No. 30205/ITSL/OPR/CL/21-22/DEB/452
July 19, 2021

Oxyzo Financial Services Private Limited
101, First Floor, Vipul Agora Mall, MG Road,
Gurgaon, Gurgaon, Haryana, 122001
INDIA

Kind Attn: Mr. Anuj Sharma

Dear Sir,

Subject: Consent to act as Debenture Trustee for the Rated, Secured, Taxable Listed Non-Convertible Debentures (NCDs) aggregating up to Rs. 48 Crores proposed to be issued Oxyzo Financial Services Private Limited (the Company/Issuer).

This is with reference to your email dated July 14, 2021 and subsequent telecom we had regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed Rated, Secured, Taxable Listed Non-Convertible Debentures (NCDs) aggregating up to Rs. 48 Crores. In this connection, we indicate our trusteeship remuneration for the said assignment as follows:

Charge Heads	Terms
Acceptance Fees	Rs.1,00,000/- plus applicable taxes (One-time payment and payable upfront, non- refundable)
Service Charges	Rs.1,50,000/- p.a. plus applicable taxes. First such payment would become payable in on the date of execution (DoE) for the pro-rata period from DoE till March 31, 2022; thereafter the Service Charges are payable on an annual basis in advance on 1st April every year till the redemption and satisfaction of charges in full.
Delayed Payment charges	In case the payment of service charges is not received within a period of 30 days from the date of the bill, ITSL reserves the right to charge 'delayed payment charges' @ 12% p.a. on the outstanding amount.
Out of Pocket Expenses & Statutory Dues	Would be reimbursable on actual basis within 30 days of the claim.
Validity:	This consent is valid for a period of 6 months from the date of this letter and in the event of the issue not being placed or in the event of any increase in the size of the issue or any structural change, a fresh letter of revalidation from the Trustees will be necessary and earlier consent letter would stand ipso facto/automatically withdrawn/revoked without any further communication/reference to you.
Any enforcement consequent to the event of default (EOD) would attract separate charges	

Assure you of our best services at all times.

We accept the above terms

Yours Faithfully,

IDBI Trusteeship Services Limited

Authorized Signatory

for Oxyzo Financial Services Private Limited

RUCHI KALRA

Digitally signed by RUCHI KALRA
Date: 2021.07.20 12:27:04 +05'30'

(Authorized Signatory)

(Authorized Signatory)

NOTE: ***As per recent Service Tax guidelines, ITSL would be required to pay the applicable Service Tax on the amounts / charges payable to us as indicated above. Please note that the Company would be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made.***

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This is with reference to your email dated July 14, 2021 and subsequent telecom we had regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed Rated, Secured, Taxable Listed Non-Convertible Debentures (NCDs) aggregating up to Rs. 48 Crores.

We are agreeable for inclusion of our name as trustee in the offer document/disclosure document as required subject to the following conditions:

1. The Company shall enter into Written Debenture Trustee Agreement (DTA) for the said issue before the opening of Subscription list for issue of debentures.

2. The Company agrees and undertakes to create the securities over such of its immovable and moveable properties and on such terms and conditions as agreed by the Debenture holders and disclose in the Information Memorandum or Disclosure Document and execute, the Debenture Trust Deed (DTD) and other necessary security documents for each series of debentures as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document in any case not exceeding Ninety days after the date of allotment of debentures.

3. The Company agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated above for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security 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.

4. The Company agrees & undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010, the Companies Act, 1956/the Companies Act, 2013 and the Rules thereunder as amended from time to time and other applicable provisions and agree to furnish to Trustees such information in terms the same on regular basis.

5. Any payment in respect of Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a FII Entity) at the time of enforcement would, if required by applicable law, be subject to the prior approval of RBI for such remittance through an Authorized Dealer. The Company/Investor shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder (who is a FII).

Looking forward to a fruitful association with you and assuring you of our best services at all times.

We accept the above terms

Yours Faithfully,

IDBI Trusteeship Services Limited

IDBI Trusteeship Services Ltd ITSL

Authorized Signatory

for Oxyzo Financial Services Private Limited

RUCHI KALRA

Digitally signed by RUCHI KALRA
Date: 2021.07.20 12:53:15 +05'30'

(Authorized Signatory)

(Authorized Signatory)