

**Term-sheet for proposed issuance of
Non-convertible Debentures issued by
Kosamattam Finance Limited (KFL)**

The purpose of this document ("the Term Sheet") is to outline the terms and conditions of a potential Debenture issuance by the Issuer. This Indicative Term Sheet does not constitute a final offer, is not exhaustive and may be subject to change.

DESCRIPTION	PARTICULARS
Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	10.00% KFL August 2027
Issuer/Company	Kosamattam Finance Limited ("KFL")
Trustee	Vistra ITCL (India) Limited
Legal Counsel	Crawford Bayley & Co.
Promoter(s)	Mr Mathew Cherian and Mrs Laila Mathew
Personal Guarantors	Mr Mathew Cherian and Mrs Laila Mathew
Guarantee	Irrevocable and unconditional Personal Guarantee by Personal Guarantors
Type of Instrument	Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Secured Rated Listed Redeemable Non-Convertible Debentures.
Seniority (Senior or subordinated)	Senior
Mode of Issue	Private placement
Eligible Investors	As permitted under Applicable Law
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (Three) working days of the date of closing of the Issue.</p> <p>In accordance with the SEBI Debt Listing Regulations, in case of a delay by the Company in listing the Debentures beyond 3 (Three) working days from the date of closing of the Issue, the Company shall (i) make payment to the Debenture Holders of 1% (One Percent) p.a. over the Coupon Rate from the expiry of 3 (Three) working days from the date of closing of the Issue till the listing of such Debentures; and (ii) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after having received final listing approval from BSE in respect of the listing of Debentures.</p>
Rating of the Instrument	"IND A / Stable" (pronounced as "India Ratings A with a stable outlook")
Issue Size	Private placement of Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (NCD) of INR 30,00,00,000 (Rupees Thirty Crore Only) with a Green Shoe option of up to INR 20,00,00,000 (Rupees Twenty Crore Only)

Minimum subscription	The minimum subscription for the Issue shall be 100 Debentures and in multiples of 1 Debenture thereafter.
Option to retain oversubscription (Amount)	INR 20,00,00,000 (Rupees Twenty Crore Only) in the form of a Green Shoe option
Objects of the Issue / Purpose for which there is requirement of funds	<p>To raise secured debt to the extent up to Issue Size.</p> <p>The Issuer shall utilise for either:</p> <p>(a) towards repayment or refinancing of existing debt of the Company,</p> <p>(b) to finance the growth of the portfolio of the Issuer as is permitted for bank finance by the Reserve Bank of India and to augment the long term growth of the Issuer (the "Purpose").</p> <p>(c) General Corporate Purposes (including but not restricted to routine capital expenditure, renovations, strategic initiatives, partnerships, meeting any expenditure in relation to our Company as well as meeting exigencies which our Company may face in the ordinary course of business, or any other purposes as may be approved by the Board of Directors)</p> <p>The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Issuer directly or indirectly towards capital markets (including equity, and equity linked instruments or any other capital market activities), any payments towards dividends, any speculative purposes, any activity in the exclusion list or investment in the real estate sector.</p> <p>The Issuer undertakes that the proceeds of the Debentures shall not be utilised in any manner for onward lending to other non-banking financial companies and/or financial institutions without the prior written permission of the Debenture Holder(s) and shall be utilised in accordance with Applicable Law.</p>
Coupon Rate	10.00% (Ten percent per annum) payable quarterly as per Coupon Due Dates
XIRR	11.75%
Step Up/ Step Down Coupon Rate	In case of downgrade of the Credit Rating/Outlook or assignment of any new credit rating which is lower than the Credit Rating/Outlook of the Debentures/Issuer, as on the Deemed Date of Allotment, the Coupon Rate for the balance period would increase by 0.75% for each notch downgrade in credit rating and the same will be with effect from the credit rating downgrade date ("Step Up Coupon Rate").
Coupon Payment Frequency	Quarterly as per Coupon Due Dates
Coupon Due Dates	1 st Dec 2025, 1 st Mar 2026, 1 st June 2026, 1 st Sep 2026, 1 st Dec 2026, 1 st Mar 2027, 1 st June 2027, 29 th Aug 2027
Principal Payment Frequency	At Maturity
Day Count Basis (Actual / Actual)	Actual / Actual
Interest on Application Money	At the Coupon Rate (subject to deduction of tax at source under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) from the credit of subscription monies in respect of the Debentures, until 1 (One) day prior to the Deemed Date of Allotment and the same shall be paid to the relevant Investors

	within 7 (Seven) Business Days from the Deemed Date of Allotment. Where Pay-in Date and Deemed Date of Allotment are the same, no interest on application money is to be paid.
Default Interest Rate	<p>(a) In case of failure by the Issuer in the performance of its payment obligations under the Debentures on the relevant Due Dates, the Issuer shall be liable to pay further default interest which shall be calculated at 2% (Two Percent) per annum over and above the Coupon Rate computed on the total outstanding amount, for the period commencing from the date of the default and expiring on the date on which the default ceases or has been remedied or waived.</p> <p>(b) Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents, in case of default by the Issuer in the performance of any other covenants, (including but not limited to Financial Covenants, Holding & Management Covenant, Rating Covenant, Affirmative Covenant, Negative Covenant and Reporting Covenant) as provided for in the Debenture Trust Deed, the Issuer shall be liable to pay default interest which shall be calculated at 2% (Two Percent) per annum over the Coupon Rate computed on the entire obligations, outstanding on the Debentures, for the period commencing from the date of the default and expiring on the date on which the default ceases or has been remedied or waived. The default interest under the terms of this paragraph may be waived by the Majority Debenture Holder(s).</p> <p>(c) In case delay in execution of Debenture Trust Deed (DTD) and/ or Deed Of Hypothecation (DOH) and/or perfection of the Security over the Hypothecated Assets by filing CHG-9 Form with ROC within requisite timelines, then the Issuer shall pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time DTD and/or DOH is executed and /or perfected.</p> <p>(The default interest payable in terms of this paragraph is hereinafter referred to as the "Default Interest").</p>
Tenor	24 (Twenty Four) months from the Deemed Date of Allotment
Redemption Date / Maturity Date /	August 29, 2027
Redemption Premium/ Discount	N.A.
Issue Price	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Put Option Date	NA
Put Option Price	NA
Call Option Date	NA
Call Option Price	NA
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	NA

Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	NA
Face Value	Rs.1,00,000/- (Rupees One Lakh only) per Debenture
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 100 Debentures and in multiples of 1 Debenture thereafter.
Issue Timing	Issue Opening Date: August 28, 2025 Issue Closing Date: August 28, 2025 Pay-in Date: August 29, 2025; and Deemed Date of Allotment: August 29, 2025
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	All coupon, principal repayments, additional coupon and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.
Depositories	NSDL and CDSL
Business Day	A 'working day' as defined under the SEBI NCS Regulations and shall refer to a day when commercial banks are open for business in Mumbai and will exclude Saturday and Sunday. Explanation: For the purpose of this definition, in respect of: <i>The time period between the Issue Closing Date and the listing of the Debentures on the Stock Exchanges: 'Business Day' means all trading days of the Stock Exchanges for Debentures as specified by the SEBI, excluding Saturdays, Sundays and bank holidays, as specified by the RBI.</i>
Business Day Convention	<ul style="list-style-type: none"> • If any coupon payment date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. • If the redemption date of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding working day • If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds and coupon payment shall be paid on the immediately preceding Business Day.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of	<p>The Debentures and all interest, additional interest, liquidated damages, indemnification payments, fees, costs, expenses and other monies owing by, and all other present and future obligations and liabilities shall be secured by</p> <p>(i) a first pari passu charge by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders), to, or in respect of, the Loans</p>

security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum.

and including without limitation the Receivables, present and future (as set out more particularly in the Deed of Hypothecation), "**Hypothecated Assets**") such that the value of security shall be equal to 1.10 (One Decimal Point One Zero) times ("**Minimum Security Cover**") the aggregate amount of principal amount and any other amount including interest outstanding in respect of the Debentures ("**Security Cover**"):

The underlying Loans/Receivables provided as security should meet the below criteria for the purpose of Minimum Security Cover calculation ("**Eligibility Criteria**"):

1. The underlying loan should be non NPA
2. The underlying loan should not have been restructured and/or rescheduled
3. All required KYC has been completed
4. The underlying security shall be secured by gold jewellery or ornaments
5. Loans to related party shall not be considered for Asset Cover calculation

The Issuer undertakes:

1. to maintain the value of the Asset Cover at all times till the obligations under the Issue are discharged.
2. to create the security over the Hypothecated Assets by executing a duly stamped deed of hypothecation ("**Deed of Hypothecation**") prior to the Deemed Date of Allotment;
3. To perfect the security created over the Hypothecated Assets by filing the relevant Form CHG-9 with the Registrar of Companies immediately and no later than 30 (Thirty) calendar days from the date of execution of the Debenture Trust Deed.
4. Upon the execution of the Deed of Hypothecation, in the event of any fall in the Asset Cover, additional Hypothecated Assets shall be taken in the manner as provided for in the Deed of Hypothecation.
5. The receivables constituting the Hypothecated Assets shall meet the selection criteria as set out above and in more detail under the Deed of Hypothecation.
6. Every quarter Independent CA certificate of Security cover to be provided.
7. To not provide any of the Loans and Receivable to any lender/investor or an exclusive charge basis.

All disclosures with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

The Issuer shall do the required filling including with Sub-registrar and Registrar of Companies or Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) or Depository etc., as applicable.

To be defined in DOH:

	<p>"Receivables" shall mean the aggregate of all the amounts due together with all other monies whatsoever stipulated in or payable by the Obligors to the Company under the relevant Underlying Documents and other related deeds and documents, including without limitation: balance principal repayments, overdue interest, overdue principal amount, scheduled interest, default or additional interest, accrued interest, additional / late payment charges, bounced cheque charges, annual fees, deferment charges, collection charges due, liquidated damages, amounts receivable on prepayment and/or foreclosure, premia on prepayment, insurance proceeds, all proceeds arising pursuant to a sale or disposal of the relevant security created under the Loan Documents (whether pursuant to an enforcement action in accordance with the Underlying Documents or otherwise), costs, charges, expenses and fees together with all amounts due and payable on account of delayed payments and all other monies whatsoever if any, payable by identified loan Obligors under the Underlying Documents whether by way of past overdues or future payments, indemnities and damages or other charges.</p> <p>"Loans" shall mean collectively the rupee loan facilities advanced by the Company to the various Obligors on the terms and conditions set forth in the Loan Agreement(s), and "Loan" shall mean each such individual gold loan facility</p>
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the Issue as per Latest SEBI Guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through Private Placement:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Debenture Holders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Deed of Hypothecation 5. Placement Memorandum; 6. Key Information document and Private Placement Offer Letter (Form PAS 4); 7. Personal Guarantee Deeds 8. Board Resolution authorizing this Issuance; 9. Applicable Shareholder Resolutions under the Companies Act 2013; 10. Rating Letter with the aforesaid Rating Agency(ies) with respect to this Issuance; and 11. Tripartite Agreements with the Depository(ies) and Registrar & Transfer Agent <p>Any other documents as may be agreed between the Parties All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.</p>
Conditions Precedent to Disbursement	<p>The Company shall fulfil the following Conditions Precedent to the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Deemed Date of Allotment:</p> <p>(a) The Company shall have obtained all corporate approvals from the Board of Directors authorizing the issue of Debentures as also execution of the necessary documents in that behalf and a</p>

	<p>certified true copy of the resolution of the shareholders of the Company under section 180(1)(a) and Section 180(1)(c) of the Companies Act, 2013 and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed;</p>
(b)	A certified true copy of the resolution of the shareholders of the Company under Section 42 of the Act, if applicable.
(c)	The Company shall have obtained the governmental and issued the corporate authorizations (including board / committee resolution permitting the issuance of the Debentures and the listing of the Debentures), as applicable.
(d)	Copies of the Form MGT-14, pertaining to the resolution dated August 21, 2025, passed by the Board of Directors of the Company.
(e)	Receipt of all applicable consents/no-objection certificates by the Company from its existing lenders (as applicable)
(f)	In the event there are no no-objection certificates required to be obtained from the existing lenders of the Company under paragraph above, a certificate from an independent chartered accountant certifying that a no-objection certificate is not required to be obtained from any existing lenders of the Company
(g)	Evidence of receipt of an ISIN from the Depository in relation to the issuance of the Debentures in dematerialised form
(h)	Evidence on appointment of Debenture Trustee and submission of consent letter of the Debenture Trustee to act as the trustee for the Issue.
(i)	Evidence of payment of the stamp duty on Debentures, by the Company to the concerned Depository
(j)	Execution by the Company of the Debenture Trustee Agreement, the Deed of Hypothecation and the Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee shall have taken place;
(k)	The Company shall have submitted to the Debenture Trustee, the rating letter from the Rating Agency with the rating of the Debentures;
(l)	The Company shall have submitted to the Debenture Holders or the Debenture Trustee, all required documents for the purpose of satisfying its respective know your customer requirements;
(m)	The Company shall have submitted to the Debenture Trustee a certified true copy of the constitutional documents of the Company and the Certificate of Incorporation;

	<p>(n) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year or un-audited quarter end.</p> <p>(o) The Company shall have provided a certificate to the Debenture Trustee, (including board resolution permitting issuer for listing of securities), confirming that issuance and allotment of the Debentures would not cause any borrowing, or similar limit binding on the Issuer to be exceeded.</p> <p>(p) The Company shall have obtained the consent letter from the Debenture Trustee;</p> <p>(q) The Company shall provide such other undertaking as may be required by the Debenture Holder(s);</p> <p>(r) The Company shall ensure that all necessary approvals have been obtained for the Issue.</p> <p>(s) Due diligence certificate to be issued by the Debenture Trustee as per format specified in Annexure A of the SEBI Monitoring Circular, to the Company and Company to file it with the Stock Exchange(s) at the time of filing the relevant Disclosure Document; and</p> <p>(t) A certified true copy of the certificate of registration as a NBFC obtained by the Company from the RBI.</p> <p>(u) The Company shall have submitted any other documents that may be requested by the Debenture Trustee and/or the Debenture Holders.</p> <p>(v) Any other as defined in Debenture Trust Deed</p>
Conditions Subsequent to Disbursement	<p>The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed</p> <p>(a) On or prior to the utilisation of the subscription monies by the Company in respect of the Debentures and in any case, within 15 (Fifteen) days from the Deemed Date of Allotment, the Company shall file of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the requisite fee with the Registrar of Companies;</p> <p>(b) Within 2 (Two) Business Days from the Deemed Date of Allotment, the Company shall ensure credit of dematerialised account(s) of the allottee(s) of the Debentures with the number of Debentures allotted;</p> <p>(c) Within 3 (Three) Business Days from the date of closing of the Issue, the Company shall list the Debentures on the BSE and obtain the listing approval from the BSE;</p>

	<p>(d) Filing of the relevant forms with the Registrar of Companies for the perfection of charge over the Hypothecated Assets within and no later 30 (Thirty) calendar days from the date of execution of the Debenture Trust Deed;</p> <p>(e) The Company shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of Debentures.</p> <p>(f) Final signed Legal opinion from legal counsel within 30 days from the Deemed Date of Allotment confirming validity of the Transaction Documents and compliance with Conditions Precedent and Conditions Subsequent</p> <p>(g) The Debenture Trustee to record and register creation of the charge by way of hypothecation over the Hypothecated Assets with the CERSAI within 30 days from the execution of Security Documents</p> <p>(h) The Issuer shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Practicing Chartered Accountant to the Debenture Trustee within stipulated timelines as mentioned in the applicable regulation;</p> <p>(i) Any other as defined in Debenture Trust Deed</p>
<p>Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <p>1. Payment based Defaults</p> <p>(a) The Issuer does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) business day of the relevant Due Date;</p> <p>(b) An event of default shall arise if the Issuer:</p> <ul style="list-style-type: none"> i. defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or ii. defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or iii. any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a

regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof

(c) Failure of the Issuer to make payment of the aggregate amounts outstanding along with the accrued coupon and other charges in relation to the Debentures within stipulated timelines in terms of the Transaction Documents upon exercise of the Optional Accelerated Redemption Option.

(d) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;

2. Security based Defaults:

(a) If the Issuer fails to create and / or perfect the Security (i.e., filing CHG-9 Form with ROC) within the stipulated timelines.

(b) In the event that the Security Cover falls below the Minimum-Security Cover and the Issuer fails to reinstate the same within 30 (Thirty) calendar days from the date of such fall in the Security Cover

3. Covenants & Information based Defaults:

(a) Breach of any terms, covenants (including, without limitation, Financial Covenant, Holding & Management Covenant, Rating Covenant, negative covenants, affirmative covenants, reporting covenants) or obligation under the Transaction Documents which is not cured within the applicable cure period (if any)

(b) If the Issuer fails to share any information within 10 (ten) calendar days upon the request by a debenture holder(s).

4. Defaults relating to validity of the Transaction Documents

(a) Any of the Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable.

(b) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any other obligation of the Issuer under any transaction documents are not or cease to be valid, binding or enforceable.

(c) Any representation or warranty made by the Issuer in any transaction document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Issuer is/are incorrect, false or misleading in any respect when made or deemed made;

(d) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents;

(e) Any of the Transaction Document failing to provide the security interests, rights, title, remedies, powers or privileges intended to be

created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable or the Security over the Hypothecated Assets is in jeopardy;

5. Other Defaults

(a) There shall have occurred Material Adverse Effect;

(b) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- i. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;
- ii. the composition, compromise, assignment or arrangement with any creditor of the Issuer;
- iii. the appointment of a liquidator, receiver or similar other officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Issuer;
- iv. enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction;
- v. any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in paragraph (i), (ii), (iii) and (iv) above;

(c) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement(ED), Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the security) of the Issuer or of its share capital, or takes any action for the dissolution of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations;

(d) Any Governmental Authority including without limitation Central Bureau of Investigation (CBI), Directorate of Enforcement(ED), Serious Fraud Investigation office (SFIO), condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of any part of the assets of the Promoters/Promoter Group.

(e) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof;

(f) Surrender, revocation or suspension of the Issuer's certificate of registration as a Non-Banking Finance Company by the Reserve Bank of

India provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license;

(g) Any legal or regulatory decision resulting in debarment/ suspension/ revocation of the NBFC license/business activities/ prohibition of further sanctions/disbursal/collection of loans of the Issuer

(h) The Issuer ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(i) The Issuer has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof;

(j) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the Issuer's/Promoter's funds or revenues or any other act having a similar effect being committed by the management of the Issuer/ Promoter.

(k) The Promoters and/or the directors/ or the key managerial personnel of the Issuer are charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Promoters and/or the directors and/ or the key managerial personnel of the Issuer, including any accusations, charges and/or convictions of any offence relating to bribery or being declared a wilful defaulter.

(l) In the event that an application for corporate insolvency resolution process of the Issuer is filed or any form of communication indicating an intention to file such application is issued or any creditor of the Issuer takes any steps requesting the filing of such application, in each case, by the appropriate regulator, under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019;

(m) If the Issuer commences any voluntary proceedings under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect (including by passing any resolution of the Board or the shareholders/creditors of the Issuer) or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property;

(n) If a petition is filed for the winding up of the Issuer under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 15 days of its filing;

(o) Any order/ judgement passed by any of the regulatory authorities against any of the Promoter / Promoter Group /Issuer resulting in debarment of the Promoter / Promoter Group/Issuer for raising funds from the financial markets.

(p) The Issuer commences negotiations with one or more of its lenders/debenture trustees/ debenture holders with a view to

	rescheduling any of its indebtedness or failure or inability of the Issuer to pay its debts as they mature.
Consequences of Events of Default	<p>On and at any time after the occurrence of an Event of Default , unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), the Debenture Trustee shall if so, directed by any of the Debenture Holder(s):</p> <ol style="list-style-type: none"> declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; accelerate the redemption of the Debentures; enforce such security in such a manner as the Debenture Holders may deem fit; exercise all the rights and remedies available to it in such manner as Debenture Holders may deem fit without intervention of the Court and without having to obtain any consent of the Issuer; With effected from Event of Default, any amount collected by the issuer from the underlying loans provided as security shall be hold by the Company for the benefit and trust of the Debenture holders and cannot be utilised for any purpose other than paying to the debenture holders. without prejudice to its other rights hereunder or under IBC or any other applicable Law, in its sole discretion to exercise all the rights, powers and remedies vested in it for the protection, perfection and enforcement of its rights in respect of the Security herein. ask the Issuer to assign the Hypothecated Assets to a Trust and appoint a Servicer to the Trust for doing collections. Issuer shall provide all the required support for assigning the Hypothecated Assets to the Trust including but not limited to entering into the assignment agreement and other transaction document. The Issuer also hereby agrees to provide all the required support to the Servicer of the Trust Other standard points to be mentioned in DTD
Reporting Covenants	<ol style="list-style-type: none"> CA certified Net Worth statements of Personal Guarantors on half yearly basis within 60 days from the end of half year (i.e. 30th Sep and 31 March). Quarterly Reports – within 60(Sixty) calendar days from the end of each financial quarter (75 days for every March quarter) <ul style="list-style-type: none"> Information on financials Financial and other covenant compliance certificate signed by the authorized signatory of the company. Shareholding Pattern Copy of returns filed with RBI Asset liability management (“ALM”) statement of the Company for such quarter as may be applicable; Liquidity position of the Company at the end of such quarter, in a format acceptable to the Debenture Holders Portfolio Cuts Data Restructuring Data

	<ol style="list-style-type: none"> 3. Audited Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year 4. Quarterly MIS data pack - giving standard portfolio cuts with corresponding asset quality indicators. To be submitted within 60 days of each quarter end (75 days for March quarter). 5. Event Based Reports – In case of changes initiated by the company requiring approval of the board, the reporting would be 10 days post approval of the board, all others will be 15 days. <ol style="list-style-type: none"> (a) Change in list of Board of Directors (b) Change in Shareholding structure (c) Change in senior management officials (any CXO or equivalent) (d) Change in statutory auditors (e) Any fraud amounting to more than 1% of Gross Loan Portfolio (f) Material changes in accounting policy except as required by law. (g) Material change in the constitutional documents of the Company that are prejudicial to the interests of the Debenture Holders (h) New segment of business other than the business carried out by the Issuer presently (i) Material Adverse Effect (j) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect. (k) Winding up proceedings (l) Any Event of Default or Potential Default, and any steps taken / proposed to remedy the same. (m) Application of insolvency petition under bankruptcy code/NCLT by the Issuer
Financial Covenants	Issuer Level:

1. Total Debt/Tangible Net Worth ratio to be within 5.5x
2. Capital Adequacy Ratio (CAR) of at least 18% or as per applicable RBI regulation, whichever is higher, Of the above CAR, TIER 1 CAR to remain at minimum of 15%
3. Par > 90 + trailing twelve months write-offs (on the Company's entire portfolio including receivables sold or discounted on a non-recourse basis) to Total Loan Portfolio shall not exceed 2%.
4. Net NPA not to exceed 1.25%.
5. Net NPA to Tangible Net Worth shall not exceed 10%.
6. The Issuer to maintain a minimum Tangible Net-worth of Rs. 1,000 crores
7. PAT to remain positive.
8. Non-Gold Loan Portfolio shall not exceed 5% of the Total Loan Portfolio
9. Aggregate Loans to Top 50 Gold Loan borrowers shall not exceed 1% of the Total POS outstanding of the Issuer.
10. The share of off-balance sheet portfolio shall not exceed 15% of the Total Loan Portfolio
11. Transactions with Related Party (ies) shall not exceed 5% of Tangible Net Worth.
12. The Issuer shall not provide any guarantee for any Financial Indebtedness of a Related Party
13. There shall not be any cumulative mismatches in any of the buckets till the next one year of ALM statement after incorporating all the liabilities of the Company incorporating Put Options/ interest reset options etc. (in any form). The asset will also include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized CC lines shall not be taken into account while testing the same
14. Any other additional covenant as may be mutually agreed and shall form a part of the Transaction Documents

All covenants would be tested on quarterly basis i.e. as on 31 March, 30 June, 30 Sept and 31 Dec every year, starting from September 30, 2025 on consolidated and standalone balance sheet till the redemption of the NCDs. The covenants shall be certified by the Statutory Auditor of the Issuer within 45 (Forty-Five) calendar days from the end of each reporting quarter. Issuer shall provide quarterly certificate of covenant compliance.

Breach of any of the above Financial Covenant not cured within 15 days from the occurrence of breach or company getting knowledge of breach shall result in occurrence of Event of Default

"Total Debt" means, in respect of the Company, at any time, the aggregate of the following liabilities calculated at only the nominal or principal amount at which the liabilities would be carried in a balance sheet of the Company drawn up at that time (or in the case of any guarantee, indemnity or similar assurance referred to in paragraph (E) below, the maximum liability under the relevant instrument):

	<p>(a) any moneys borrowed (including by way of issuance of PTCs); (b) any acceptance under any acceptance credit; (c) any bond, loan, note, debenture, commercial paper or other similar instrument; (d) Corporate guarantee, indemnity or similar assurance provided by the Company to any person including subsidiaries, special purpose vehicles, Affiliates and joint ventures in the nature of financial indebtedness but excluding performance related corporate guarantee provided in the form of performance guarantee etc. (Note: all corporate guarantee given by the Company in the nature of financial indebtedness shall be included as part of the Debt);(e) shares which are expressed to be redeemable or any shares or instruments convertible into shares or any shares or other securities which are otherwise the subject of a put option or any form of guarantee (f) any obligation under any put option arrangement or guarantee or indemnity in respect of any put option where that put option or guarantee is granted or entered into primarily as a method of raising or assuring the payment or repayment of any indebtedness</p> <p>“Tangible Net-worth” shall mean the Equity as reduced by the, intangible assets, deferred tax assets, revaluation reserve, miscellaneous expenses, investment in security receipts, investment in subsidiary and any credit enhancement provided by the Company on managed asset book. Leverage or Gearing Ratio shall mean the ratio between Debt and Tangible Net Worth of the Company</p> <p>“Equity/Net Worth” Shall Include the following:</p> <ul style="list-style-type: none"> -Equity Share issued by the company -CCPS issued by the company -Reserve and Surplus of the company <p>“Gross Loan Portfolio” shall include on balance sheet portfolio including Securitization.</p> <p>“Off Balance Sheet Portfolio” shall include only Direct Assignment (DA)/ Co-lending /business correspondent portfolio/ any other portfolio under management.</p> <p>“Total Loan Portfolio” shall include Gross Loan Portfolio and Off-Balance Sheet Portfolio. vii. “PAT” shall be profit after tax and shall include one-time time / exceptional items (profit or loss) in its computation</p> <p>“Gross NPA” & “Net NPA” shall be arrived at in accordance with applicable RBI regulations governing asset classification and provisions for NBFCs.</p>
Rating Covenants	<p>The Issuer shall maintain the below mentioned covenants during the entire tenor of the NCDs and till all the amounts outstanding is being duly repaid:</p> <ul style="list-style-type: none"> i. The Issuer shall ensure that there is no suspension of the credit rating of the Issuer/Instrument/Debentures by any of the credit rating agency.

	<p>ii. The Issuer shall ensure that there is no downgrade of existing credit rating(s) as on date of allotment of NCDs or assignment of new longterm credit rating below 'A- 'from any credit rating agency.</p> <p>The occurrence of events above will be determined by the Debenture Holders solely and at its discretion.</p> <p>Breach of any of the above Rating Covenant not cured within 15 days from the occurrence of breach shall result in occurrence of Event of Default</p>
Holding and Management Covenants	<p>The Company undertakes that the following covenants ("Holding and Management Covenant(s)") shall be maintained at all times until the Final Redemption Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained:</p> <ol style="list-style-type: none"> The existing Promoters/Promoter Group shall continue to hold unencumbered existing number of shares in the company (adjusted for any corporate action) along with a minimum existing shareholding (except change due to primary equity capital infusion) in terms of percentage (on fully diluted basis) during the tenure of the NCDs. The shareholding of existing Promoters/Promoter Group shall not be reduced to below 76% during the tenor of the NCD Mr. Mathew K. Cherian (DIN: 1286073) and Ms. Laila Mathew (DIN:1286176) shall continue to hold executive positions on the Board of the Issuer during the tenor of the NCDs. There should not be a change in Management Control of the Issuer. <p>For the purpose of this clause "Management Control" means:</p> <ul style="list-style-type: none"> the right to appoint majority of the directors and to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
Affirmative Covenants	<p>The Issuer hereby covenants with the Debenture Trustee that the Issuer shall at all times till the Final Settlement Date:</p> <p>Affirmative Covenants</p> <ol style="list-style-type: none"> Use of Proceeds use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the Transaction Documents; Costs and Expenses pay all actual costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs;

3. Payment of Rents, etc.

pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when such amounts are payable.

4. Preserve Corporate Status

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

(ii) comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and (iii) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;

5. Pay Stamp Duty

Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws. In the event the Company fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Company shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

6. Furnish Information to Debenture Trustee

(i) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Company or to investigate the affairs of the Company;

(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;

(iv) furnish reports to the Debenture Trustee any and all information required to be provided to the Debenture Holders under Applicable Law;

7. Redressal of Grievances

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

	<p>8. Comply with Investor Education and Protection Fund Requirements Comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of coupon on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Company hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines if any, issued from time to time by the Ministry of Corporate Affairs, RBI, or any other competent Governmental Authority;</p> <p>9. Corporate Governance; Fair Practices Code comply with any corporate governance requirements applicable to the Company (as may be prescribed by the RBI, or any other Governmental Authority) and the fair practices code prescribed by the RBI;</p> <p>10. Further Assurances (i) provide details of any litigation, arbitration or administrative proceedings; (ii) comply with any monitoring and/or servicing requests/calls from the Debenture Trustee on a quarterly basis and at such other time periods as the Debenture Trustee may reasonably request; (iii) execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee; (iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations and licenses necessary to enable it to lawfully enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed; (v) comply with: (A) all Applicable Law (including but not limited to the Companies Act, the environmental, social and taxation related laws, all directions issued by regulatory authority, as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time; (B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures; (C) the provisions of the Companies Act in relation to the Issue; (D) procure that the Debentures are rated and continue to be rated until the Final Settlement Date; (E) ensure that, at time of making any payment of coupon or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is in accordance with Applicable Law relating to Tax but without, in any</p>
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way requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders; and

(F) if so required, the terms of Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/ redemption date) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with therein;

(vi) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Company and the Hypothecated Assets;

11. Security

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(i) the Debentures shall be secured by way of a pari-passu and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;

(ii) the Company shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof without the prior write consent, if it is affecting the interest of the debenture holders of the of the Debenture Trustee;

(iii) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;

(iv) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;

(v) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;

(vi) the Company shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents;

(vii) the Company shall, on a half yearly basis, as and when required by the Debenture Trustee, provide confirmation on the maintenance of minimum-Security Cover, from time to time;

(viii) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;

(ix) furnish and execute all necessary documents to give effect to the Hypothecated Assets;

- (x) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation;
- (xi) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Company to the Debenture Trustee and/or the Debenture Holders;
- (xii) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under this Deed on a pari-passu ranking basis; and
- (xiii) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;

12. Filings; Compliance with Applicable Law

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

- (i) The Company shall comply with the relevant provisions of the SEBI LODR Regulations applicable to listed entities which have listed their non-convertible securities, including (to the extent applicable), the provisions of Chapter II (Principles governing disclosures and obligations of listed entity), Chapter III (Common obligations of listed entities) and Chapter V (Obligations of listed entity which has listed its non-convertible securities) of the SEBI LODR Regulations;
- (ii) the Company will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary 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.
- (iii) it will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary 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) a security cover certificate on a quarterly basis, within 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial 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 75 (seventyfive) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial 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 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant Financial Year) and within 90 (ninety) days from March 31 of the relevant Financial 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 75 (seventyfive) 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 75

(seventy-five) days from the end of each Financial Year or within such timelines as 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 75 (seventy-five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law;

(iv) The Issuer to provide Management Certificate confirming Security Cover is maintained as per terms mentioned herein ("Monthly Asset Report") on the letter head of the Issuer signed by authorized signatory within 15 (Fifteen) calendar days of the end of each month.

(v) it will submit to the BSE, on a periodical basis and/or on an 'as and when' basis (depending upon the occurrence of any event), such information as prescribed under the SEBI Centralized Database Requirements, in such format as may be prescribed by the BSE;

(vi) it will provide/fill all such information as prescribed under the SEBI Centralized Database Requirements at the time of allotment of the International Securities Identification Number (ISIN) in respect of the Debentures;

(vii) it will submit to the Debenture Trustee, a certificate from the statutory auditor of the Company in relation to the value of the book debts/receivables comprising the Hypothecated Assets whenever required as per the applicable law; and

(viii) it will provide such assistance as may be required by the Debenture Trustee to, prior to the creation of charge to secure the Debentures, exercise independent due diligence to ensure that such security is free from

any encumbrance or that the necessary consent(s) from other charge-holders (if applicable) have been obtained in the manner as may be specified by the SEBI from time to time;

13. Execution of Transaction Documents

in the event of any delay in the execution of any Transaction Document (including this Deed, or the Deed of Hypothecation) or the creation of security in terms thereof and/or any delay to perfect the security within the prescribed timelines, the Company will, at the option of the Debenture Holders, either:

- (i) if so required by the Debenture Holders, refund the Application Money together with coupon (including coupon accrued) at the Coupon Rate/discharge the Secured Obligations; and/or
- (ii) pay to the Debenture Holders additional coupon at the rate of 2% (two percent) per annum on the Outstanding Amounts (including the Outstanding Principal Amounts and accrued coupon) in addition to the Coupon Rate from the date of closing of the Issue until the relevant Transaction Document is duly executed or the security is duly created and/or perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier);

14. Internal Control maintain internal control for the purpose of:

- (i) preventing fraud on amounts lent by the Company; and
- (ii) preventing money being used for money laundering or illegal purposes;

15. Audit and Inspection

subject to the providing of a prior notice of 15 (fifteen) days, permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and other authorised representatives of the Debenture Holders at such time periods as may be reasonably requested by them;

1. To comply with corporate governance, fair practices code prescribed by the RBI
2. Notification of any potential Event of Default or Event of Default;
3. Obtain, comply with and maintain all licenses / authorizations
4. Provide details of any material litigation, arbitration or administrative proceedings (materiality means Rs. 50 crores)
5. Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes
6. Permit visits and inspection of books of records, documents and accounts to debenture holders as and when required by them
7. Comply with any monitoring and/or servicing requests from Debenture Holders

<p>Negative Covenants</p>	<p>The Issuer shall not without the prior written permission of the Debenture Holders and Debenture Trustee (acting on the instructions of Majority Debenture Holders), do or undertake to do any of the following:</p> <ol style="list-style-type: none"> 1. M&A, acquisition, restructuring, slump sale, amalgamation without approval of Debenture Holders. 2. The Issuer shall not, without the prior approval of Majority Debenture Holders, enter into any transaction of merger, demerger, consolidation, restructuring, re-organization, slump sale, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. 3. purchase or redeem any of its issued shares (including CCPS or CCD) or reduce its share capital or buy-back any equity of any of its present or future shareholder during the Term of the Debentures, 4. Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee 5. Any sale of non financial assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Majority Debenture Holders 6. No dividend, if an Event of Default has occurred and is subsisting 7. Not undertake any major new business outside financial services or any diversification of its business outside financial services, without approval of the Majority Debenture Holders 8. Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless: <ol style="list-style-type: none"> a. the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets); b. no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; and c. the Company is in compliance with the Financial Covenants d. pay or declare any dividend to its shareholders in any year, during the tenor of the Debentures, until the Issuer has paid or has made satisfactory provision for payment of the instalments of the principal due and interests/coupon due on the Debentures; 9. Acquire any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 3% (three percent) of the Equity. 10. Acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture). 11. The Issuer shall not: <ul style="list-style-type: none"> • enter into any transaction with any person or enter into or continue business relations with its shareholders, employees,
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	<p>affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;</p> <ul style="list-style-type: none"> enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arm's length basis and in compliance with applicable law.; or Enter into any management contract or similar arrangement whereby its business or operations are managed by any other person. <p>12. Effect any change in the statutory auditors of the Company, other than as per mandatory requirement under Applicable Law</p> <p>13. Appoint or continue to the appointment of any person as a director/ or a key managerial person of the Company who is classified as a wilful defaulter as a director.</p> <p>14. Enter into any contractual obligation which may adversely affect the financials standing</p> <p>15. Sell, transfer, or otherwise dispose of in any manner whatsoever any underlying security of the Company, other than any securitization/ direct assignment transaction undertaken by the Company in the ordinary course of its business as per applicable RBI Master Directions or any amendment, supplement or restatement thereto. It is clarified that, a securitization/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Company and the Company shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee.</p> <p>16. Unsecured Borrowings from Promoters/ related parties/ Inter Corporate Deposits held by the Issuer shall not be repaid (except by way of equity conversion) in-case wherein breach of covenant/s is subsisting.</p> <p>17. Pledge of shares by Promoters shall be undertaken with prior approval of the Debenture Trustee (acting on behalf of Majority Debenture Holders).</p> <p>18. The company shall not give any incremental wholesale loan to any builder/developer.</p> <p>19. The company shall not give loan/ ICDs or invest in any of the promoter entity where any of the promoter is director/partner or has vested interest or Related Party in excess of Rs 10 Crore.</p>
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in accordance with the applicable SEBI regulations, including but not limited to the SEBI circular.
Risk Factors pertaining to the Issue	As mentioned in the Placement Memorandum under captioned "Risk Factor"
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Representation and warranties	The Issuer declares, represents and warrants to the Debenture Trustee and the Debenture Holders, as follows which representations and warranties shall be made as on the date of the Debt Disclosure Documents and shall be deemed to be repeated on each date until the Final Settlement Date:

	<p>1. Status</p> <ul style="list-style-type: none"> i. The Issuer has been duly incorporated, organized and is validly existing, under applicable law. ii. The Issuer is a non-banking financial company registered with the RBI or such other regulatory authority (if applicable) and such registration is valid and subsisting; iii. The Issuer has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted. <p>2. Binding Obligations The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.</p> <p>3. Non-conflict with other obligations The entry into and performance by the Issuer of, the transactions contemplated by the Transaction Documents do not and will not conflict with:</p> <ul style="list-style-type: none"> i. any Applicable Law (including, without limitation, any laws and regulations regarding anti-money laundering or terrorism financing, and similar financial sanctions); ii. its constitutional documents; iii. any agreement or instrument binding upon it or any of its assets, including but not limited to any terms and conditions of the Financial Indebtedness availed of by the Issuer. <p>4. Power and authority It has the power to issue the NCDs and enter into, performs and delivers, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.</p> <p>5. Validity and admissibility in evidence All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:</p> <ul style="list-style-type: none"> i. to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; ii. to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and iii. for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect. <p>6. No default</p> <ul style="list-style-type: none"> i. No Event of Default or potential event of default has currently occurred and is continuing or would be expected as a result from the execution or
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performance of any Transaction Documents or the issuance of the Debentures.

ii. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

7. Pari-Passu Ranking

i. Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari-passu to all senior, secured indebtedness of the Issuer.

ii. Each of the Debenture Holders shall inter-se rank pari-passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.

8. Legal / Litigation Matters

i. There are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer, which would have a Material Adverse Effect.

ii. There are no unfulfilled or unsatisfied judgments or court orders in respect of the Issuer.

iii. The Issuer has not taken any action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings or no order has been passed for its winding-up, dissolution or re-organization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, trustee or other similar officer for it or in respect of its assets.

9. No misleading information

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission to state a fact or otherwise.

10. Compliance; Corporate Matters

i. The Issuer has complied with Applicable Law, including without limitation, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulation, 2021 and all other Applicable Law in respect of the issuance of the Debentures and for the performance of the Issuer of its obligations with respect to the Debentures, and to carry on its business.

ii. There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and

careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

iii. No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.

iv. The Issuer shall complete all necessary formalities including all filings with and notices to the relevant regulatory authorities as may be required, including but not limited to the designated stock exchange (if applicable) and the ROC and obtain all consents and approvals required for the completion of the Issue.

v. All legal and procedural requirements specified in the Constitutional Documents or required under the Applicable Law have been duly complied with in all respects in relation to the issue of the Debentures.

vi. The registers and minute books (including the minutes of the board and general meetings) required to be maintained by the Issuer under Applicable Law:

1. are up-to-date and have been maintained in accordance with the Applicable Law;
2. comprise complete and accurate records of all information required to be recorded in such books and records; and
3. no notice or allegation that any of them are incorrect and/or should be rectified has been received.

11. Assets

Except for the security interests and encumbrances created and recorded with the ROC (available using CIN U65929KL1987PLC004729) on the website <https://www.mca.gov.in/content/mca/global/en/mca/master-data/MDS.html> under the heading Index of Charges), the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

12. Financial statements; Accounts and Records

i. Its audited financial statements most recently provided to the Debenture Trustee as of March 31, 2025 were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

ii. Its audited financial statements as of March 31, 2025 provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

iii. The books of accounts of the Issuer have been fairly and properly maintained, the accounts of the Issuer have been prepared in accordance

with Applicable Law and the Applicable Accounting Standards, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Issuer and its subsidiaries. The Issuer has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, coupon etc.

13. Solvency

i. The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended from making payments of any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the Transaction Documents.

ii. The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.

iii. The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

iv. No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019) as amended from time to time.

v. No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

14. Hypothecated Assets

i. The Hypothecated Assets are the sole and absolute property of the Issuer and the Issuer has a clear and marketable title to the Hypothecated Assets subject to pari passu charge created in favour of Banks, Financial Institutions and Debenture Trustees.

ii. Other than the security interest created/to be created pursuant to the Transaction Documents, are not subject to any lis-pendens, attachment, or other order or process issued by any Governmental Authority except pari passu charge created in favour of Banks, Financial Institutions and Debenture Trustees.

iii. None of the Client Loans comprising the Hypothecated Assets have been previously sold, transferred or assigned to any other bank or financial institution except pari passu charge created in favour of Banks, Financial Institutions and Debenture Trustees.

iv. The Transaction Documents executed or to be executed constitute, and shall constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all

the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

v. The Issuer is not aware of any document, judgment or legal process or defects affecting the title, ownership of the Hypothecated Assets which has remained undisclosed and/or which may have a Material Adverse Effect.

15. Material Adverse Effect

i. No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Issuer.

ii. There are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

16. Illegality

It is not illegal or unlawful for the Issuer to perform any of its obligations under the Transaction Documents.

17. Tax Laws

i. The Issuer has complied with all the requirements as specified under the Tax laws as applicable to the Issuer in relation to returns, computations, notices and information which are, or are required to be made or given by the Issuer to any Tax authority for taxation, and for any other Tax or duty purposes, have been made and are correct.

ii. The Issuer has not received any notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Issuer (tax disputes or other liabilities of taxes of an amount equal to or more than 1.00% of Net Worth of the Company / Issuer).

18. No filings or stamp taxes

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Company other than the:

(i) stamping of the Transaction Documents in accordance with the Indian Stamp Act, 1899;

(ii) payment of the stamp duty in respect of the Debentures;

(iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;

(iv) filing of the Debt Disclosure Documents (as applicable) with the relevant stock exchanges;

(v) filing of Form CHG 9 with the ROC within the time period set out in the Deed of Hypothecation; and (vi) filing of Form I with CERSAI within the time period set out in the Deed of Hypothecation.

19. No Immunity

Neither the Issuer nor any of its assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. The issuance of the Debentures (and the Transaction Documents) constitutes, and the exercise of the Issuer's rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

20. Confirmations pursuant to the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulation, 2021, as amended from time to time:

With effect from the date of filing of the Transaction Documents as applicable with the BSE, as on the date of filing of the Debt Disclosure Documents with the BSE in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulation, 2021:

- i. the Issuer or the Promoter / Promoter Group of the Issuer, or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by the Securities and Exchange Board of India;
- ii. no Promoter of the Issuer or director of the Issuer is a promoter or director of any another Issuer which is debarred from accessing the securities market or dealing in securities by Securities and Exchange Board of India;
- iii. no Promoter of the Issuer or director of the Issuer is a fugitive economic offender; and
- iv. no fines or penalties levied by Securities and Exchange Board of India or designated stock exchange is pending to be paid by the Issuer.

"Material Adverse Effect" means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition, including change in credit rating/outlook/opinion, change in Senior Management team, change in the statutory auditor of the Company other than required by the applicable law, change in Board member which has caused, as of any date of determination, or change in applicable regulation by any regulatory authority impacting the current business model or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the entity which in the opinion of the Debenture Holder is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (ii) on the rights or remedies of the Debenture Holder hereunder or under any other Transaction Document (iii) Any legal or regulatory decision resulting in the debarment/suspension/revocation of the non-banking finance company license /business activities/ prohibition of further sanctions/disbursal/collections of loans of the Issuer (iv) the ability of the entity to perform its obligations under the Transaction Documents; or (v)

	the legality, validity or enforceability of any of the Transaction Documents or (vi) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse for the Security.
Governing Law and Jurisdiction	This Term Sheet shall be governed and construed exclusively in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India.
Transaction Costs	<p>The Issuer shall bear all transaction related costs incurred by the Debenture Trustee with respect to legal counsel, valuers and auditors / consultants. Such costs include:</p> <ol style="list-style-type: none"> 1. Trustee fees 2. Rating fees 3. Listing Fees 4. Any other reasonable transaction related expense incurred by the Debenture Trustee 5. Stamping and registration in relation to all Transaction Documents.
Taxes, Duties, Costs and Expenses	<ol style="list-style-type: none"> 1. Relevant taxes, duties and levies are to be borne by the Issuer except Direct Taxes if applicable. <p>The charges / fees and any amounts payable under the debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally except Direct Taxes if applicable.</p>

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Kottayam, Kerala - 686 001

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www.kosamattam.com
CIN.U65929KL1987PLC004729



CASHFLOW CHART

CASH FLOWS	RECORD DATE	DUE DATE	DATE OF PAYMENT	NO. OF DAYS	COUPON	PRINCIPAL
				IN COUPON	AMOUNT	AMOUNT
				PERIOD	(IN RUPEES) PER	(IN RUPEES) PER
					DEBENTURE	DEBENTURE
1st Coupon	16-11-2025	01-12-2025	01-12-2025	94	2,575.34	0
2nd Coupon	14-02-2026	01-03-2026	02-03-2026	90	2,465.75	0
3rd Coupon	17-05-2026	01-06-2026	01-06-2026	92	2,520.55	0
4th Coupon	17-08-2026	01-09-2026	01-09-2026	92	2,520.55	0
5th Coupon	16-11-2026	01-12-2026	01-12-2026	91	2,493.15	0
6th Coupon	14-02-2027	01-03-2027	01-03-2027	90	2,465.75	0
7th Coupon	17-05-2027	01-06-2027	01-06-2027	92	2,520.55	0
8th Coupon	14-08-2027	29-08-2027	27-08-2027	89	2,438.36	0
Principal	14-08-2027	29-08-2027	27-08-2027	730	0.00	1,00,000.00

For Kosamattam Finance Limited

A handwritten signature in blue ink, appearing to read 'Mathew K. Cherian', is written over a faint circular stamp.

Mathew K. Cherian
Managing Director
DIN : 01286073

