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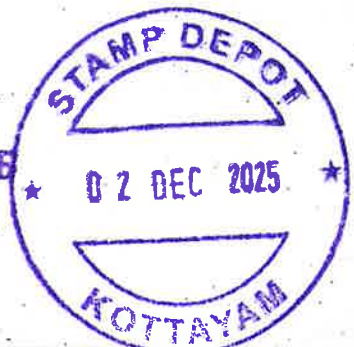
This stamp paper forms an integral part of the debenture trustee agreement dated January 13, 2026 executed between Kosamattam Finance Limited and Vistra ITCL (India) Limited (as the debenture trustee).



NO-2321
18-12-25

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

SIVASANKARAN NAIR.B
STAMP VENDOR
Lic. No. C1-63,6/88
KOTTAYAM - 686 002





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DEBENTURE TRUSTEE AGREEMENT

JANUARY 13, 2026

BETWEEN

KOSAMATTAM FINANCE LIMITED
(as the **Company**)

AND

VISTRA ITCL (INDIA) LIMITED
(as the **Debenture Trustee**)



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DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("**Agreement**") is made at Kottayam, Kerala, India on January 13, 2026 ("**Effective Date**") between:

- (1) **KOSAMATTAM FINANCE LIMITED**, a company incorporated under the Companies Act, 1956 with Corporate Identification Number ("**CIN**") U65929KL1987PLC004729 and registered with the Reserve Bank of India as a non-banking financial company, having its registered office at Kosamattam City Centre, Floor Number 4th & 5th, T.B Road, Kottayam, Kerala - 686001, India (hereinafter referred to as the "**Company**", which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit);

AND

- (2) **VISTRA ITCL (INDIA) LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing company under Company Act, 2013, with CIN U66020MH1995PLC095507, having its registered office at The Qube, 2nd floor, A wing, 202, Hasan Pada Road, Mittal Industrial Estate, Marol, Andheri (East), Mumbai, Marol Naka, Mumbai, Mumbai, Maharashtra - 400059, India (hereinafter referred to as the "**Debenture Trustee**", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit).

(The Company and the Debenture Trustee are hereinafter collectively referred to as the "**Parties**", and individually as a "**Party**".)

BACKGROUND:

- (A) Pursuant to the authority granted by the shareholders resolutions, each dated March 9, 2023, under Section 180(1)(c) and Section 180(1)(a) of the Companies Act (as defined below), and the resolution dated January 13, 2026 of the board of directors of the Company, the Company proposes to issue 25,000 (twenty five thousand) senior, secured, rated, listed, redeemable, transferable, taxable, non-convertible debentures denominated in Indian Rupees ("**INR**"), having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crore) ("**Debentures**"), for cash at par on a private placement basis, in dematerialised form to certain identified investors ("**Issue**").
- (B) The Debentures (as defined below) are proposed to be issued on a private placement basis in accordance with the provisions of the Companies Act, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified, supplemented or restated from time to time, "**Debenture Trustees Regulations**" or "**SEBI Debenture Trustees Regulations**"), the Debt Listing Regulations (as defined below), and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended, modified, supplemented or restated from time to time, "**SEBI LODR Regulations**" or "**LODR Regulations**"), each as amended from time to time.



- (C) Pursuant to the Debt Listing Regulations, the Companies Act and the bye-laws of BSE Limited ("BSE"), the Company is required to appoint a debenture trustee for the benefit of the debenture holders and the debenture trustee shall act in accordance with the provisions of the Debenture Trustees Regulations. Accordingly, the Company has approached Vistra ITCL (India) Limited to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("Debenture Holders") and Vistra ITCL (India) Limited has agreed to act as the debenture trustee for the benefit of the Debenture Holders on the terms and conditions agreed upon and set out hereinafter. The Debenture Trustee is registered with the Securities and Exchange Board of India ("SEBI") as a debenture trustee under the Debenture Trustees Regulations.
- (D) The Company has submitted/proposes to submit a list of documents/details required to be submitted to BSE in accordance with the Debt Listing Regulations for the purpose of listing of the Debentures on the wholesale debt market segment of the BSE.
- (E) The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee and the terms and conditions of the Debentures and the security and Guarantee to be provided shall be more specifically set out in the debenture trust deed ("DTD") to be entered into by the Company and the Debenture Trustee and the Debt Disclosure Documents (as defined below) to be issued by the Company and circulated to potential investors.
- (F) The Company shall comply with the provisions of SEBI Debenture Trustees Regulations, SEBI Debt Listing Regulations, the SEBI circulars, including the SEBI Debenture Trustee Master Circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on "Master Circular for Debenture Trustees", as amended, modified, supplemented, or restated from time to time, and the Listed NCDs Master Circular bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", as amended, modified, supplemented, or restated from time to time, the Companies Act, 2013, the rules thereunder and other applicable provisions under Applicable Laws, regulations and guidelines in connection with the issuance of Debentures.
- (G) The Parties have agreed to enter into this debenture trustee agreement to record the terms of appointment of the Debenture Trustee, and the Company's undertaking to comply with all regulations/provisions of Companies Act, 2013, along with any guidelines of other regulatory authorities in respect of allotment of debentures until the Final Settlement Date.

OPERATIVE TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used herein and not otherwise defined shall (subject to Clause 1.3 (*Conflicts*)) have the meanings given to them in the DTD and/or the Debt Disclosure Documents. In this Agreement, the following terms have the following meanings:

- (1) "Act" or "Companies Act" means the Companies Act, 2013, and shall include any re-enactment, amendment, or modification of the Companies Act, 2013, as in effect from time to time.



- (2) "**BSE**" has the meaning given to it in Recital C above.
- (3) "**CERSAI**" means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
- (4) "**Conditions Precedent**" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (5) "**Conditions Subsequent**" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (6) "**Debenture Holders**" has the meaning given to it in Recital C above.
- (7) "**Debenture Trustees Regulations**" or "**SEBI Debenture Trustees Regulations**" has the meaning given to it in Recital B above.
- (8) "**Debentures**" has the meaning given to it in Recital A above.
- (9) "**Debt Disclosure Documents**" means, collectively, the PPOA, the General Information Document and the Key Information Document, and "**Debt Disclosure Document**" means any one of them.
- (10) "**Debt Listing Regulations**" or "**SEBI Debt Listing Regulations**" means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
- (11) "**Deed of Hypothecation**" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (12) "**Deemed Date of Allotment**" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (13) "**Depositories**" means the depositories with which the Company has made arrangements for dematerialising the Debentures, being National Securities Depository Limited and Central Depository Services (India) Limited, and "**Depository**" shall mean any one of them.
- (14) "**DTD**" has the meaning given to it in Recital E above.
- (15) "**Final Settlement Date**" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (16) "**Financial Year**" means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
- (17) "**General Information Document**" or "**GID**" means the general information document dated December 1, 2025 issued by the Company for subscription to non-convertible securities to be issued by the Company (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
- (18) "**INR**" has the meaning given to it in Recital A above.



- (19) **"Key Information Document"** or **"KID"** means the key information document dated on or about the date of this Agreement issued/to be issued by the Company for subscription to the Debentures on a private placement basis in accordance with the Debt Listing Regulations.
- (20) **"Listed NCDs Master Circular"** means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 on *"Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper"*, as amended, modified, supplemented or restated from time to time.
- (21) **"Personal Guarantee"** or **"Guarantee"** has the meaning given to it in the DTD and/or the Debt Disclosure Documents
- (22) **"PPOA"** means the private placement offer and application letter dated on or about the date of this Agreement issued/to be issued by the Company for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act read with the Companies (Prospectus and Allotment of Securities) Rules 2014.
- (23) **"Quarterly Date"** means each of March 31, June 30, September 30 and December 31 of a calendar year, and **"Quarterly Dates"** shall be construed accordingly.
- (24) **"Recovery Expense Fund"** means the recovery expense fund established/to be established and maintained by the Company in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
- (25) **"SEBI"** has the meaning given to it in Recital C above.
- (26) **"SEBI Debenture Trustees Master Circular"** means the master circular issued by the SEBI bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025 on *"Master Circular for Debenture Trustees"*, as amended, modified, supplemented, or restated from time to time.
- (27) **"SEBI EBP Requirements"** means the requirements with respect to the electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, each as amended, modified, supplemented, or restated from time to time.
- (28) **"SEBI Listed Debentures Circulars"** means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circular (to the extent applicable).
- (29) **"SEBI Listing Timelines Requirements"** means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private*



placement basis) of the Listed NCDs Master Circular read with, to the extent applicable, the SEBI EBP Requirements.

- (30) "SEBI LODR Master Circular" means the master circular issued by SEBI bearing reference number SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 on "Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities", as amended, modified, supplemented, or restated from time to time.
- (31) "SEBI LODR Regulations" or "LODR Regulations" has the meaning given to it in Recital B above.
- (32) "Transaction Documents" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.
- (33) "Transaction Security" has the meaning given to it in the DTD and/or the Debt Disclosure Documents.

1.2 Interpretation

Clause 1.2 (*Interpretation*) of the DTD is deemed to be incorporated in this Agreement *mutatis mutandis* as if expressly set out herein.

1.3 Conflicts

Clause 1.3 (*Conflicts*) of the DTD is deemed to be incorporated in this Agreement *mutatis mutandis* as if expressly set out herein.

2. APPOINTMENT OF DEBENTURE TRUSTEE AND TRUSTEESHIP FEES

- 2.1 The Company hereby appoints Vistra ITCL (India) Limited as the debenture trustee on behalf of and for the benefit of the Debenture Holders in respect of the Debentures to be issued by the Company and the Debenture Trustee agrees to act as the debenture trustee for the benefit of the Debenture Holders and to hold, on behalf of and for the benefit of the Debenture Holders, any security and/or guarantee created in respect of the Debentures.
- 2.2 The Company shall pay to the Debenture Trustee, so long as it holds the office of the debenture trustee, remuneration for its services in accordance with the fee letter dated January 13, 2026, in addition to all legal, traveling and other costs, charges and expenses (with prior intimation to the Company) which the Debenture Trustee or its officers, employees or agents may incur in relation to execution of the DTD and all other Transaction Documents. The Company will pay interest on the arrears and/or delayed payments of the abovementioned amounts at the relevant rate prescribed in accordance with the Micro, Small and Medium Enterprises Development Act, 2006, calculated from the date on which any amount is payable until the day such amounts are actually paid by the Company.
- 2.3 The Company shall comply with and furnish such information on a regular basis until the Final Settlement Date, as is required under the provisions of the Companies Act, the Debenture Trustees Regulations, the Debt Listing Regulations, the SEBI Listed Debentures Circulars, Chapter I (*Uniform Listing Agreement*) of the SEBI LODR Master Circular read with the SEBI LODR Regulations, and other Applicable Law. The Company's undertakes to comply with all



regulations/provisions of Companies Act, 2013, along with any guidelines of other regulatory authorities in respect of allotment of debentures until the Final Settlement Date.

2.4 The Company shall, within the time period prescribed by the Debenture Trustee/Debenture Holders, and in any event prior to the filing of the listing application and within the time period prescribed under the Companies Act, 2013 and other Applicable Law:

- (a) execute the DTD, setting out therein, the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company and the Debenture Trustee and the terms of the security interest created/to be created to secure the Debentures;
- (b) execute the Deed of Hypothecation and secure the Debentures in accordance with the Deed of Hypothecation and the timelines prescribed therein and the DTD; and
- (c) ensure and procure that the Personal Guarantees are provided by the Guarantors in favour of the Debenture Trustee on or prior to the Deemed Date of Allotment, in a form and manner satisfactory to the Debenture Trustee.

2.5 **Filings**

- (a) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the jurisdictional registrar of companies, the SEBI and the BSE and obtain all consents and approvals required for the completion of the Issue.
- (b) The Debenture Trustee shall make the required filings to the CERSAI within the time period prescribed under Applicable Law. The Company will provide all information and assistance that the Debenture Trustee may require in relation to any filings to be made with the CERSAI to enable the Debenture Trustee to make the required filings to the CERSAI within the time period prescribed under Applicable Law.

2.6 This Agreement is entered into in compliance with the provisions of the Companies Act, the Debenture Trustees Regulations, the Debt Listing Regulations, Chapter I (*Uniform Listing Agreement*) of the SEBI LODR Master Circular read with the SEBI LODR Regulations, the SEBI Listed Debentures Circulars, and any other Applicable Law.

2.7 The Debenture Trustee confirms that it is eligible to act as a debenture trustee for the issuance of the Debentures in terms of Regulation 13 and Regulation 13A of the SEBI Debenture Trustees Regulations and the Debenture Trustee also confirms and declares that it has not lent or is not proposing to lend money to the Issuer. Further, the Debenture Trustee undertakes that it shall perform its functions as the debenture trustee in accordance with the SEBI Debenture Trustees Regulations and other Applicable Law.

2.8 The Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular.

2.9 The Debenture Trustee "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor as to the amounts invested by the Debenture Holders for the subscription of the Debentures.



- 2.10 All other rights and obligations of the Debenture Trustee including the terms of appointment of the Debenture Trustee shall be as set out in the DTD.

3. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

3.1 Conditions Precedent

The subscription to each of the Debentures by the Debenture Holders/Applicants on the Deemed Date of Allotment is subject to and conditional upon the fulfilment of the Conditions Precedent to the satisfaction of the relevant Debenture Holders/Applicants unless specifically waived or modified in writing.

3.2 Conditions Subsequent

The Company further undertakes to fulfil the Conditions Subsequent to the satisfaction of the Debenture Holders within the timelines prescribed therein.

4. CERTAIN COVENANTS, UNDERTAKINGS AND CONFIRMATIONS OF THE COMPANY

4.1 Listing

- (a) The Company shall submit all duly completed documents to the BSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures as soon as possible and in any event within the timelines prescribed under the SEBI Listing Timelines Requirements ("Listing Period").
- (b) The Company shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.
- (c) The Company shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date.
- (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.

4.2 Monitoring

The Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Company undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

- (a) an asset cover/security cover certificate on a quarterly basis, within (i) 60 (sixty) days



from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Debenture Trustees Master Circular;

- (b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within (i) 60 (sixty) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;
- (c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within (i) 60 (sixty) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;
- (d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 60 (sixty) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law;
- (e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 60 (sixty) days from the end of each Financial Year or such other timelines as may be prescribed under Applicable Law; and
- (f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 60 (sixty) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

4.3 Recovery Expense Fund

- (a) The Company hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- (b) The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (c) The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force



and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.

- (d) On the occurrence of any Event of Default, the Debenture Trustee may get reimbursed from the Recovery Expense Fund for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the Event of Default.
- (e) In case the utilization of the Recovery Expense Fund is for purposes explicitly specified under sub-Paragraph (d) above, prior approval from the Debenture Holders to use the Recovery Expense Fund shall not be required. The Debenture Trustee shall intimate Debenture Holders through e-mail and upload on its website regarding the reimbursement from Recovery Expense Fund. In case the utilization of the Recovery Expense Fund is for purposes other than explicitly mentioned in sub-Paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the above to the designated stock exchange.
- (f) The Debenture Trustee shall inform the designated stock exchange to release the amount from the Recovery Expense Fund and submit an independent auditor's certificate regarding the expenses incurred to the stock exchange, which shall be verified by the stock exchange before release of the amount from the Recovery Expense Fund to the Debenture Trustee.
- (g) The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund. The Debenture Trustee shall on an annual basis update the Debenture Holders regarding the utilization of funds from the Recovery Expense Fund.
- (h) The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
- (i) The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

4.4 Requirements under the SEBI LODR Regulations

The Company agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

4.5 Due Diligence

- (a) The Company acknowledges, understands, and confirms that:



- (i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, the SEBI LODR Regulations, the Debt Listing Regulations, the SEBI Listed Debentures Circulars, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
 - (ii) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars and other applicable regulations issued by the SEBI, 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;
 - (iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the DTD) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request;
 - (iv) the Company shall provide all assistance to the Debenture Trustee to enable verification from the registrar of companies, sub-registrar of assurances (as applicable), the 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;
 - (v) 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; and
 - (vi) without prejudice to the above, 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 Applicable Law.
- (b) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/charge is created (if any),



which shall, *inter alia*, include:

- (i) periodical status/performance reports from the Company within 7 (seven) days of the relevant board meeting of the Company or within 45 (forty five) days of the respective quarter, whichever is earlier;
 - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
 - (iv) details with respect to the assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - (v) reports on the utilization of funds raised by the issue of Debentures;
 - (vi) details with respect to conversion or redemption of the Debentures;
 - (vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;
 - (viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - (ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - (x) (to the extent applicable) certificate from the statutory auditors of the Company (A) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (B) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - (xi) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (c) Without prejudice to any other provision of this Agreement and the other Transaction Documents, the Company shall:
- (i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
 - (ii) to the extent applicable, submit a certificate from the statutory auditor on a



half-yearly basis, regarding the maintenance of security cover in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents in the manner as may be specified by SEBI from time to time;

- (iii) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE TO THE DEBENTURE HOLDERS
Security cover certificate	Quarterly basis within 60 days from end of each quarter except last quarter when submission is to be made within 75 days.	Quarterly basis within (A) 60 (sixty) days from each Quarter Date (other than March 31 of the relevant calendar year), and (B) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 days from end of each quarter except last quarter when submission is to be made within 75 days.	Quarterly basis within (A) 60 (sixty) days from each Quarter Date (other than March 31 of the relevant calendar year), and (B) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 days from end of each quarter except last quarter when submission is to be made within 75 days.	Quarterly basis within (A) 60 (sixty) days from each Quarter Date (other than March 31 of the relevant calendar year), and (B) 75 (seventy five) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 days from end of each half-year.	Half yearly basis within 60 (sixty) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 days from end of each financial year.	Annual basis within 60 (sixty) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.



REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE TO THE DEBENTURE HOLDERS
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Once in three years within 60 days from the end of the financial year.	Once in 3 (three) years, within 60 (sixty) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

- (iv) comply with all requirements under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

4.6 Nominee Director

- (a) The Debenture Trustee shall have a right to appoint a nominee director, in accordance with the Debenture Trustees Regulations, on the board of directors of the Company (hereinafter referred to as the "**Nominee Director**") upon the occurrence of any of the following:
- (i) 2 (two) consecutive defaults in the payment of interest to the Debenture Holders; or
 - (ii) any default in creation of security for the Debentures; and/or
 - (iii) any default on the part of the Company in redemption of the Debentures.
- (b) The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.
- (c) The Company shall appoint the Nominee Director forthwith, and in any event within 1 (one) calendar month from the date of receipt of a nomination notice from the Debenture Trustee, and in case within the time period prescribed in the Debt Listing Regulations and Applicable Law.
- (d) If so required, the Company shall take all steps necessary to amend its Articles of Association, if necessary to give effect to this Clause 4.6, within the time period prescribed in the Debt Listing Regulations and Applicable Law.

4.7 Forensic Audit

In case of initiation of forensic audit (by whatever name called) in respect of the Company, the Company shall provide following information and make requisite disclosures to the stock exchanges:

- (a) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and



- (b) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management of the Company, if any.

4.8 Others

- (a) The Company shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars and applicable regulations issued by the SEBI in letter and spirit.
- (b) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.
- (c) To the extent required/applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).
- (d) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- (e) The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the Transaction Documents.

4.9 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 Debt Disclosure Documents. Further, the Company undertakes to ensure that:
- (i) information on consents/permissions required for creation of further charge on assets is adequately disclosed in Debt Disclosure Documents;
- (ii) all disclosures made/to be made in the Debt Disclosure Documents with respect to creation of security are in confirmation with the provisions 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 Debt Disclosure Documents; and
- (iv) all terms and conditions of this Agreement, including fees charged by the



Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Debt Disclosure Documents.

- (c) The Company undertakes and acknowledges that the Debenture Trustee and any other authorised 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, any information including the credit history, 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.

5. MISCELLANEOUS

5.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India.

5.2 Jurisdiction

The Parties agree that the:

- (a) subject to sub-Clause (c) below, the courts and tribunals at Mumbai, India have jurisdiction to settle all disputes which may arise out of or in connection with this Agreement ("Dispute"). Accordingly, any suit, action or proceedings relating to any Dispute (the "Proceedings") arising out of or in connection with this Agreement may be brought in the courts and tribunals of Mumbai, India and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals;
- (b) a judgment in any Proceedings brought in the courts and tribunals at Mumbai, India shall be conclusive and binding upon it 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 Applicable Law. In this regard, the Parties irrevocably waive 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
- (c) the Debenture Trustee may take the Proceedings in any other court or tribunal of competent jurisdiction. The taking of the Proceedings in one or more jurisdictions does not preclude the taking of the Proceedings in any other jurisdiction whether concurrently or not. In this regard, the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and 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.

The Company further agrees not to claim, and to hereby irrevocably waive any claim of, immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process for itself or its assets, to the extent that it may in any jurisdiction be entitled to claim such immunity or to the extent such immunity may be attributed to itself or its assets.

5.3 Amendments

This Agreement may be modified or amended with the written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) by way of an instrument in writing executed by the Company and the Debenture Trustee.

5.4 Effectiveness

This Agreement shall be effective on and from the Effective Date and shall be in force until the Final Settlement Date.

5.5 Counterparts

- (a) This Agreement may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument.
- (b) If the Parties elect to execute this Agreement in counterparts:
 - (i) the executed signature pages of each Party may be collated into a single copy of this Agreement;
 - (ii) the Company will transmit the signed signature page(s) to the Debenture Trustee, and the Debenture Trustee is hereby authorised by the Company to collate and attach them into a single copy of this Agreement; and
 - (iii) the execution in accordance with this sub-Clause (b) will have the same effect as if this Agreement had been executed by the Parties in a single copy of this Agreement.

[Intentionally left blank]



SIGNATURE PAGE

IN WITNESS WHEREOF the Company and the Debenture Trustee have caused this debenture trustee agreement to be executed by their respective authorised officers on the Effective Date as follows:

SIGNED AND DELIVERED BY
KOSAMATTAM FINANCE LIMITED the
 within named **Company**
 by its duly authorised officer

JAYAPRAKESAN.K.

For Kosamattam Finance Ltd.

Authorized Signatory



① Leon Thomas *Leon*


② Sandeepa'h


SIGNED AND DELIVERED BY
VISTRA ITCL (INDIA) LIMITED
the within named **Debenture Trustee**
by its duly authorised officer

)
)
)
)
)
)
)
)

For Vistra ITCL (India) Limited.

Authorised Signatory

1) Vasun R Malode 

2) PRADIP NAYAK 

13th January, 2026

Kosamattam Finance Limited
Kosamattam MKC Buildings,
Market Junction, M L Road,
Kottayam – 686001
Kerala, India.

Kind Attention: Mr. Mathew K. Cherian, Managing Director

Re: Offer Letter for the appointment of Debenture Trustee for the proposed issue of Listed Secured NCD's aggregating upto ₹ 250 Crores on private placement basis

Dear Sir,

This is with reference to the captioned subject. **Vistra ITCL (India) Limited** is in principle agreeable to act as a Debenture Trustee for the captioned transaction.

In the context, please find enclosed herewith the following:

- (1) Terms of Engagement of VISTRA ITCL – **Annexure I**
- (2) Brief understanding of the transaction – **Annexure II**
- (3) Other Terms and Conditions – **Annexure III**
- (4) Requirements prior to execution of documents – **Annexure IV**

Kindly acknowledge and return a duplicate copy of this letter by fax / courier as a token of your acceptance of the terms. Should you require any clarifications please do not hesitate to contact the undersigned.

We look forward to working with your organization and building a long standing, mutually beneficial relationship

Yours sincerely,

For Vistra ITCL (India) Limited



Palash Singh
Authorized Signatory

Accepted
For Kosamattam Finance Limited



Authorized Signatory

Registered office:

The Qube, 2nd Floor, A Wing, 202, Hasan Pada
Road, Mittal Industrial Estate,
Marol, Andheri (East), Mumbai – 400059,
Maharashtra, India.

Tel +91 22 2659 3535
Fax: +912226533297
Email: mumbai@vistra.com
www.vistraitcl.com

Vistra ITCL (India) Limited

Corporate Identity Number (CIN): U66020MH1995PLC095507

Annexure I

Terms of Engagement of Vistra ITCL (India) Limited (VISTRA ITCL)

“Trustee Remuneration”

As a Debenture Trustee:

1. Acceptance Fee: Onetime fee of **INR 70,000/-** payable on acceptance of the offer.
2. Review Fee: Onetime fee of Rs. NIL/- payable on delivery of the first draft of the documents reviewed listed in Annexure II:
3. Annual Fee: **INR 80,000/-** payable annually in advance starting from the date of execution of the Debenture trustee appointment agreement till the Debentures under the Trust Deed are fully repaid & forms for release of charge for the relevant issuances covered by the trust deeds are filed.
4. Additional Fee *(if applicable): In the event of default or in case of enforcement of security, a minimum fee of Rs. 5 Lakhs shall be payable in advance by the Lender/Investor towards assistance in initiation of any proceedings.

*In case VISTRA ITCL is appointed for carrying out full enforcement process/default management, the fee shall be decided based on scope of work envisaged at the time of enforcement / default

The fees agreed herein above shall be valid for the transaction documents to be executed within a period of 3 months from the date of acceptance of this offer letter. Fees as regards any work whether or not part of scope of services, beyond the time period of 3 months shall be mutually agreed.

The acceptance fee as above is to be paid in advance on acceptance of this offer letter. The Review fees would be due and payable at the time of circulation of first draft of the documents reviewed. These fees are not dependent on execution of transaction documents or completion of the transaction.

The above fee (commencing from point no. 1 to 4) are exclusive of Goods and Service Tax and cess, Registration charges of Central Registry etc. as levied by the Government and Out of Pocket expenses like Audit fee, Legal counsel fee, Travelling expenses or any other. The same shall be charged after/with prior information/notice to the client.

The annual fee shall commence from the date of execution of first Debenture Trust Deed and would be applicable till the debentures are fully repaid under all existing trust deeds and forms for release of charge for the relevant issuances covered by the trust deeds are filed .

The annual fee shall be revised every two years considering the increase in scope of work and/or tenure, regulatory amendments, increase in risk profile and inflation, increase in number of contributors/investors and/or assets under management.

Any fee paid pursuant to the above shall be non-refundable and shall be in addition to any amount that may be payable / reimbursed specifically under the provisions of the Financing Documents.

The Company shall pay VISTRA ITCL on the expiry of 45 (Forty Five) Days from the Invoice Date for payment, in addition to the stipulated 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 Trustee Remuneration pursuant to the Trust Deed, during the period of default.

All charges mentioned in the offer letter are applicable for the issue size/number of investors/service/documentation requirements as mentioned in this letter. Any further issuance; any additional requirements, documentation over & above mentioned in this offer would attract fresh charges.

Accepted

For Kosamattam Finance Limited



Authorized Signatory

Registered office:

The Qube, 2nd Floor, A Wing, 202, Hasan Pada
Road, Mittal Industrial Estate,
Marol, Andheri (East), Mumbai – 400059,
Maharashtra, India.

Tel +91 22 2659 3535
Fax: +912226533297
Email: mumbai@vistra.com
www.vistraitcl.com

Vistra ITCL (India) Limited

Corporate Identity Number (CIN):U66020MH1995PLC095507

Annexure II

Brief understanding of the Transaction

Particulars of the Transaction	Appointment of Debenture Trustee for the proposed issue of Listed Secured NCD's by private placement
Type & Structure of Debenture	Secured NCD's
Listed / Unlisted	Listed
Tenor & Total Amount	<ul style="list-style-type: none"> Tenure: As per the offer document to be approved by the Board of directors or Committee of the Board Total Amount: INR 250 crore
Proposed Issue Open Date	To be decided
Arranger/Distributor to the Debentures	N.A.
Proposed Security for the Debentures	As per Term Sheet
Role of VISTRA ITCL	VISTRA ITCL shall act as a Trustee for the Debentures and hold the security for and on behalf of the subscribers to the Debentures
Review Scope	Maximum of 3 versions of transactional documents shall be reviewed.
Scope of Work for Annual Fee	<ol style="list-style-type: none"> Monitoring of covenants, QCRs, DRR, Insurance policy, asset cover, pledge share adequacy, interest servicing and redemption, credit rating, end use certificate. Security creation - perfection, pari-passu NOCs, CERSAI in case of MOE, ROC filings Release of security after receipt of No-dues Compliance for listing of NCDs

It may be noted that above referred terms are only indicative and not exhaustive. The details terms and conditions shall be recorded in the Debenture Trustee Appointment Agreement/ Debenture Trust Agreement /Debenture Trust Deed. Preparation/ Vetting of the First Draft of the documents will take at least two working days after receipt of the signed term sheet & acceptance of VISTRA ITCL offer from the Issuer/Subscriber

Accepted

For Kosamattam Finance Limited



Authorized Signatory

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The Qube, 2nd Floor, A Wing, 202, Hasan Pada Road, Mittal Industrial Estate, Marol, Andheri (East), Mumbai – 400059, Maharashtra, India.

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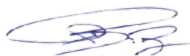
Annexure III

Other Terms and Conditions

- (1) The Client (Company) may not assign or transfer any of its obligations under this letter
- (2) This letter shall ensure to the benefit of the Debenture Trustee and their respective successors and assigns
- (3) The Debenture Trustee may assign any or all of its rights and (if any) obligations under this letter to any successor Debenture Trustee appointed in accordance with the terms of the Subscription Documents
- (4) This letter may only be amended (and the provisions hereof may only be waived) by agreement in writing among all of the parties hereto
- (5) The liability of VISTRA ITCL, its officers, employees, directors, agents as a Service Provider shall be limited to the extent of fee charged by VISTRA ITCL.
- (6) This offer of services is subject to the management approval of VISTRA ITCL including Compliance and KYC clearance
- (7) The implications of the service offering and structuring thereof would depend and vary on the laws prevalent at any point of time.
- (8) This offer is valid for 60 days from the date of this offer.
- (9) In case of listed debenture issues, at the request of the issuer company VISTRA ITCL may issue an in principle consent letter to be furnished to the exchange however the same shall be subject to the condition that mutually agreed debenture trustee appointment agreement is entered into before the issue opening date.
- (10) VISTRA ITCL shall commence its services only upon receipt of documents under serial number 1 & 2 stated in Annexure IV.
- (11) The terms & conditions of this offer letter shall be in addition to the terms & conditions of the transaction documents to be executed. In the event of any contradicting terms & conditions, the terms of this letter shall prevail.

Accepted

For Kosamattam Finance Limited



Authorized Signatory

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Annexure IV

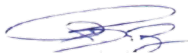
Standard requirements prior to execution of documents

For drafting or preparation or vetting of documents as the case may be, VISTRA ITCL will require the following documents:

1. Signed Term Sheet / IM / Debiture Subscription Agreement / Disclosure Documents / Any other documents offering the debenture for subscription
2. Completion of VISTRA ITCL KYC requirements
3. All documents enclosed in the checklist that would be forwarded by VISTRA ITCL
4. Charges / Payments towards settlement of the trust

Please Note: The above list is not exhaustive & binding at this stage. The appropriate list for the particular transaction shall be provided at the time of documentation.

**Accepted
For Kosamattam Finance Limited**



Authorized Signatory

Registered office:

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