Limited

Name : Divya Dubey

Designation : Assistant Manager

Annexure A

1.Fee Structure for transaction CL/DEB/26-27/120

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 250,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 250,000.00

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 signed copy of this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For PROSPERA HEALTHCORP PRIVATE LIMITED

Catalyst Trusteeship Limited

Name : Divya Dubey

Designation : Assistant Manager

Name : Dr. S. Chandrakumar

Designation : Director