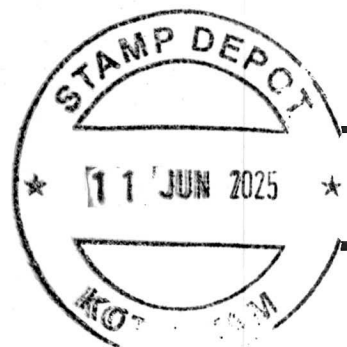




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THIS STAMP PAPER IS AN INTEGRAL PART OF THE DEBENTURE TRUSTEESHIP AGREEMENT EXECUTED BETWEEN KOSAMATTAM FINANCE LIMITED AND VISTRA ITCL (INDIA) LIMITED ON 02.07.2025.



no 487  
28-6-25  
Kosamattam Finance Ltd  
Kosamattam City Centre  
T.B. Road, Kottayam

SIVASANKARAN NAIR.B  
STAMP VENDOR  
Lic. No. C1-6376/88  
KOTTAYAM - 686 002



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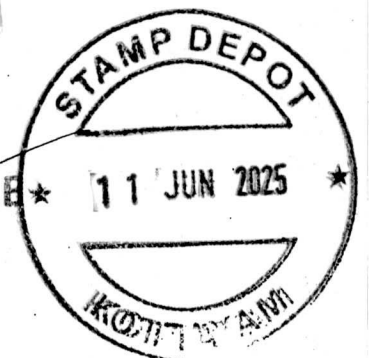
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KOTTAYAM - 586 002



## DEBENTURE TRUSTEESHIP AGREEMENT

This debenture trusteeship agreement (hereinafter referred to as the "**Agreement**") is made at Kottayam on this 02<sup>nd</sup> day of July 2025, by and between

**KOSAMATTAM FINANCE LIMITED**, a public limited company under the Companies Act, 1956 having its registered office at Kosamattam City Centre, Floor Number 4th & 5th, T.B Road, Kottayam - 686001, Kerala, India (hereinafter referred to as "**the Company**") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns of the **FIRST PART**.

AND

**Vistra ITCL (India) Limited**, a company incorporated under the Companies Act, 1956 with corporate identity number U66020MH1995PLC095507 and having its registered office at The Capital Building, Unit No 505-A2, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India and also acting through its corporate office at Vistra ITCL (India) Limited, 'A' wing, The Qube, Hasan Pada Road, Mittal Industrial Estate, Marol, Andheri-East, Mumbai - 400059, Maharashtra (hereinafter referred to as "**the Debenture Trustee**") which expression shall, unless it be repugnant to the subject or context thereof, include its affiliates, successors and assigns thereof of the **SECOND PART**.

The Trustees and the Company are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

### WHEREAS:

- (I) The Company proposes to issue and allot 5,000 (Five Thousand) Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures of Face Value of ₹ 1,00,000/- (Indian Rupees One Lakh only) each, aggregating to ₹ 50,00,00,000/- (Rupees Fifty Crores Only), comprising of:
- 2,500 (Two Thousand Five Hundred) Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures having a face value of ₹ 1,00,000 (Rupees One Lakh) each aggregating to a nominal value of up to ₹ 25,00,00,000/- (Rupees Twenty Five Crores Only) ("**Series I Debentures**"); and
  - 2,500 (Two Thousand Five Hundred) Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures having a face value of ₹ 1,00,000 (Rupees One Lakh) each aggregating to a nominal value of up to ₹ 25,00,00,000/- (Rupees Twenty-Five Crores Only) ("**Series II Debentures**").

(Series I Debentures and Series II Debentures are hereinafter collectively referred to as "**Debentures**" / "**NCDs**")

at par, in dematerialized form on a private placement basis to certain identified investors ("**Issue**") on private placement basis, on the terms and in the manner set forth herein and in the Information Documents/Disclosure Documents. The NCDs are being offered in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended ("**SEBI Non-Convertible Securities Regulations**"), SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended, from time to time ("**SEBI Listing Regulation**"), Companies Act, 2013 read with Companies (Prospectus and allotment of Securities) Rules, 2014 and the Companies (Share Capital and Debentures) Rules, 2014 (including any amendment thereto or re-enactment thereof) and other applicable provisions of the Companies Act, 2013 and subject to compliance with the RBI directions, including the SEBI master circular SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, SEBI master circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 any other law, rules, directions issued by the Government or any other regulatory authority in this regard, the General Information Document filed with the BSE vide reference No.: **KFL/GID/2024-2025** and Key Information Document (collectively "**Information Documents**") to be filed with the Securities and Exchange Board of India ("**SEBI**"), the BSE Limited ("**BSE**") and/or the Registrar of Companies, Kerala, at Kochi ("**RoC**"), as applicable.



(II) The Company pursuant to –

- A. a resolution of the Board of Directors passed at its meeting held on July 2, 2025, 2025, authorised the Issue of the NCDs in accordance with applicable laws including the Companies Act, SEBI Listing Regulations, SEBI Non-Convertible Securities Listing Regulations.
- B. the Shareholders *vide* special resolution passed at their EGM held on March 9, 2023 have, in accordance with provisions of Section 180(1)(c) of the Companies Act, 2013, authorised the Board to borrow sums of money which together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), may exceed at any time, the aggregate of the paid-up capital of the Company and its free reserves (that is to say, reserves, not set apart for any specific purposes) by a sum not exceeding ₹ 12,000 crores (Rupees twelve thousand crores only).
- (III) The Company agrees to submit the details required as per Schedule I of the SEBI Non-Convertible Securities Regulations with BSE for the purpose of listing the NCDs.
- (IV) Pursuant to the SEBI Non-Convertible Securities Regulations and the Companies Act 2013, the Companies (Share Capital and Debentures) Rules, 2014 including any statutory modification or reenactment or replacement thereof, for the time being in force ("**Companies Act**"), SEBI Listing Regulations, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, read with any and all master circulars, circulars notifications, guidelines issued thereunder from time to time, each as amended, varied or modified from time to time ("**Non-Convertible Securities Listing Regulations**") and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time ("**SEBI Debenture Trustee Regulations**"), the Company is required to appoint a debenture trustee for the benefit of the NCD Holders and accordingly the Company has approached Vistra ITCL (India) Limited to act as the debenture trustee for the benefit of the NCD Holders and Vistra ITCL (India) Limited have consented to act as the debenture trustee ("**Debenture Trustee**") for the benefit of the holders of the proposed Issue *vide* their consent letter dated July 2, 2025. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the SEBI Debenture Trustee Regulations to act as a Debenture Trustee.
- (V) The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee and the Company hereby agrees to create security in favour of the Debenture Trustee for the benefit of the NCD Holders in the manner set out hereunder and furnish the requisite information to the Stock Exchange, Debenture Trustee and the NCD Holders.
- (VI) The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee, shall be more specifically set out in the debenture trust deed for the NCDs to be entered into between the Company and the Debenture Trustee. The Debenture Trust Deed shall be finalised by the parties and consist of two parts: Part A containing statutory / standard information pertaining to the debt issue consisting of clauses pertaining 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 particular debt issue.
- (VII) As the NCDs are to be secured, the Company shall create the securities on such terms and conditions as disclosed in the Disclosure Documents and execute the Debenture Trust Deed and other necessary security documents for each series of NCD as approved by the Debenture Trustee, prior to filing of the application for listing of the NCDs, in accordance with the extant SEBI Non-Convertible Securities Regulations and shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within 30 days of creation of charge. The Company agrees that, in case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/terms of the issue by the Company.
- (VIII) Pursuant to the SEBI Circular No. CIR/CFD/CMD/6/2015 dated the October 13, 2015 on a uniform Listing Agreement read with the SEBI Listing Regulations, the Company is required to comply with the said circular and regulations *inter alia* by furnishing the requisite information to the Stock Exchange, Debenture Trustees and NCD Holders.





- (IX) The Company agrees to comply with all the requirements of the Companies Act, 2013 and the Securities and Exchange Board of India.
- (X) Accordingly, the Debenture Trustee has called upon the Company to execute an agreement being these present with a view to record the main terms and conditions and stipulations as well as the Company's obligation in respect of the NCDs.

**NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**A. DEFINITIONS & CONSTRUCTION**

**I. DEFINITIONS**

1. "Beneficial Owners" shall mean the owners of the NCDs in electronic (dematerialised) form, whose names are listed in the List of Beneficial Owner(s) as prepared, held and given by the Depository viz. the National Securities Depository Limited or the Central Securities Depository (India) Limited as the case may be and for the time being, holder(s) of the NCDs in physical form and whose and who have been entered in the register of NCD Holders;
2. "Debenture Trust Deeds" shall have the meaning assigned to them in the recitals mentioned above;
3. "Disclosure Documents" shall mean collectively, the General Information Document, the Bid cum Application Form and the Key Information Document, including all supplements, corrections, amendments, corrigenda thereto.
4. "NCDs" shall have the meaning assigned to them in the recitals mentioned above;
5. "NCD Holders" shall mean the holders of the NCDs;
6. "Repay" shall include "Redemption" and *vice versa* and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly; and

Words not defined in this Agreement shall have the same meaning as set forth in the Disclosure Documents.

**II. CONSTRUCTION**

1. Word denoting singular number only shall include plural number and vice versa.
2. Words denoting one gender only shall include the other gender.
3. Words denoting person only shall include companies and body corporate.
4. All references to any provision of any statute shall be deemed also to refer to the statute modification or re-enactment thereof or any statutory rule, order or regulations thereunder or such re-enactment.
5. All references in these present to schedules, clauses, sub-clauses, paragraphs or sub-paragraphs shall be construed as reference respectively to the schedules, clauses, sub-clauses, paragraphs or sub-paragraphs in these presents.
6. The provision contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set-forth.



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

1. That the Company hereby appoints Vistra ITCL (India) Limited as the Debenture Trustee for the NCD Holders of the NCDs aggregating Up to ₹ 50,00,00,000 /- (Rupees Fifty Crores Only), to be issued by the Company from time to time and that Vistra ITCL (India) Limited hereby agrees to act as Debenture Trustee for the NCD Holders subject to the completion of diligence of all relevant information pertaining to the assets of the Company and security to be created in favour of the Debenture Trustee to secure the NCDs, to the satisfaction of the Debenture Trustee.
2. The outstanding NCD amount, together with coupon, default interest remuneration of the Trustee, charges, fees, expenses and all other monies due from the Issuer, shall be secured by (to the satisfaction of the NCD holders):  
  
First pari-passu charge via a deed of hypothecation over asset portfolio of receivables of the Issuer ("Hypothecated Assets") with a security cover of 1.10 times ("Minimum Security Cover") to be maintained on the Outstanding Principal Amounts of the NCDs along with coupon thereon at all times during the tenor of the NCDs. ("Security"). The Minimum Security Cover shall be calculated on the basis of the outstanding principal amount/s on the Hypothecated Assets. ("Security"). The NCDs shall be backed by an irrevocable and unconditional Personal Guarantee of Mr. Mathew K. Cherian (DIN: 1286073) and Ms. Laila Mathew (DIN: 1286176) ("Guarantor(s)") for all dues outstanding under these Debentures.
3. The Company agrees and confirms that the purpose of the Issue is not for providing loan to or acquisitions of shares of any person who are part of the same group or who are under the same management.
4. The Company hereby declares and confirms that the proposal to create a charge or security in respect of the NCDs has been disclosed in the Disclosure Documents along with its implications.
5. The Company hereby declares and confirms that it has given an undertaking in the Disclosure Documents that the assets on which charge shall be created are free from encumbrances and if assets are already charged to secure debt, the permissions or consent to create *pari passu* charge on the assets of the company shall be obtained from the creditors and existing debenture trustees before filing the information documents with Registrar of Companies, as applicable and all disclosures to be made in the disclosure documents with respect to creation of security are in conformity with the clauses of Debenture Trustee Agreement
6. The Company shall comply with the provisions of SEBI Debenture Trustee Regulations, Non-Convertible Securities Listing Regulations, debt listing agreement, SEBI Listing Regulations, SEBI circulars including SEBI master circular SEBI/HO/DDHS-PoD3/P/CIR/2023/46 dated May 16<sup>th</sup> 2024 and SEBI master circular SEBI/HO/DDHS-PoD1/P/CIR/2024/54 dated May 22, 2024, as amended from time to time the Companies Act and rules thereunder and other applicable provisions under applicable laws, regulations and guidelines ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures. Further the Company undertakes to comply with all regulations/provisions of Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of debentures till redemption
7. The Company will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the BSE, for the purpose of listing the Debentures on the WDM of BSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the BSE as per Regulation 6 of the SEBI Non-Convertible Securities Listing Regulations. A copy of the listing approval received from the BSE will be forwarded to the Debenture Trustee.

**C. OBLIGATIONS OF THE PARTIES**

1. The Debenture Trustee is registered with SEBI under a valid and subsisting registration no. IND000000578 under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, to act as a debenture trustee. The Debenture Trustee shall ensure that the registration remains in force and, shall immediately inform the Company if its registration is cancelled or withheld, for any reason whatsoever.



2. The Debenture Trustee confirms that it is eligible to act as a trustee for the Issue in terms of the provision to Section 71 (5) of the Companies Act, 2013 and Regulation 13 and Regulation 13A of the SEBI (Debenture Trustees) Regulations, 1993, as amended and Debenture Trustee also confirm and declares that it has not lent or is not proposing to lend money to the Company.
3. That the Company hereby agrees to appoint Vistra ITCL (India) Limited as the Debenture Trustee in relation to the NCDs, aggregating up to ₹5,000 Lakhs (Rupees Five Thousand Lakhs only) to be issued by the Company and Vistra ITCL (India) Limited hereby agrees to act as Debenture Trustee for the NCD Holders.
4. The Trustee, "*ipso facto*" does not have the obligations of a borrower or of a principal debtor or of guarantor as to the monies paid/invested by Debenture Holders in relation to the Debentures.
5. Debenture Trustee shall carry out its duties and perform its functions under SEBI Debenture Trustee Regulations, Non-Convertible Securities Listing Regulations, SEBI Listing Regulations, Debenture Trust Deed and Disclosure Documents and all other circulars, notifications and guidelines issued by SEBI from time to time, with due care and diligence.
6. The Company undertakes to furnish to the Debenture Trustee and Credit Rating Agencies a copy of certificates submitted by it to the Stock Exchange under Regulations 57(1) of the SEBI Non-Convertible Securities Listing Regulations.
7. The Debenture Trustee shall be vested with the requisite power for protecting the interest of the holders of the Debentures including the right to appoint a nominee director on the Board of the Company in consultation with the holders of the Debentures and shall ensure the disclosure of all material events on an on-going basis as required under the SEBI Non-Convertible Securities Listing Regulations, SEBI Listing Regulations, SEBI Debenture Trustee Regulations, Companies Act and rules made thereunder and other Relevant Laws.
8. The Company hereby agree, represents and confirms that:
  - (a) 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 the Securities Exchange Board of India from accessing the securities market or dealing in securities
  - (b) The Company hereby agrees and undertakes to comply with the applicable stamp duty regulations.
  - (c) the proceeds of the Issue will not be used to provide loan to or acquisitions of shares of any person who are part of the "same group" or who are under the "same management".
  - (d) it shall comply with various terms and conditions and its obligations in relation to the NCDs, including redemption of NCDs, payment of interest;
  - (e) it shall create security over its assets on such terms and conditions as disclosed in the Disclosure Documents, and shall execute the Debenture Trust Deed and other necessary security documents for NCDs as approved by the Debenture Trustee, within the timelines or limit required by other applicable provisions of law but in any event prior to filing of the application for listing of the Debentures, in accordance with the extant Non-Convertible Securities Listing Regulations. The Issue proceeds will be kept in a separate issue account and shall not be utilised by the Company until the Debenture Trust Deed and security documents are executed by the Company;
  - (f) it declares and confirms that the proposal to create a charge or security in respect of the NCDs shall be disclosed in the Disclosure Documents.
  - (g) it shall create security interest over such assets and on such terms and conditions as disclosed in the Disclosure Documents and clause B.2 above and execute the Debenture Trust Deeds and other necessary security documents for the NCDs, as approved by the Debenture Trustee, within the timelines required by other applicable provisions of law but in any event prior to filing of the application for listing of the Debentures, in



accordance with the extant Non-Convertible Securities Listing Regulations and before the Issue proceeds are transferred from the designated issue account opened in connection with the Issue into the designated account in connection with the Issue.

- (h) Without prejudice to the obligations of the Company under the Debenture Trust Deeds to be entered subsequently in relation to the Issue, the Company shall, among other things, comply with the provisions of the SEBI Non-Convertible Securities Regulations, SEBI Listing Regulations, , SEBI master circular SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, SEBI master circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 and other applicable laws and shall furnish to the Debenture Trustee such documents as may be required by the Debenture Trustee (including Material Contracts and Material Documents) to perform its function as a trustee in accordance with the Companies Act, 2013, SEBI Non-Convertible Securities Regulations and other applicable laws.
- (i) The Company shall comply with Debenture Trustee Regulations and with Relevant Laws and regulations/provisions of Companies Act 2013, guidelines of other regulatory authorities in respect of allotment of debentures until redemption.
- (j) The Company shall create security on the assets of the Company within the timelines and on such terms and conditions as mentioned in the Disclosure Documents to secure the Debentures and execute, the Debenture Trust Deed and other necessary security documents for Debentures as approved by the Debenture Trustee, within a period as may be prescribed by SEBI from time to time and in accordance with the Companies Act, 2013

9. Documents required to be submitted simultaneously with execution of this Agreement

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the applicable laws including in connection with verification of the security / contractual comforts and the security cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide all the information and documents as set out in **Annexure A** hereto.

10. Term of carrying out due diligence:

- a. The Debenture Trustee shall carry out due diligence on a continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, SEBI Listing Regulations, SEBI Non-Convertible Securities Listing Regulations, SEBI Debenture Trustee Regulations, the Listing Agreement, this Agreement, the SEBI master Circular for the Debenture Trustee dated May 16, 2024 bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 and any other regulations or circulars issued by SEBI pertaining to debt issuance and any other Relevant Laws.
- b. The Debenture Trustee, in terms of Regulations 15(6) of the SEBI Debenture Trustee Regulations either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance 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 Disclosure Documents, has been obtained. For the purpose of carrying out the due diligence as required in terms of the applicable laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.
- c. The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be relevant, where the assets and/or encumbrances in relation to the assets of the Company or any third party security provider are registered / disclosed.





- d. Further, in the event that existing charge holders have provided conditional consent / permissions to the Company 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 existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
- e. Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the applicable laws.
- f. 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. All 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 out- of -pocket expenses towards legal or inspection costs, travelling and other costs, shall be compensated/remunerated by the Debenture Trustee .
- g. The Company shall *inter-alia* furnish to the Debenture Trustee the following documents
  - i) Disclosure Documents/Information Memorandum/General Information Document /Key Information Document
  - ii) Agreement with the Registrar to Issue;
  - iii) Letter from the credit rating agency stating the credit rating;
  - iv) Debenture Trustee Agreement;
  - v) Proof of credit of the NCDs in favour of the NCD Holders;
  - vi) Depository details;
  - vii) Latest Annual Report of the Company;
  - viii) The Debenture Trust Deeds;
  - ix) Confirmation/proofs of payment of interest and principal made to the NCD Holders on due dates as per the terms of the Debenture Trust Deeds;
  - x) Statutory Auditor's Certificate for utilization of funds/Issue proceeds;
  - xi) Periodical reports on quarterly basis as required by the SEBI Listing Regulations;
  - xii) Information to be submitted to the Stock Exchange on half yearly basis as required by the SEBI Listing Regulations;
  - xiii) Beneficiary position reports as provided by the registrar;
  - xiv) In-principle approval for listing of the NCDs from the Stock Exchange;
  - xv) Acknowledgement of filing of Disclosure Documents with the Stock Exchange;
  - xvi) Listing and trading permission from the Stock Exchange;
  - xvii) Certified true copy of the resolution passed by the shareholders at the Extraordinary General Meeting held on March 9,2023 approving borrowing of funds up to ₹ 12,000 crore;
  - xviii) Certified true copy of the resolution under Section 179(3)(c) of the Companies Act 2013 for issuance of NCDs;
  - xix) Certified true copy of the resolution for allotment of NCDs;
  - xx) Date of actual allotment of the NCDs;
  - xxi) Details of amounts raised under the Issue;
  - xxii) Confirmation from the stock exchange with respect to listing of NCDs;
  - xxiii) Evidence of payment of the stamp duty in respect of the NCDs Issue and the Transaction Documents;
  - xxiv) 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 along with duly acknowledged letter / confirmation from Stock Exchange on the amount of such fund maintained and the mode of maintenance.
  - xxv) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount; and
  - xxvi) Consents/no-objection certificates for ceding Pari passu charges in favour of the Debenture Trustee from the existing creditors.



- xxvii) 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 along with duly acknowledged letter / confirmation from Stock Exchange on the amount of such fund maintained and the mode of maintenance.
- xxviii) 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 Securities and Exchange Board of India including Relevant Laws;
- xxix) Proof of payment of stamp duty on Debentures
- xxx) 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, debenture redemption reserve and recovery expense fund
- xxxi) Beneficiary position reports as provided by the registrar and transfer agent
- xxxii) Any such documents as may be reasonably required by the Debenture Trustee.

h. The Company shall comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, as amended from time to time, SEBI Non-Convertible Securities Regulations as amended from time to time, SEBI Listing Regulations as amended from time to time, the Companies Act, 2013 and applicable rules, applicable provisions of the Companies Act, 1956 (to the extent in force), SEBI Circular No. CIR/CFD/CMD/6/2015 dated the October 13, 2015 on uniform listing agreement, Amendment to SEBI (Debenture Trustee) Regulations, 1993 through its Gazette Notification no. 35 and dated October 8, 2020, SEBI Master Circular bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 issued by SEBI and as updated on SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, SEBI master circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended ("**SEBI Master Circular**") and other rules and regulations issued by any governmental authorities from time to time and agrees to furnish to Debenture Trustee such information in terms of the same on regular basis.

i. Information Accuracy and Storage

- a. The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;
- b. The Company confirms that the requisite disclosures will be made in the Disclosure Documents. Further the Company undertakes to ensure that:
  - i. Information on consents/ permissions required for creation of further charge on assets are adequately disclosed in Disclosure Documents.
  - ii. All disclosures made/to be made in the Disclosure Documents with respect to creation of security are in confirmation with the clauses of this Agreement.
  - iii. All covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.) are disclosed in Disclosure Documents.
  - iv. Terms and conditions of the Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Document
- c. The Company 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;
- d. The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the NCD Holders (in accordance with the applicable law) 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, 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.



- j. The Debenture Trustee has agreed to undertake its obligation as the Debenture Trustee relying solely on the accuracy of the information and documents as provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, or any of its respective directors, officers, employees, attorneys, associates or agents (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "**Losses**") arising in connection with or as a result of:

- a. Any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;
- b. Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- c. Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

- k. The outstanding NCD amount, together with coupon, default interest remuneration of the Trustee, charges, fees, expenses and all other monies due from the Issuer, shall be secured by (to the satisfaction of the NCD holders):

First pari-passu charge via a deed of hypothecation over asset portfolio of receivables of the Issuer ("Hypothecated Assets") with a security cover of 1.10 times ("Minimum Security Cover") to be maintained on the Outstanding Principal Amounts of the NCDs along with coupon thereon at all times during the tenor of the NCDs. ("Security"). The Minimum Security Cover shall be calculated on the basis of the outstanding principal amount/s on the Hypothecated Assets. ("Security"). The NCDs shall be backed by an irrevocable and unconditional Personal Guarantee of Mr. Mathew K. Cherian (DIN: 1286073) and Ms. Laila Mathew (DIN: 1286176) ("Guarantor(s)") for all dues outstanding under these Debentures.

- l. This Agreement is entered into in compliance with the provisions of Regulation 13 and Regulation 13 A of SEBI (Debenture Trustees) Regulations, 1993, SEBI Non-Convertible Securities Regulations, SEBI Listing Regulations, and the Companies Act, 2013 read with rules 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 NCDs have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.

#### **D. RETIREMENT AND REMOVAL OF TRUSTEES**

1. The Debenture Trustee hereof may retire at any time without assigning any reason and without being responsible for any loss or costs occasioned by such retirement provided that they shall have given at least one month's previous notice in writing to the Company in that behalf and the Debenture Trustee will comply with all the requirements as may be specified by SEBI.
2. The Debenture Trustee hereof may be removed by the NCD Holder(s)/Beneficial Owner(s) by a special resolution duly passed at the meeting of the NCD Holder(s)/ Beneficial Owner(s). The Company shall appoint such person or persons as may be nominated by such resolution as new trustee or trustees hereof.
3. For the purposes, aforesaid, forthwith upon receipt of the notice of retirement from the Trustee(s) for the time being hereof, and on the occurrence of the vacancy in the office of the Debenture Trustee hereof, the Company shall convene a meeting of the NCD Holder(s)/Beneficial Owner(s) for appointment of trustees by the NCD Holder(s)/Beneficial Owner(s) unless Company does not appoint a trustee as provided hereinabove.
4. The Company may appoint one or more persons, registered as Debenture Trustee(s) with Securities and Exchange Board of India as Trustee or Trustees hereof, with or without removing or replacing the existing Debenture Trustee or Debenture Trustees. Whenever there shall be more than two trustees hereof the majority of such trustees shall be entitled to exercise the powers, authorities and discretions hereby vested in the trustees.



5. Any new trustee or trustees appointed in terms of this clause, will have all powers and shall be subject to all duties, liabilities and responsibilities as if originally, appointed in terms of these presents.

**E. TRUSTEE'S REMUNERATION**

1. The Company shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration as more particularly mentioned in the offer letter dated July 2, 2025 or 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 rendering the services of Debenture Trustee.

The Company shall pay to the Debenture Trustee on the expiry of forty-five (45) days from the due date for payment, in addition to the stipulated Debenture Trustee Remuneration as detailed herein, penalty at the rate of 18% per annum, compounded on a monthly basis on the defaulted amounts, in the event of default in payment of said Debenture Trustee Remuneration pursuant to this Agreement, during the period of default.

2. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustees including all reasonable legal, travelling, conveyance and other costs, charges and expenses whatsoever incurred by them, their officers, employees or their agents in connection with execution of these presents including costs, charges, expenses of and incidental to the approval and execution of these presents and the Company hereby agrees to indemnify the Trustees against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by it in respect of any matter or thing done or omitted to be done without its wilful default in respect of or in relation to these presents.

**F. LISTING**

The Company proposes to list the NCDs on the BSE which shall be the Designated Stock Exchange for the proposed Issue.

**G. NOTICES**

Any notice or other communication required to be given to the Company or the Debenture Trustee shall be (a) in writing or electronic form and (b) sent by courier, registered post/under certificate of posting and/or hand delivery or by electronic mode, at the address, telex number or facsimile number or e-mail address, as set out hereunder, marked for the attention of the Person(s) or department specified therein or such other address as may be notified to the other parties by not less than fourteen (14) days prior written notice.

**For the Company**

**KOSAMATTAM FINANCE LIMITED**

Kosamattam City Centre,  
Floor Number 4th & 5th, T.B Road,  
Kottayam - 686001,  
Kerala, India

**Tel:** +91 481 258 6400

**Facsimile:** +91 481 258 6500

**Email:** cs@kosamattam.com

**Attention:** Company Secretary





**For the Debenture Trustee**

**VISTRA ITCL (INDIA) LIMITED**

505, A-2, The Capital,  
G Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400051,  
Maharashtra **Tel:** +91 22 2659 3535  
**Fax:** +91 22 2653 3297  
**Email:** itclcomplianceofficer@vistra.com  
**Kind Attention:** Jatin Chonani

All such notices and communications shall be effective (a) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number); (b) if sent by hand delivery, when delivered; (c) if sent by courier when deposited with courier, (d) if sent by registered letter, when delivered to the postal authorities, whether actually delivered or not and (e) if sent in electronic form i.e. through e-mail, when sent.

Provided however that any notice or communication to the Debenture Trustee shall be effective only on actual receipt by an officer of the Debenture Trustee for whose attention the notice or communication has been expressly marked.

**H. DISCLOSURE DOCUMENTS TO PREVAIL**

In the event of any repugnancy or inconsistency in this Agreement and the terms contained in the Disclosure Documents, the terms contained in Disclosure Documents shall prevail for all purposes and to all intents.

**I. DISPUTES AND GOVERNING LAW**

This Agreement shall be governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the non-exclusive jurisdiction of the courts at Mumbai.

**J. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.

**K. EFFECTIVE**

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 and the requisite formalities for satisfaction of charge in all respects, have been complied with.


In the event of any repugnancy or inconsistency in this Agreement and the terms contained in the Disclosure Documents, the terms contained in Disclosure Documents shall prevail for all purposes and to all intents.

The Debenture Trustee shall not assign or delegate any of their rights or obligations hereunder without the prior written consent of the Company; provided, however, that the Company may assign its rights under this Agreement without the consent of the Debenture Trustee.



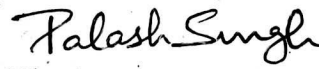
IN WITNESS, THEREOF the parties hereunto have set their hands on the hereinabove written.

For **Kosamattam Finance Ltd.**  
For and on behalf of KOSAMATTAM FINANCE LIMITED

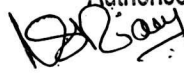
  
Authorized Signatory  
Authorised Signatory



For and on behalf of **Vistra ITCL (India) Limited**  
For Vistra ITCL (India) Limited.

  
Palash Singh  
Authorized Signatory  
Authorised Signatory

Witnessed By:

 (N.S. Ramakrishnan)

Witnessed By:

 [LEON THOMAS]

## ANNEXURE A

### List of information / documents to be provided by the Company, prior to entering into the Agreement

Sr. No.	Particular
1.	<p>Details of/ information in relation to the assets on which charge is proposed to be created including:</p> <ol style="list-style-type: none"> <li>Details of movable properties;</li> <li>Details of investments;</li> <li>Copies of the relevant agreements/ memorandum of understanding; and</li> <li>Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.</li> </ol>
2.	<p>For unencumbered assets, on which charge is proposed to be created:</p> <p>An undertaking that the assets on which charge is proposed to be created are free from any encumbrances.</p>
3.	<p>For encumbered assets, on which charge is proposed to be created, the following information/ consents along-with their validity as on date of their submission:</p> <ol style="list-style-type: none"> <li>Details of existing charge over the assets along with details of charge holders, their contact details including email ids;</li> <li>Value/ amount of the asset;</li> <li>Copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable;</li> <li>Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets</li> </ol> <p>or</p> <p>relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer Company to create further charge on the assets, along-with terms of such conditional consent/ permission, if any;</p> <ol style="list-style-type: none"> <li>Details of existing unsecured lenders, having negative lien, their contact details including email ids;</li> <li>Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders.</li> </ol>
4.	<p>In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:</p> <ol style="list-style-type: none"> <li>Details of guarantor and relationship of the guarantor with the Issuer;</li> <li>Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor;</li> <li>List of assets of the guarantor including undertakings/ consent/ NOC as point ii and iii above;</li> <li>Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created;</li> <li>Executed copies of previously entered agreements for providing guarantee to any other person, if any.</li> </ol>
5.	<p>In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:</p> <ol style="list-style-type: none"> <li>Details of guarantor viz. holding/ subsidiary/ associate company etc.;</li> <li>Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities;</li> <li>List of assets of the guarantor along-with undertakings/ consent/ NOC as per point ii and iii above;</li> <li>Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created;</li> </ol>



Sr. No.	Particular
	<ul style="list-style-type: none"> <li>e. Impact on the security in case of restructuring activity of the guarantor;</li> <li>f. Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor;</li> <li>g. Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer;</li> <li>h. Executed copies of previously entered agreements for providing guarantee to any other person, if any.</li> </ul>
6.	<p>In case securities (equity shares etc.) are being offered as security:</p> <p>A holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system.</p>
7.	Details of any other form of security being offered including debt service reserve account.
8.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.





**SCHEDULE II**  
**FEE LETTER**

*ENGAGEMENT LETTER APPENDED OVERLEAF*

