IN-GJ19021757108659Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

₹1,000

सत्यमेव जयते

Certificate No.	:	**IN-GJ19021757108659Y**
Certificate Issued Date	:	10-Jul-2026 03:03 PM
Account Reference	:	IMPACC (SV)/ gj13226304/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1322630430736485633831Y
Purchased by	:	Dev Accelerator Limited
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Dev Accelerator Limited
Second Party	:	Catalyst Trusteeship Limited
Stamp Duty Paid By	:	Dev Accelerator Limited
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

"This Stamp Paper Forms an integral of the Debenture Trustee Appointment Agreement dated 21st July 2026, Executed between Dev Accelerator Limited and Catalyst Trusteeship Limited at Ahmedabad."

DEV ACCELERATOR LIMITED AHMEDABAD

CATALYST TRUSTEESHIP LIMITED

K.G.FOTARIYA ACC MEMNAGAR

₹1,000

IN-GJ19021757108659Y

FH 0018097809

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.

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Unique Doc. Reference	:	SUBIN-GJGJ1322630430741206543582Y
Purchased by	:	Dev Accelerator Limited
Description of Document	:	Article 29 Indemnity Bond
Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Dev Accelerator Limited
Second Party	:	Catalyst Trusteeship Limited
Stamp Duty Paid By	:	Dev Accelerator Limited
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

"This Stamp Paper Forms an Integral of the ~~Escrow Agreement~~ ~~Dated~~ Debenture Trustee Appointment Agreement dated 21st July 2026, Executed between Dev Accelerater Limited and catalyst Trusteeship Limited at Ahmedabad"

K.G. FOTARIYA ACC MEMNAGAR

DEV ACCELERATOR LIMITED AHMEDABAD

CATALYST TRUSTEESHIP LIMITED

₹1,000

IN-GJ19020723699651Y

FH 0018097808

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

JULY 21, 2026

BETWEEN

DEV ACCELERATOR LIMITED
(as the Issuer)

AND

CATALYST TRUSTEESHIP LIMITED
(as the Debenture Trustee)

Khaitan & Co
One World Centre
13th Floor, Tower 1
841 Senapati Bapat Marg
Mumbai 400 013, India
T: +91 22 6636 5000
F: +91 22 6636 5050
Ref: MSH/2026

DEV ACCELERATOR LIMITED
AHMEDABAD

CATALYST TRUSTEESHIP LIMITED

This **DEBENTURE TRUSTEE APPOINTMENT AGREEMENT** ("**Agreement**") is made on July 21, 2026 at Ahmedabad, India between:

DEV ACCELERATOR LIMITED, a company incorporated in India under the Companies Act, 2013 having its corporate identification number (CIN) as L74999GJ2020PLC115984 with its registered and corporate office at C-01, the First Commercial Complex, B/S Keshavbaug Party Plot, Vastrapur, Ahmedabad – 380015 (hereinafter called the "**Issuer**" or "**Company**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U74999PN1997PLC110262 and with its registered office at GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra- 411038, India, acting through its corporate office at Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra, India and having its branch office at 9th Floor, Office No. 910-911, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110 001, India (hereinafter called the "**Trustee**"/ "**Debenture Trustee**" which expression shall include its successors and assigns 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. The Company proposes to issue upto 100,000 (One Hundred Thousand) senior, listed, secured, rated, redeemable, non-cumulative, taxable, transferable, non-convertible debentures of the face value of INR 10,000 (Indian Rupees Ten Thousand only) each for an aggregate principal amount of up to INR 100,00,00,000 (Indian Rupees One Hundred Crores Only) ("**Debentures**") in multiple tranches on a private placement basis in accordance with the provisions of the Companies Act, rules framed thereunder and the regulations applicable to issue the debentures notified by the Securities and Exchange Board of India ("**SEBI**"), from time to time.

B. The Company has, *vide* the resolutions of the Board of Directors under Section 179 of the Companies Act passed at its meetings held on May 19, 2026 and the resolution of the shareholders of the Company under Section 180(1)(a) and Section 180(1)(c) of the Companies Act at their meeting held on September 19, 2024, authorised the issuance of the Debentures. Accordingly, the Company pursuant to aforesaid resolutions proposes to allot the Debentures for cash on private placement basis in terms of the Disclosure Documents and the other Transaction Documents.

C. Pursuant to the Companies Act and the rules framed thereunder, including any statutory modification or re-enactment or replacement thereof, for the time being in force, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied, replaced or

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modified from time to time ("**SEBI NCS Regulations**") and the SEBI (Debenture Trustees) Regulations, 1993 as amended, varied, replaced or modified from time to time ("**SEBI Debenture Trustees Regulations**"), the Company is required to appoint a debenture trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Trustees Regulations. Accordingly, the Company has approached Catalyst Trusteeship Limited to act as the Debenture Trustee for the Debenture Holders and Catalyst Trusteeship Limited has consented to act as debenture trustee for the benefit of the Debenture Holders of the proposed issue of the Debentures vide their consent letter dated May 19, 2026 bearing reference number CL/DEB/26-27/359, subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

D. Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

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

1. **Definitions**

(a) The following capitalized terms shall have the meaning as provided hereunder and capitalized terms not defined herein shall have meaning ascribed to them under the Debenture Trust Deed:

"**Applicable Law(s)**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law or approval, order or judgment of any authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing by, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

"**Companies Act**" means the (Indian) Companies Act, 2013 and the relevant rules framed thereunder, as may be amended from time to time, and includes any applicable provisions of Companies Act, 1956 which have not been superseded by the relevant provisions of the Companies Act 2013, as on the relevant date.

"**Debentures**" shall have the meaning ascribed to such term in Recital A hereto.

"**Debenture Holders**" shall mean the persons who are, for the time being and from time to time, the owners of the Debentures in electronic (dematerialized) form, and whose names appear in the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository.

"**Debenture Trust Deed**" shall have the meaning ascribed to such term in Clause 2 of this Agreement.

"**Disclosure Documents**" shall collectively mean the General Information Document and the

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relevant Key Information Document, and individually any of them, as the context may require or permit.

"**General Information Document**" shall mean the general information document issued by the Company in accordance with the SEBI NCS Regulations.

"**Key Information Document**" shall mean the key information document issued by the Company in accordance with the SEBI NCS Regulations.

"**Relevant Laws**" shall have the meaning ascribed to such term in Clause 4 of this Agreement.

"**SEBI**" shall have the meaning ascribed to such term in Recital A hereto.

"**SEBI Debenture Trustee Master Circular**" shall mean the SEBI master circular bearing reference no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, as may be amended, modified, supplemented and replaced, from time to time.

"**SEBI Debenture Trustees Regulations**" shall have the meaning ascribed to such term in Recital C hereto.

"**SEBI LODR Regulations**" shall have the meaning ascribed to such term in Clause 4 hereof.

"**SEBI NCS Master Circular**" shall mean the SEBI master circular bearing reference no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, as may be amended, modified, supplemented and replaced, from time to time.

"**SEBI NCS Regulations**" shall have the meaning ascribed to such term in Recital C hereto.

"**Stock Exchange**" shall mean BSE Limited.

"**Transaction Documents**" shall have the meaning set out under the Debenture Trust Deed.

(b) **Conflicts**

(i) The provisions contained in this Agreement shall be read together with the provisions contained in any of the Disclosure Documents, the other Transaction Documents and any other agreement entered into among the Company, the Debenture Holders, and/or the Debenture Trustee.

(ii) In case of any inconsistency between the provisions contained in this Agreement or any of the Disclosure Documents or any other Transaction Document, the provisions contained in the Debenture Trust Deed shall prevail.

2. That the Company hereby appoints Catalyst Trusteeship Limited as the Debenture Trustee for the Debenture Holders holding Debentures to be issued by the Company and Catalyst Trusteeship Limited hereby agrees to act as Debenture Trustee for the Debenture Holders, subject to the completion of due diligence of all relevant information pertaining to the

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Company, to the satisfaction of the Debenture Trustee (to the extent applicable). The Debenture Trustee and the Company shall also enter into a debenture trust deed (hereinafter referred to as the "**Debenture Trust Deed**") and such other documents as may be required from time to time in relation to the Debentures. The Parties shall comply with, perform and discharge their respective duties, obligations and responsibilities under Applicable Law(s), the Debenture Trust Deed and the other Transaction Documents, in each case to the extent applicable to such Party and nothing in this Agreement shall be construed as limiting or derogating from such duties, obligations and responsibilities. The Debenture Trustee agrees to act as 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 Applicable Laws, the Transaction Documents and as more particularly provided in the Debenture Trust Deed.

3. The Debenture Trustee shall disclose the nature of compensation arrangement entered with the Company on its website, including the minimum fee to be charged (in absolute terms or as a percentage of the issue size) and factors determining the same and display on its website the interest / redemption due to the Debenture Holders along with the status of payment made by the Company in accordance with the SEBI Debenture Trustee Master Circular.

4. The Company undertakes to and shall comply with the provisions of SEBI Debenture Trustees Regulations, SEBI NCS Regulations, the SEBI NCS Master Circular, the debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended and replaced from time to time) ("**SEBI LODR Regulations**") (once the Company becomes debt listed entity), the Companies Act, the rules, regulations and circulars framed or issued thereunder and other applicable provisions under applicable laws, regulations and guidelines (including guidelines of other regulatory authorities in respect of allotment of debentures) ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance with the terms, conditions and law relating to the Debentures until the redemption in full of the Debentures.

5. The Company shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration as set out in the consent letter dated May 19, 2026 bearing reference number CL/DEB/26-27/359 ("**Debenture Trustee Letter**") for its services as Debenture Trustee (hereinafter referred to as the "**Debenture Trustee Fees**") in addition to all pre-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 executed/to be executed in relation to the Debentures and any other pre-agreed expenses with respect to notices and letters to be issued to Debenture Holders, and additional professional fees/expenses that would be incurred in case of default. Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses beyond prescribed time limits under MSME act shall carry interest at the applicable 16% interest rate stipulated under MSME Act, from time to time, from the date of bill till the date of actual payment which shall be payable on the footing of compound interest with quarterly resets.

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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.

6. **TERMS OF CARRYING OUT DUE DILIGENCE**:

6.1 The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence (to the extent required under applicable laws).

6.2 Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, documents, reports, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance of the Debentures, in accordance with the Relevant Laws.

6.3 The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in accordance with the Relevant Laws in order to assist in conducting the diligence by the Debenture Trustee in connection with the issuance of the Debentures. All the reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all reasonable out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be paid in terms of the Debenture Trustee Letter.

7. The Company undertakes to promptly furnish all and any information, documents, as may be required or requested by the Debenture Trustee from time to time, in accordance with the Transaction Documents and Applicable Laws including without limitation the following documents, as may be applicable:

(a) Disclosure Documents in relation to the issue of Debentures;

(b) The necessary corporate authorisations by way of board resolution, committee resolution and/or shareholder resolution necessary for the issue, allotment of the Debentures and the creation of security contemplated under the Debenture Trust Deed;

(c) Agreement with the registrar to issue;

(d) Letters from credit rating agencies about ratings;

(e) Depository details;

(f) Consent of registrar and transfer agent to the Issue and agreement with the registrar and transfer agent to the issue;

(g) Latest annual report of the Company;

(h) Listing application along with the required details / annexures submitted to the Stock

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Exchange;

(i) Proof of credit of the Debentures in favour of the Debenture Holders/dispatch of Debenture certificates to the Debenture Holder;

(j) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to the banker in relation to the payment of redemption amount and interest amount in the format as set out in the Debenture Trust Deed;

(k) Executed copy of this Agreement;

(l) Debenture Trust Deed;

(m) Approval for listing of the Debentures and trading permission from the Stock Exchange;

(n) Security documents executed in relation to the Debentures;

(o) Certificate of registration issued by the Registrar of Companies in relation to the charge created to secure the Debentures;

(p) 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 including Relevant Laws;

(q) Statutory auditor's certificate for utilization of funds/issue proceeds;

(r) Beneficiary position reports as provided by the registrar and transfer agent;

(s) Statutory auditor certificate, on a quarterly basis on maintenance of security cover, and compliance with the covenants of in respect of the Debentures;

(t) Information, reports and documents to ensure and enable the Debenture Trustee to carry out the necessary due diligence and monitor the implementation of the conditions regarding debenture redemption reserve;

(u) 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 alongwith duly acknowledged letter / confirmation from stock exchange on the amount of such fund maintained and the mode of maintenance;

(v) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchanges under the Relevant Laws;

(w) Copies of the relevant agreements/ declarations / memorandum which pertains to the security proposed to be created by way of hypothecation more particularly set out under the Debenture Trust Deed for securing the Debentures, along with a confirmation from the Company that the same are valid as on the date of the confirmation and that

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there are no further amendments or revisions to such documents;

(x) Valuation report in respect of such assets over which security is created by the Company and or its affiliates, if required;

(y) Any other third party consents required for creation of security by way of hypothecation more particularly set out under the Debenture Trust Deed, if required; and

(z) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee including for the purposes of creation of security and perfection of security proposed to be created more particularly set out under the terms of the Debenture Trust Deed.

8. **CONFIRMATIONS AND DECLARATIONS**

8.1 The Company agrees and undertakes to comply with the provisions of SEBI Debenture Trustees Regulations, the SEBI NCS Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 and the listing agreement pursuant thereto to be executed with BSE Limited, the Companies Act and guidelines of other regulatory authorities as may be applicable from time to time in respect of issuance and allotment of Debentures till redemption and agrees to furnish to the Debenture Trustee such information in terms of the same on regular basis and as may be requested by the Debenture Trustee.

8.2 The Company hereby declares and confirms that the Company or the person(s) in control of the Company, or its promoter(s) have not been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities.

8.3 All covenants of the Issue (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are contained only in the General Information Document, the relevant Key Information Document and the Debenture Trust Deed.

9. **INFORMATION ACCURACY AND STORAGE**

9.1 The Company declares that the information and data furnished by the Company 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.

9.2 The Company shall ensure that the requisite disclosures to be made by the Company in the Disclosure Documents shall be true and correct.

9.3 The Company shall ensure that all the disclosures required to be made by the Company in the Disclosure Documents shall be in accordance with the Relevant Laws and the Debenture Trust Deed.

DEBENTURE TRUSTEE	COMPANY

9.4 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(s)) 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, as may be applicable, 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.

10. **OTHER TERMS AND CONDITIONS**

10.1 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.

10.2 The Company hereby declares and confirms that the assets on which the charge is proposed to be created to secure the Debentures are free from encumbrances and if assets which are required to be charged to secure the Debentures are already encumbered, the Company has obtained permissions or consent to create pari passu or second or subservient charge on the assets of the Company from all the existing charge holders, if applicable.

10.3 The Company confirms that the necessary documents including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc., and the same would be uploaded on the website of the designated stock exchange, where the debt securities have been listed.

10.4 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 and interest amount due to the Debenture Holder. Further, the Company hereby undertakes that it shall pre-authorize the Debenture Trustee to seek the redemption amount payment and interest amount payment related information from such bank.

10.5 The Debenture Trustee is permitted to request and the Company shall be obliged to provide all the information, documents, reports and other details as may be required under the Relevant Laws or as may be required by the Debenture Trustee to perform its obligations under the Transaction Documents and in accordance with the Applicable Laws.

11. The Company further agrees, undertakes, confirms that:

11.1 All covenants proposed to be included in Debenture Trust Deed (including any events of default, fees charged by the Debenture Trustee, etc.) shall be disclosed in Disclosure Documents.

11.2 The Company confirms that the Company is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Company is validly existing and in good standing under the laws of India and each of the

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obligations contained herein shall be legal, valid and binding obligation enforceable against the Company.

11.3 The Company hereby declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Documents, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Regulations.

12. The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the Transaction Documents including the instrument of Debentures shall be solely borne by the Company.

13. Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.

14. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

15. This Agreement 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 redeemed and paid-off.

16. If the Debentures are not issued, the appointment of the Debenture Trustee under this Agreement may be terminated by either Party by written notice countersigned by the other Party.

17. **GOVERNING LAW AND JURISDICTION**

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

17.2 Notwithstanding anything contained in Clause 17.7 below, the Parties agree that the courts and tribunals in Mumbai, India shall have 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 the 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.

17.3 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 Mumbai, India and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at Mumbai, India shall be conclusive and binding upon them 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

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Applicable Law.

17.4 Nothing contained in this Clause 17, shall limit any right of the Debenture Trustee and/ or the Debenture Holders 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 submit to and accepts for themselves and in respect of their respective 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.

17.5 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.

17.6 To the extent that the Issuer may in any jurisdiction claim for themselves or their 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 themselves or their assets such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and hereby irrevocably waive such immunity.

17.7 Without prejudice to sub-clauses 17.2 to 17.6 above, all claims, differences or disputes between the Debenture Trustee and the Issuer, arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be submitted to a resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by the SEBI pursuant to the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with SEBI master circular for online resolution of disputes in the Indian securities market dated July 31, 2023 (as updated from time to time) bearing reference no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and guidance issued by the stock exchanges and depositories from time to time. Provided that this sub-clause shall not apply to any rights of the Debenture Trustee which are to be exercised through the Debenture Trustee.

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.

DEBENTURE TRUSTEE	COMPANY
CATALYST TRUSTEESHIP LIMITED	DEV ACCELERATOR LIMITED AHMEDABAD

SIGNED AND DELIVERED BY the within named **Issuer, DEV ACCELERATOR LIMITED,** by the hand of Mr. Rushit Shah, its authorised officer, authorised pursuant to the resolution of the Board of Directors of the Issuer passed on 19 May 2026.

Dev Accelerator Limited

Authorised Signatory

SIGNED AND DELIVERED by the within named **CATALYST TRUSTEESHIP LIMITED** in its capacity as Debenture Trustee by the hand of Suraj Tiwari ______________________ an authorized official of Catalyst Trusteeship Limited.

For CATALYST TRUSTEESHIP LIMITED

Suraj

Authorised Signatory