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AA 600619

THIS STAMP PAPER IS FORMING PART OF DEBENTURE TRUSTEE AGREEMENT EXECUTED BETWEEN KOSAMATTAM FINANCE LIMITED AND VARDHMAN TRUSTEESHIP PRIVATE LIMITED ON APRIL 21, 2025



No. 59697

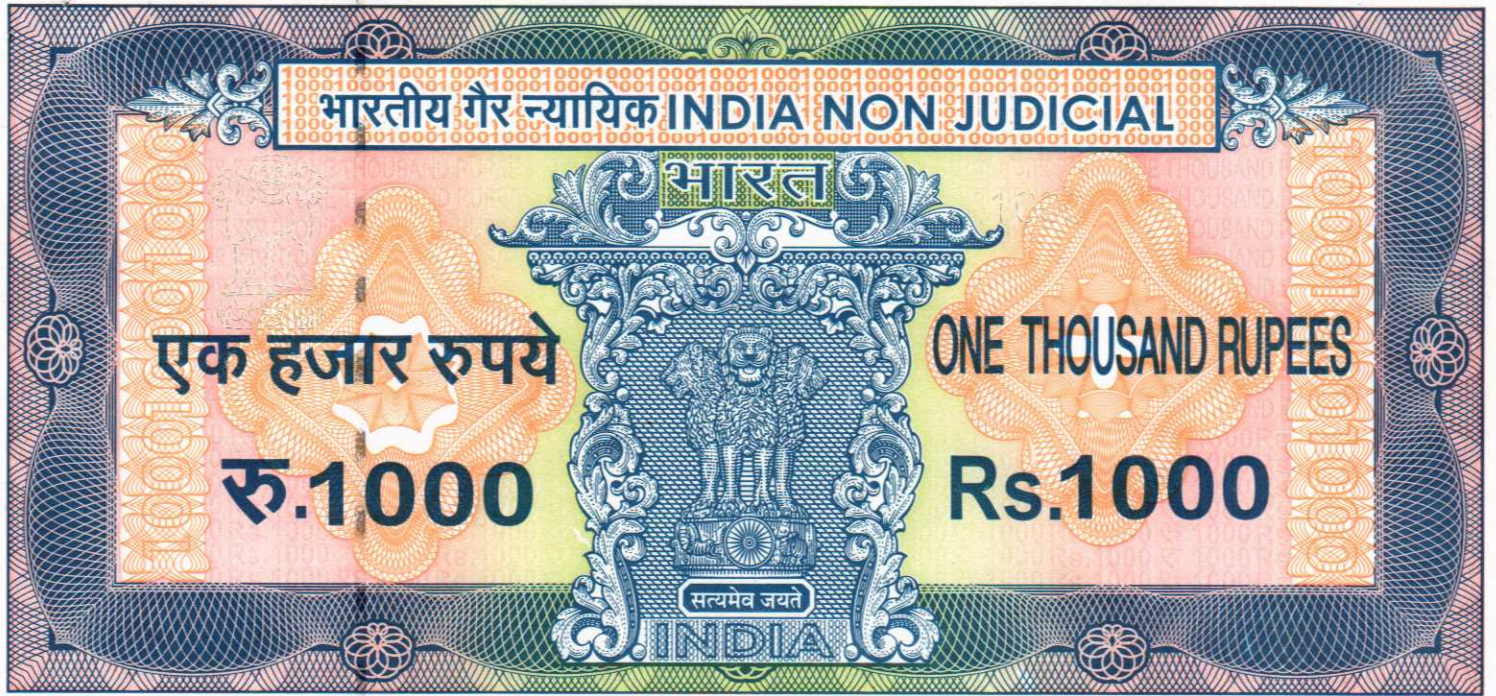
26-3-25

Kosamattam Finance Ltd.  
Kosamattam City Centre  
T.B. Road, Kottayam

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







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AA 600632

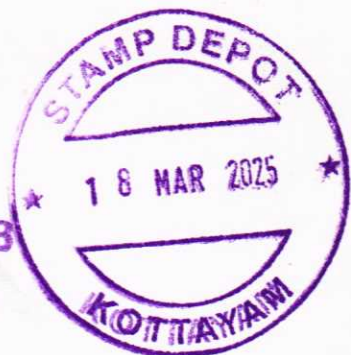
THIS STAMP PAPER IS FORMING PART OF DEBENTURE TRUSTEE AGREEMENT EXECUTED BETWEEN KOSAMATTAM FINANCE LIMITED AND VARDHMAN TRUSTEESHIP PRIVATE LIMITED ON APRIL 21, 2025



2059791  
27-3-25

KOSAMATTAM FINANCE LTD.  
KOSAMATTAM CITY CENTRE  
T.B. ROAD, KOTTAYAM  
KERALA - 686 001

SIVASANKARAN NAIR.B.  
STAMP VENDOR  
Lic. No. C1-0379/88  
KOTTAYAM - 686 002





## DEBENTURE TRUSTEE AGREEMENT

This **Debenture Trustee Agreement ("Agreement")** made in Kottayam on this 21<sup>st</sup> day of April, Two Thousand and Twenty-Five, between:

**KOSAMATTAM FINANCE LIMITED**, a company incorporated under the Companies Act, 1956 and registered as a non-banking financial company with the Reserve Bank of India, having its registered office at –Kosamattam City Centre, 4<sup>th</sup> and 5<sup>th</sup> Floor, T B Road, Kottayam 686001, (hereinafter called the "**Company**" / "**Issuer Company**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.

AND

**VARDHMAN TRUSTEESHIP PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 (1 of 2013) with CIN U65993WB2010PTC152401 and having its registered office at 3rd Floor, Room No. - 156, Lyons Range, Turner Morrison House, Kolkata — 700001 and having a branch office at The Capital, 412 A, A Wing, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051, and at Unit No 411, 4th Floor, Antriksh Bhavan, 22 K.G. Marg, New Delhi 110001 (hereinafter called the "**Trustee**" / "**Debenture Trustee**" which expression shall include its successors and assigns and the Trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

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

### WHEREAS:

- A. With a view to *inter alia* meeting capital requirements of the Company, for its general corporate purposes, for various financing activities of the Company, for retail finance and for onward lending, repayment/ refinancing of its financial indebtedness in the ordinary course of business and for its business operations including working capital requirements, the Company, proposes to issue up to 5,000 (Five Thousand) rated, listed, unsecured, redeemable, taxable, subordinated, non - convertible debentures having face value of Rs. 1,00,000/- (Rupees One Lakh only) each, of the aggregate nominal value of up to Rs. 50,00,00,000/- (Rupees Fifty Crores only), in a single series, (hereinafter referred to as the "**Debentures**") on private placement basis in accordance with the provisions of the Companies Act, 2013 and the regulations applicable to the issuance of debentures notified by Securities Exchange Board of India (SEBI) and the Reserve Bank of India (RBI), from time to time.
- B. The Company has *vide* the resolution of the Board of Directors passed at its meeting held on April 09, 2025, authorised the issuance of the Debentures. Accordingly, the Company pursuant to aforesaid resolutions and the shareholders resolution passed on March 09, 2023, under Section 180(1)(c) of the Companies Act 2013, proposes to issue and allot Debentures for cash at par on private placement basis in terms of the general information document / placement memorandum issued on December 04, 2024 ("**General Information Document**" / "**Placement Memorandum**") and a key information document to be issued on or about the date hereof ("**Key Information Document**").





- C. Pursuant to the Companies Act, 2013, including any statutory modification or reenactment or replacement thereof, for the time being in force ("**Companies Act**"), Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations ("**SEBI LODR Regulations**"), 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("**SEBI ILNCS Regulations**"), (the SEBI LODR Regulations and SEBI ILNCS Regulations shall hereinafter collectively be referred to as the "**SEBI Debt Listing Regulations**"), read with SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, as may be amended from time to time ("**SEBI ILNCS Master Circular**") and SEBI (Debenture Trustee) Regulation, 1993 as amended from time to time ("**SEBI DT Regulations**"), the Company is desirous of appointing the Debenture Trustee for the benefit of the holders of the Debentures (hereinafter referred to as the "**Debenture Holders**"). The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the SEBI DT Regulations. Accordingly, the Company has approached Vardhman Trusteeship Private Limited to act as the Debenture Trustee for the Debenture Holders and Vardhman Trusteeship Private Limited has consented to act as Debenture Trustee for the benefit of the Debenture Holders vide their letter dated April 21, 2025 bearing reference no. CL/MUM/25-26/DEB/9, 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. A copy of the said letter is annexed hereto as **Annexure 1**.
- D. The Company shall have the Debentures listed on the wholesale debt market segment and capital market segments of the BSE Limited ("**BSE**") in accordance with the SEBI Debt Listing Regulations read with the SEBI ILNCS Master Circular as soon as possible and in no event later than 3 (Three) Business Days from the bidding date of the Issue.
- E. 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. That the Company hereby appoints Vardhman Trusteeship Private Limited as the Debenture Trustee for the Debenture Holders of the Debentures aggregating up to Rs.50,00,00,000/- (Rupees Fifty Crores only) proposed to be issued by the Company and Vardhman Trusteeship Private Limited hereby agrees to act as Debenture Trustee for the Debenture Holders. The Debenture Trustee and the Company shall also enter into such other documents as may be required from time to time in relation to the Debentures. 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 the documents executed/to be executed in connection with Debentures including the General Information Document and the Key Information Document (hereinafter collectively referred to as the "**Transaction Documents**"). Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Company and shall at all times only act in accordance with the instruction of the Debenture Holders in accordance with the Transaction Documents.
2. The Debentures are to be unsecured.





3. The Company shall execute the Debenture Trust Deed in Form SH – 12 or as near thereto as possible in favour of the Debenture Trustee and shall consists of: (a) Part A – containing all the statutory/standard information pertaining to the Debentures; and (b) Part B – containing all the specific details in relation to the Debentures, before or simultaneous to the allotment of the Debentures, setting out thereby the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company and the Debenture Trustee. Where the Company fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, the SEBI Debt Listing Regulations, the Company shall also pay interest of at least 2% (Two Percent) per annum or such other rate, as specified by the SEBI to the Debenture Holders, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.
4. The Company shall comply with applicable provisions under applicable laws, regulations and guidelines including all amendments from time to time (“**Relevant Laws**”) in connection with the issuance, allotment, and ensuring continued compliance of the Debentures. Further the Company undertakes to comply with all regulations/provisions of Companies Act, 2013, the applicable SEBI regulations and, guidelines of other regulatory authorities in respect of allotment of Debentures.
5. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities. The Company hereby further declares and confirms that, as on the date of this Agreement, and the date of filing the General Information Document and the Key Information Document, it is an ‘eligible issuer’ in accordance with Regulation 5(1) of the SEBI ILNCS Regulations. The Company agrees and confirms that the purpose of the issue of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.
6. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration 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 this Agreement and all other documents executed/to be executed in connection with Debentures and such any other expenses like advertisement, notices, letters to Debenture holders etc. Additional professional fees/expenses would be attracted in case of default. The remuneration of the Debenture Trustee shall be as per the mandate/offer letter dated April 21,2025, bearing reference no. CL/MUM/25-26/DEB/9, as may be amended/modified from time to time.
7. The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in them by the Debenture Holders and shall further conduct itself and comply with the provisions of Applicable Laws and Regulations.
8. The Debenture Trustee shall act on the express instructions of the Debenture Holders holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the outstanding Debentures.
9. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the DT Regulations, this Agreement, the





General Information Document, the Key Information Document and all other Transaction Documents, with due care, diligence and loyalty.

10. The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the Relevant Laws on a regular basis, including without limitation the following documents, as may be applicable:
- a. Draft offer letter in relation to the issue of Debenture to facilitate the Debenture Trustee to review and provide comments, if any;
  - b. Memorandum of Association and Articles of Association of the Company;
  - c. The necessary corporate authorisations by way of board resolution and/or shareholder resolution necessary for the issue, allotment and the creation of security thereunder (where applicable);
  - d. Agreement with the registrar to issue;
  - e. Letters from credit rating agencies about ratings;
  - f. Proof of credit of the Debentures in favour of the Debenture holders/dispatch of Debenture certificates to the Debenture holder;
  - g. Depository details;
  - h. Copy of last 3 (Three) year's audited annual report;
  - i. Copy of the Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
  - j. Executed Debenture Trustee Agreement;
  - k. Debenture Trust Deed;
  - l. Certified true copy of the resolution(s) for allotment of Debentures;
  - m. Confirmation/proofs of payments made to the Debenture Holders on the dates as per the terms of the documents in connection with Debentures;
  - n. Statutory auditor's certificate for utilization of funds/issue proceeds;
  - o. Statutory auditor certificate, on a half yearly basis if applicable as per the SEBI DT Regulations;
  - p. Beneficiary position reports as provided by the registrar and transfer agent;
  - q. Due diligence certificate from legal counsel, if any;
  - r. Due diligence certificate from merchant banker, if any;
  - s. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
  - t. Periodical reports as required under the terms of the debenture trust deed (as applicable);
  - u. A copy of all information required to be provided by the Company under Applicable Law to any Governmental Authority and/or under the Listing Agreement to the BSE;
  - v. Listing and trading permission from BSE;
  - w. 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, if applicable;
  - x. Information to enable the Debenture Trustee to carry out the necessary due diligence and to ensure the implementation of the conditions regarding debenture redemption reserve and recovery expense fund, if applicable;
  - y. 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 of the Debentures; and





- z. Such other documents as may be reasonably required by the Debenture Trustee.

**11. Terms of carrying out due diligence**

- (a) For the purpose of carrying out the due diligence as required in terms of the relevant 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.
- (b) 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 relevant laws.
- (c) The Debenture Trustee shall have the power to either independently appoint, or direct the Company to (after consultation with the Debenture Trustee) 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 including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company. The fees for the aforesaid intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities shall be fixed only after obtaining the necessary prior consent of the Company.

12. The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all expenses and out-of-pocket costs incurred by the Debenture Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.

**13. 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 have been/will be made in the General Information Document and the Key Information 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 Debenture 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 (where applicable) and all third party security providers (where applicable), guarantors and other undertaking providers (where 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.

14. 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:

- (i) 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;
- (ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- (iii) 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.

15. **Communication**

- (a) Every notice, demand or communication to be given under this Agreement shall be in writing and shall be deemed to be duly served if sent by designated e-mail IDs of the respective Parties or facsimile transmission or registered post or delivered personally with acknowledgement due at the address mentioned herein below in this Agreement unless the same have been changed by the concerned Party by intimation to the other Parties.
- (b) In the case of notices to be issued by either the Company or the Debenture Trustee, the same shall be sent to the Debenture Holders with a copy to the other party as the case may be.

(c) The particulars of each Party for the purposes of serving notices shall be as follows:





- (i) Company: **KOSAMATTAM FINANCE LIMITED**  
Address: Kosamattam City Centre,  
Floor Number 4th & 5th, T.B Road,  
Kottayam - 686001,  
Kerala, India  
Attention: Company Secretary  
Tel. No: +91 481 258 6400  
E-mail: cs@kosamattam.com  
Fax: +91 481 258 6500
- (ii) Debenture Trustee: **VARDHMAN TRUSTEESHIP PRIVATE LIMITED**  
Address: The Capital, A Wing, 412 A, Bandra Kurla Complex, Bandra  
(East) Mumbai – 400 051  
Attention: Mr. Rushabh Desai  
Tel. No: +91 022 4264 8335  
Email: compliance@vardhmantrustee.com  
Fax: NA
- (d) All the notices and other communications required or permitted under this Agreement that are addressed as provided in this clause (a) if delivered personally, when delivered; (b) if delivered by fax transmission, when sent (on receipt of a confirmation to the correct fax number); (c) if sent by courier or registered post acknowledgement due, from the date of receipt of the courier or registered post ; and (d) if sent by electronic mail, forthwith in case no delivery failure is received. Any Party may from time to time change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the Party sought to be charged with the contents thereof.
16. 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.
17. The Company hereby agrees to ensure compliance with the Companies Act, the applicable SEBI Regulations, and the applicable guidelines issued by RBI or under applicable laws in respect of allotment of the Debentures under private placement.
18. The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.
19. This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Debenture Trustee shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.
20. The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.





21. If there is any inconsistency between this Agreement and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail over the provisions of this Agreement, to the extent of such inconsistency.
22. This Agreement shall be effective on and from the date first hereinabove written and shall be in force as per the terms of the documents executed in connection with Debentures.
23. 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, Maharashtra and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.





**THIS AGREEMENT** has been entered into on the date and place stated at the beginning of this AGREEMENT.

**SIGNED AND DELIVERED** by the within named

**KOSAMATTAM FINANCE LIMITED** in its capacity

as the Company by Mathew K. Cherian

as authorised signatory



**SIGNED AND DELIVERED** by the within named

**VARDHMAN TRUSTEESHIP PRIVATE**

**LIMITED** in its capacity as Debenture Trustee by the

hand of Bhupesh J. Suthar an authorized

official of the Vardhman Trusteeship Private Limited

Bhupesh



Witnessed by:

Sreenath P.

Witnessed by:

Leela k.s.



**ANNEXURE 1**  
**DEBENTURE TRUSTEE CONSENT LETTER**

Please refer next page







CL/MUM/25-26/DEB/9

Date: April 21, 2025

To,  
**KOSAMATTAM FINANCE LIMITED**  
 4th & 5th Floor, Kosamattam City Centre  
 TB Road Kottayam, Kerala - 686001

**Kind Attn: Mr. Mathew K Cherian**

Dear Sir,

**Consent to act as Debenture Trustee for Unsecured Rated Listed Non-Convertible Debentures ("NCDs" or "Debentures") amounting to INR. 50,00,00,000/- (Indian Rupees Fifty Crores only) (the "Issue") to be issued by Kosamattam Finance Limited.**

This is with reference to the discussions in respect of appointment of Vardhman TrusteeShip Private Limited to act as Debenture Trustee for Unsecured Rated Listed Non-Convertible Debentures ("NCDs" or "Debentures") amounting to INR. 50,00,00,000/- (Indian Rupees Fifty Crores only) (the "Issue") to be issued by Kosamattam Finance Limited.

In this connection, we are agreeable to act as Trustee on the following trusteeship remuneration:

Charge Heads	Terms
Acceptance Fees	Rs. 45,000/- plus applicable taxes (One Time payment payable upfront, non-refundable).
Service Charges	Rs.45,000/- plus applicable taxes. First such payment would become payable on the date of execution (DOE) for the pro-rata period from DOE till March 31, 2026; thereafter Service Charges are payable on an annual basis in advance on 1st April every year till the redemption and satisfaction of charges in full.
Other Expenses	All out of pocket expenses including but not limited to documentation expenses, travelling expenses, legal counsel fees, inspection charges, audit expenses, NSDL charges, Corporate Action Charges, NSDL Annual Maintenance Charges, LEI Charges etc. will be borne by you and reimbursed to us within a period of 30 days from the billing date, further a charge of Rs. 500/- per month shall be levied for storing transaction / title documents.
Validity	This consent is valid for a period of 3 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.

Yours faithfully,

For Vardhman TrusteeShip Private Limited

Authorized Signatory



We accept the above terms  
 For Kosamattam Finance Limited

Authorized Signatory



As per recent Goods and Service Tax guidelines, VTPL would be required to pay the applicable Goods and Service Tax on the amounts / charges payable to us as indicated above. Please note that the company will 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.





### OTHER TERMS AND CONDITIONS

1. The above fee is exclusive of all applicable taxes viz., service tax, education cesses, similar taxes, CERSAI registration charges, legal audit expenses, which shall be Chargeable separately, as applicable.
2. In the event the Investors declare an event of default and instruct us to initiate, commence or assist in any enforcement proceedings/action on their behalf, then
  - a. additional fees, as may be determined at our sole discretion shall be chargeable for such enforcement services; and
  - b. enforcement/ litigation/ recovery costs shall also be chargeable, which shall be payable in advance by the enforcement indenting party(ies). This clause shall be considered to form an integral part of the finance and security documents/transaction documents executed in connection with the facility by the lenders/investor.
3. The Initial Fee shall be non-refundable, paid in advance, and shall not be subject to execution of finance and security documents/transaction documents or completion of the transaction.
4. The Annual Fee may be revised on mutually agreed rates with the Company, from time to time.
5. The Initial Fee and the Annual Fee shall be non-refundable and is exclusive of any amount that may be payable/ reimbursed as per the provisions of the finance and security documents/ transaction documents or any other claims against the Company.
6. We are MSME registered as Micro Enterprise with UDYAM registration number UDYAM-MH-18-0280290 dated October 19, 2023.
7. Please note that in absence of written instruction for raising of invoices on a specific address, we shall be issuing all our invoices on the address of the offer letter and VTPL shall not be liable or responsible for any additional tax levies or claims arising on account of change of billing address.
8. This letter may be amended, revised or modified by agreement in writing by the parties hereto.
9. The liability of Vardhman, its officers, employee, directors, agents as a service provider shall be limited to the extent of fee charged in this offer letter.
10. This offer letter shall form an integral part of finance and transaction documents and the term and conditions hereunder shall be construed as a part of transaction documents to be executed and in case of any conflict of terms or conditions, the terms and conditions of this offer letter shall prevail.

For Vardhman TrusteeShip Private Limited

Authorized Signatory



We accept the above terms  
For Kosamattam Finance Limited

Authorized Signatory





CL/MUM/25-26/DEB/9

Date: April 21, 2025

To,  
**KOSAMATTAM FINANCE LIMITED**  
 4th & 5th Floor, Kosamattam City Centre  
 TB Road Kottayam, Kerala – 686001

**Kind Attn: Mr. Mathew K Cherian**

Dear Ma'am,

**Consent to act as Debenture Trustee for Unsecured Rated Listed Non-Convertible Debentures ("NCDs" or "Debentures") amounting to INR. 50,00,00,000/- (Indian Rupees Fifty Crores only) (the "Issue") to be issued by Kosamattam Finance Limited.**

We, the undersigned, hereby consent to be named as the Debenture Trustee to the Issue and to our name being inserted as the Debenture Trustee to the Issue in the Information Memorandum/disclosure document/listing application or any other document to be filed with the BSE/NSE Limited ("Stock Exchange") or any other authority as required. The following details with respect to us may be disclosed:

Name	Vardhman Trusteeship Private Limited
Address	The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051
Tel	22 4264 8335/ 22 4014 0832
Email	corporate@vardhmantrustee.com
Website	https://vardhmantrustee.com
Contact Person	Rushabh Desai
SEBI Registration No	IND000000611
CIN	U65993WB2010PTC152401
Logo	 <b>VARDHMAN</b> TRUSTEESHIP PVT LTD Nurturing & Protecting Your Trust

We confirm that we are registered with the SEBI and that such registration is valid as on the date of this letter. We enclose a copy of our registration certificate enclosed herein as Annexure A and declaration regarding our registration with SEBI as Annexure B. We also confirm that we have not been prohibited by SEBI to act as an intermediary in capital market

Yours faithfully,

**For Vardhman Trusteeship Private Limited**

Authorized Signatory





डिबेंचर न्यासी

प्रारूप 8  
FORM-B

DEBENTURE TRUSTEE

भारतीय प्रतिभूति और विनियम बोर्ड  
SECURITIES AND EXCHANGE BOARD OF INDIA

(डिबेंचर न्यासी) विनियम, 1993  
(DEBENTURE TRUSTEE) REGULATIONS, 1993

000274

(विनियम 8)  
(Regulation 8)

रजिस्ट्रीकरण प्रमाणपत्र  
CERTIFICATE OF REGISTRATION

- 1) बोर्ड, भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992 के अधीन डिबेंचर न्यासी के लिए बनाए गए नियमों और विनियमों के साथ पठित उन अधिनियम की धारा-12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,  
1) In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the debenture trustee the Board hereby grants a certificate of registration to

**VARDHMAN TRUSTEESHIP PRIVATE LIMITED**  
Unit No. 15, Turner Morrison Building  
6 Lyons Range  
KOLKATA  
700001  
WEST BENGAL  
INDIA

को नियमों में, शर्तों के अधीन रहते हुए और विनियमों के अनुसार डिबेंचर न्यासी के रूप में रजिस्ट्रीकरण का प्रमाणपत्र इसके द्वारा प्रदान करता है।  
as a debenture trustee subject to the conditions in the rules and in accordance with the regulations.

2) डिबेंचर न्यासी के लिए रजिस्ट्रीकरण कूट

है।

2) Registration Code for the debenture trustee is

IND000000611

3) जब तक नवीकृत न किया जाए, रजिस्ट्रीकरण का प्रमाणपत्र

से

तक विधिमान्य है।

3) Unless renewed, the certificate of registration is valid from

to

This certificate of Registration shall be valid from 15/12/2020 to null,  
unless Suspended or cancelled by the Board

*Aradhana*



आदेश से  
भारतीय प्रतिभूति और विनियम बोर्ड  
के लिए और उसकी ओर से  
By order  
For and on behalf of  
Securities and Exchange Board of India

*Aradhana Verma*

**ARADHANA VERMA**  
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place : Mumbai

तारीख Date : May 20, 2021





### Annexure B

We hereby confirm that as on date the following details in relation to our registration with the Securities and Exchange Board of India as a Debenture Trustee is true and correct:

1	Registration Number	IND000000611
2	Date of registration/ Renewal of registration	15/12/2020
3	Date of expiry of registration	Null, unless suspended or cancelled by SEBI
4	If applied for renewal, date of application	N/A
5	Any communication from SEBI prohibiting the entity from acting as an intermediary	No
6	Any enquiry/ investigation being conducted by SEBI	No
7	Details of any penalty imposed by SEBI	No



**Registered Office** Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.

**Corporate Office** The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.

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Mumbai



Bengaluru



Kolkata



New Delhi