



DEBENTURE TRUSTEE AGREEMENT

20 NOVEMBER 2025

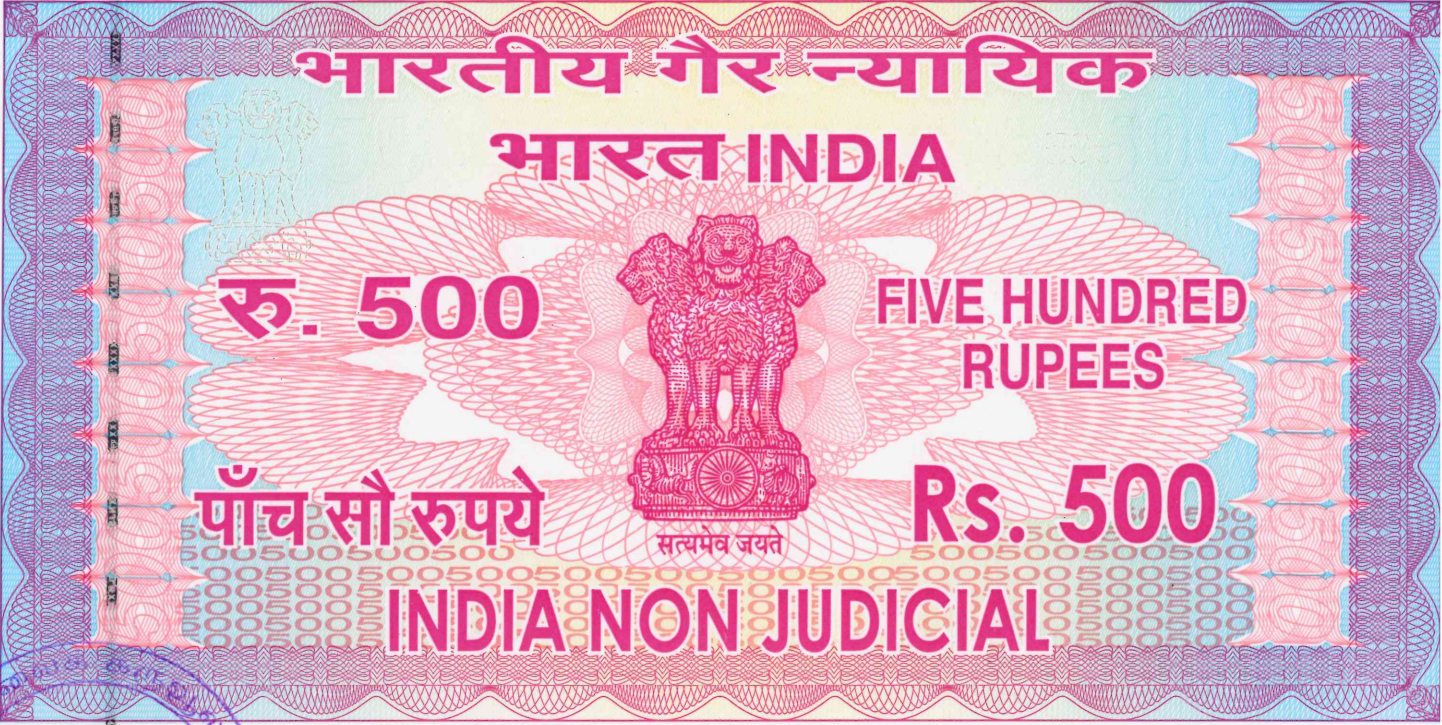
BETWEEN

INDIAN OVERSEAS BANK
as the Bank/Issuer

AND

IDBI TRUSTEESHIP SERVICES LIMITED
as the Debenture Trustee/ Trustee

Khaitan & Co
One World Centre
13th Floor, Tower 1
841 Senapati Bapat Marg
Mumbai 400 013, India
T: +91 22 6636 5000
F: +91 22 6636 5050
Ref: Manisha Shroff/2025



தமிழ்நாடு தமிழ்நாடு TAMILNADU

18 NOV 2025

20 NOV 2025

Indian Overseas Bank
Chennai - 2

AW 667990

S Kanakaraj

S KANAKARAJ

Licence No: 3017/D2/1995
No. 662, Anna Salai, Thousand Lights
CHENNAI - 600 006. Cell : 99414 1794

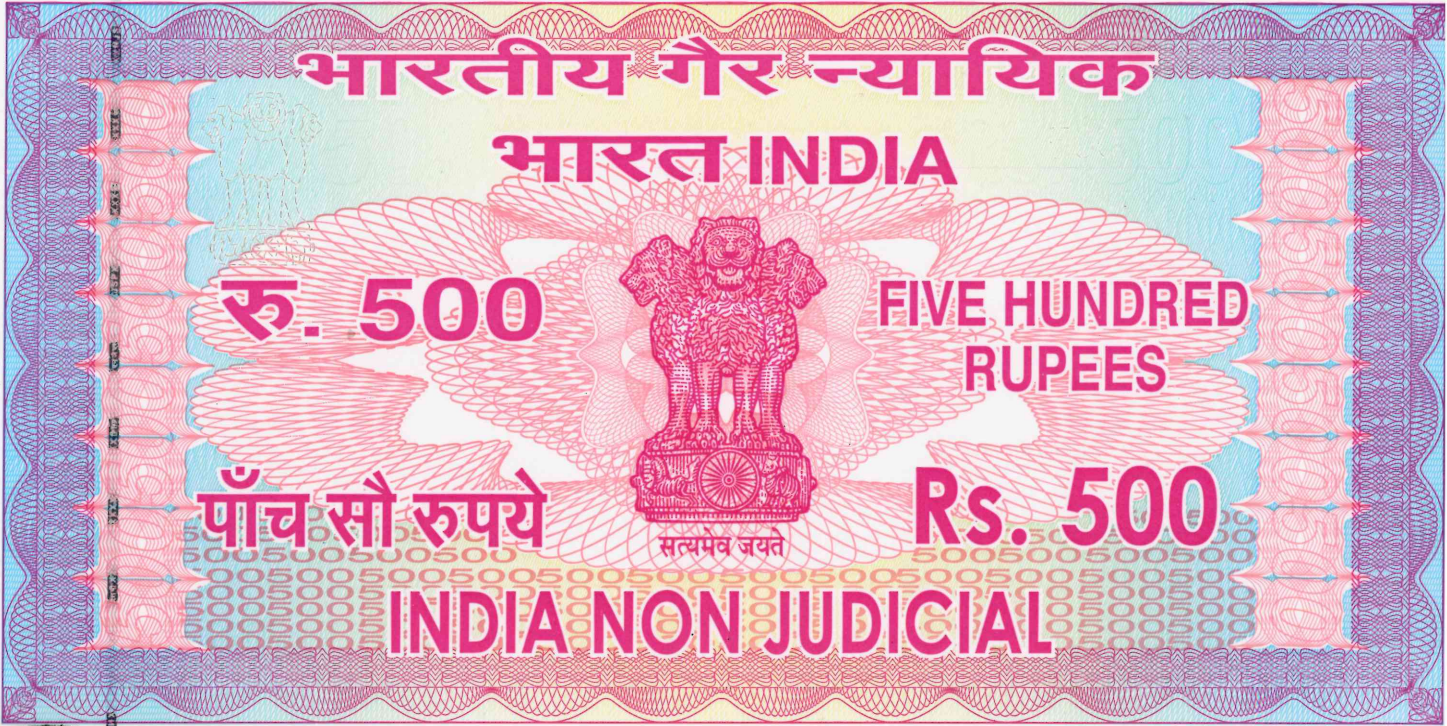
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEBENTURE TRUSTEE AGREEMENT DATED 20.11.2025 EXECUTED BETWEEN INDIAN OVERSEAS BANK (AS THE BANK / ISSUER) AND IDBI TRUSTEESHIP SERVICES LIMITED (AS THE DEBENTURE TRUSTEE) AT CHENNAI, TAMIL NADU.

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

[Signature]
उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

[Signature]
AUTHORISED SIGNATORY



तमिलनाडु TAMILNADU

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Indian Overseas Bank
Chennai - 2

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For Indian Overseas Bank

[Signature]
उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

[Signature]
AUTHORISED SIGNATORY

This **Debenture Trustee Agreement** ("**Agreement**") is made on 20th day of November 2025 at Chennai between: -

INDIAN OVERSEAS BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head office at 763, Anna Salai, Chennai, Tamil Nadu - 600002, India (hereinafter referred to as the "**Bank**"/ "**Issuer**" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **FIRST PART**

AND

IDBI TRUSTEESHIP SERVICES LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identity number U65991MH2001GOI131154 and having its registered office at Ground Floor, Universal Insurance Building, Sir Phirozshah Mehta Road, Fort, Mumbai, Maharashtra – 400001, India and having its branch office at 1B, Ground Floor, 'Vishnoo Thiruvengadam' Apartment, 2nd Main Road, CIT Colony, Mylapore, Chennai, Tamil Nadu – 600004, India (hereinafter called the "**Trustee**"/ "**Debenture Trustee**" which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **OTHER PART**.

The Bank and the Debenture Trustee are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. With a view to raise debt and augment Tier II capital (in accordance with the provisions of Basel III Guidelines), the Bank proposes to issue unsecured, non-convertible, taxable, listed, fully paid up, redeemable, basel III compliant tier II bonds in the nature of debentures (Series VI) with a face value of Rs. 1,00,00,000 (Indian Rupees One Crore) each for cash at par for an aggregate total issue size not exceeding Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore), in dematerialised form (hereinafter referred to as the "**Debentures**") on a private placement basis at a coupon rate as may be decided pursuant to bidding on BSE Bond EBP Platform to certain identified investors in accordance with the provisions of the Basel III Guidelines, and the regulations applicable to issue the Debentures notified by the Securities Exchange Board of India ("**SEBI**"), from time to time.
- B. The Bank has *vide* the resolution of the board of directors under passed at its meeting(s) held on 2 May 2025, authorised the issuance of the Debentures. Accordingly, the Bank pursuant to aforesaid resolutions proposes to issue the Debentures for cash on private placement basis in terms of the Disclosure Documents and the other Transaction Documents.
- C. Pursuant to the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied, replaced or modified from time to time ("**SEBI NCS Regulations**") and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied, replaced or modified from time to time ("**SEBI Debenture Trustee Regulations**"), the Bank is required to appoint a debenture trustee, registered with the SEBI, for the benefit of the holders of the Debentures. Accordingly, the Bank has approached IDBI Trusteeship Services Limited to act as the Debenture Trustee for the Debenture Holders and IDBI Trusteeship Services Limited has consented to act as debenture trustee for the benefit of the Debenture Holders of the proposed issue of the Debentures *vide* their consent letter dated 19 November 2025 bearing

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.
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reference no. 11469/ITSL/ORP/25-26, annexed as Annexure B, subject to the disclosure of the information sought by the Debenture Trustee from the Bank and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

- D. Accordingly, the Bank and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

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

1. The following capitalized terms shall have the meaning as provided hereunder and capitalized terms not defined herein shall have meaning ascribed to them under the Debenture Trust Deed or the Disclosure Documents, as the case may be:

Applicable Law(s) shall mean any statute, law, regulation, enactments, acts, ordinance, rule, judgment, order, decree, bye-law or approval, order or judgment of any authority, directive, guideline, policy, requirement, or any modifications or re-enactments thereof, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing by, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

Basel III Guidelines shall mean the master circular on Basel III capital regulations dated 01 April 2025 issued by Reserve Bank of India ("RBI") bearing reference number RBI/2025-26/08 DOR.CAP.REC.2/21.06.201 / 2025-26, as amended, modified, replaced or substituted, from time to time.

Debentures shall have the meaning ascribed to such term in Recital A hereto.

Debenture Holders shall mean the persons who are, for the time being and from time to time, the owners of the Debentures in electronic (dematerialized) form, and whose names appear in the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository.

Debenture Trust Deed shall have the meaning ascribed to such term in Clause 2 of this Agreement.

Disclosure Document(s) shall collectively mean the General Information Document and the relevant Key Information Document, and individually any of them, as the context may require or permit.

General Information Document shall mean the general information document issued by the Bank in accordance with the SEBI NCS Regulations.

Key Information Document shall mean the key information document issued by the Bank in accordance with the SEBI NCS Regulations.

Relevant Laws shall have the meaning ascribed to such term in Clause 4 of this Agreement.

SEBI shall have the meaning ascribed to such term in Recital A hereto.

SEBI Debenture Trustee Master Circular shall mean the SEBI master circular bearing reference no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, as may be amended, modified, supplemented and replaced, from time to time.

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SEBI Debenture Trustee Regulations shall have the meaning ascribed to such term in Recital C hereto.

SEBI LODR Regulations shall have the meaning ascribed to such term in Clause 4 hereto.

SEBI NCS Master Circular shall mean the SEBI master circular bearing reference no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025, as may be amended, modified, supplemented and replaced, from time to time.

SEBI NCS Regulations shall have the meaning ascribed to such term in Recital C hereto.

Stock Exchange shall mean BSE Limited.

Transaction Documents shall mean the documents executed or to be executed in relation to the issue of the Debentures including but not limited to the Disclosure Documents, the letters issued by the rating agency, registrar and transfer agent and the Debenture Trustee, this Agreement, the Debenture Trust Deed and such other documents as designated as such by the Debenture Trustee.

2. That the Bank hereby appoints IDBI Trusteeship Services Limited as the Debenture Trustee for the Debenture Holders holding Debentures aggregating up to Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore) to be issued by the Bank and IDBI Trusteeship Services Limited hereby agrees to act as Debenture Trustee for the Debenture Holders, subject to the completion of due diligence of all relevant information pertaining to the Bank, to the satisfaction of the Debenture Trustee (to the extent applicable). The Debenture Trustee and the Bank shall also enter into a debenture trust deed (hereinafter referred to as the "**Debenture Trust Deed**") and such other documents as may be required from time to time in relation to the Debentures. The Debenture Trustee agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Transaction Documents and as more particularly provided in the Debenture Trust Deed.
3. The Debenture Trust Deed shall be finalized by the parties and shall be made in compliance with Applicable Law. In case the Issuer fails to execute Debenture Trust Deed prior to the application for listing, the Issuer will pay additional interest of 2% (two percent) per annum over the Coupon, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed.
4. The Bank undertakes to comply with the provisions of SEBI Debenture Trustee Regulations, the SEBI Debenture Trustee Master Circular, SEBI NCS Regulations, the SEBI NCS Master Circular, the Debt Listing Agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended and replaced from time to time) ("**SEBI LODR Regulations**"), the Basel III Guidelines and other applicable provisions under applicable laws, regulations and guidelines (including guidelines of other regulatory authorities in respect of allotment of debentures) ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance with the terms, conditions and law relating to the Debentures until the redemption in full of the Debentures.
5. Terms of carrying out due diligence:

5.1 The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry

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AUTHORISED SIGNATURE

out requisite diligence (to the extent required under Applicable Laws and Relevant Laws). The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Relevant Laws, the Transaction Documents, and any other regulations and circulars issued by SEBI and BSE pertaining to the Issue.

- 5.2 For the purposes of carrying out the due diligence as required in terms of the Applicable Law, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee.
- 5.3 The Debenture Trustee may, as may be required to comply with its obligations under Applicable Law, at any time through its authorized representatives and agents, inspect books of account, records, registers of Issuer and the trust property (as set out in this Deed) to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process.
- 5.4 Without prejudice to the aforesaid, the Bank shall ensure that it provides and procures all information, documents, reports, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance of the Debentures, in accordance with the Relevant Laws.
- 5.5 The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in accordance with the Relevant Laws in order to assist in conducting the diligence by the Debenture Trustee in connection with the issuance of the Debentures. All the reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence, including all reasonable out of pocket expenses shall be borne by the Issuer as per the terms of the letter no. 10347/ITSL/ERP/CL/2025-26/DEB/788 dated 30 September 2025, annexed as Annexure B, issued by the Debenture Trustee.
6. The Bank undertakes to promptly furnish all and any information as may be required or requested by the Debenture Trustee from time to time, in accordance with the Relevant Laws including without limitation the following documents, as may be applicable:
- Disclosure Documents in relation to the issue of Debentures;
 - The necessary corporate authorisations by way of board resolution, committee resolution and/or shareholder resolution necessary or as applicable for the issue, listing and allotment of the Debentures;
 - Agreement with the registrar to issue;
 - Letters from credit rating agencies about ratings;
 - Depository details;
 - Proof of credit of the Debentures in favour of the Debenture Holders/dispatch of Debenture certificates to the Debenture Holder;
 - Bank Account details of the Bank along with copy of pre-authorisation letter issued by Bank to the banker in relation to the payment of redemption amount and interest

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amount in the format as set out in Annexure A;

- (h) Executed copy of this Agreement;
- (i) Debenture Trust Deed;
- (j) In-principal approval for listing of the Debentures from the Stock Exchange;
- (k) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (l) Approval for listing of the Debentures and trading permission from the Stock Exchange;
- (m) Confirmation/proofs of payment of interest and principal amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (n) Statutory auditor's certificate for utilization of funds/issue proceeds;
- (o) Beneficiary position reports as provided by the registrar and transfer agent;
- (p) Statutory auditor certificate, on a half yearly basis on compliance with the covenants of in respect of the Debentures;
- (q) Information, reports and documents to ensure the implementation of the conditions regarding debenture redemption reserve;
- (r) Details of the recovery expenses fund to be created by the Bank in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from the Stock Exchange on the amount of such fund maintained and the mode of maintenance.
- (s) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to the Stock Exchange under the Relevant Laws;
- (t) Statement containing particulars of dates and parties of all material contracts and agreements, as on the date of the General Information Document;
- (u) Any information, document, authorisation, report or opinion as may be required by the Debenture Trustee from the Issuer pursuant to the terms of the Relevant Laws and Transaction Documents; and
- (v) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee.

7. Information Accuracy and Storage

- (a) The Bank declares that the information and data furnished by the Bank to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) The Bank shall ensure that the requisite disclosures to be made by the Bank in the

Disclosure Documents shall be true and correct; and

- (c) The Bank shall ensure that all the disclosures required to be made by the Bank in the Disclosure Documents shall be in accordance with the Relevant Laws and the Debenture Trust Deed.

8. Other Terms and Conditions

- (a) The Debenture Trustee, ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.
- (b) The Bank confirms that the necessary documents including the debenture trust deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc., and the same would be uploaded on the website of the designated Stock Exchange, where the debt securities have been listed.
- (c) The Bank shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Bank proposes to make the payment of redemption amount and interest amount due to the Debenture Holder. Further, the Bank hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment and interest amount payment related information from such bank.
- (d) The Debenture Trustee is permitted to request and the Bank shall be obliged to provide all the information, documents, reports and other details as may be required under the Relevant Laws or as may be required by the Debenture Trustee to perform its obligations under the Transaction Documents and in accordance with the Applicable Laws.
- (e) The Bank is permitted to request and the Debenture Trustee shall be obliged to provide all the information, documents, reports and other details as may be required under the Relevant Laws or as may be required by the Bank to perform its obligations under the Transaction Documents and in accordance with the Applicable Laws.

9. The Bank further agrees, undertakes, confirms that:

- (a) All covenants proposed to be included in Debenture Trust Deed (including any events of default, fees charged by the Debenture Trustee, etc.) shall be disclosed in Disclosure Documents;
- (b) The Bank agrees and confirms that the purpose of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management as the Bank.
- (c) The Bank confirms that the Bank is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Bank is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Bank.
- (d) The Bank hereby declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Documents, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI NCS Regulations.

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank
उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank
AUTHORISED SIGNATORY

उप महा प्रबंधक Deputy General Manager

10. The Bank hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the Transaction Documents including the instrument of Debentures shall be solely borne by the Bank.
11. The Bank shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of this Agreement, the Debenture Trust Deed and all other documents executed/to be executed in relation to the Debentures to which Debenture Trustee is a party. The remuneration of the Debenture Trustee shall be as per the offer letter No. 10347/ITSL/OPR/CL/2025-26/DEB/788 dated 30 September 2025 as may be amended/modified from time to time.
12. Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
13. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
14. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully redeemed and paid-off.
15. Any notice, demand, request or other communication to be made or given under this Agreement shall be in writing unless otherwise stated at the following addresses. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be sent by any of the following means: (a) delivered personally, or (b) sent by registered mail with acknowledgment due, postage prepaid, or (c) sent by e-mail. The address for service of each of the Parties are as follows:

For the Issuer:

Indian Overseas Bank

Head Office Address: 763, Anna Salai,
Chennai, Tamil Nadu - 600002
Attention: Mr. M Christhuvaraj
Tel: 044- 7172 9791, 044 2888 9360
Email: investor@iobnet.co.in

For the Debenture Trustee:

IDBI Trusteeship Services Limited

Registered Office Address: Ground Floor, Universal Insurance Building,
Sir Phirozshah Mehta Road, Fort,
Mumbai, Maharashtra – 400001
Attention: Compliance Officer
Tel: 022 4080 7000
E-mail: itsl@idbitrustee.com; teamcoral@idbitrustee.com

16. Governing Law and Jurisdiction

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.


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- (a) This Agreement shall be governed by and shall be construed in accordance with the laws of India.
- (b) Notwithstanding anything to the contrary herein, any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.
- (c) Without prejudice to sub-clause (b) above, all claims, differences or disputes between the Debenture Trustee and the Bank, arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be submitted to a resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by the SEBI pursuant to the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with SEBI Master Circular for Online Resolution of Disputes in the Indian Securities Market dated July 31, 2023 (as updated from time to time) bearing reference no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and guidance issued by the Stock Exchange and depositories from time to time. Provided that this sub-clause shall not apply to any rights of the Debenture Holders which are to be exercised through the Debenture Trustee.

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank
उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATURE

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

IN WITNESS WHEREOF the Issuer and the Debenture Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by the within named **INDIAN OVERSEAS BANK** in its capacity as Issuer by the hand of Smt Sasikala B Prabhu, Deputy General Manager, pursuant to the resolution of its Board of Directors passed in that behalf on 2 May 2025

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank
उप महा प्रबंधक Deputy General Manager

SIGNED AND DELIVERED by the within named IDBI
TRUSTEESHIP SERVICES LIMITED in its capacity as Debenture
Trustee by the hand of Shri R. RAMESH,
an authorized official of IDBI
Trusteeship Services Limited.

FOR IDBI TRUSTEESHIP SERVICES LTD.

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ANNEXURE A

Format of Pre-Authorisation letter from Issuer with appended Consent Letter of Bank

Date: [●]

To,

[Account Bank]

[insert name and Branch Address]

Subject: Pre-authorization letter to IDBI Trusteeship Services Limited appointed as "Debenture Trustee" issue of unsecured, non-convertible, taxable, listed, fully paid up, redeemable, basel III compliant tier II bonds in the nature of debentures (Series VI) with a face value of Rs. 1,00,00,000 (Indian Rupees One Crore) each for cash at par aggregate total issue size not exceeding Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore), in dematerialised form (hereinafter referred to as the "Debentures") by Indian Overseas Bank on a private placement basis.

Dear Sir/Madam,

1. We have issued the captioned Debentures and IDBI Trusteeship Services Limited is appointed to act as the Debenture Trustee, for the benefit of the holders of the Debentures.
2. In terms of the SEBI master circular bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated October 15, 2025 (as amended, updated, replaced from time to time) ("SEBI NCS Master Circular") read with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, we are required to inform to the Debenture Trustee the details of bank and account from which the interest and redemption payments in relation to the Debentures shall be /are proposed to be made along with a pre-authorization to them (Debenture Trustee) to seek interest and redemption payment related information in relation to the Debentures and such data from the bank.
3. We maintain an account no. [●] with you which will be utilised for making the redemption and interest payments in relation to the Debentures until the maturity of the Debentures.
4. Thus, we hereby grant, irrevocable and unconditional, authority to the Debenture Trustee to liaison and seek information relating to the debt redemption and interest payment status from the afore-mentioned account for ascertaining and monitoring the redemption and interest payment status of the captioned Debentures until the maturity date or full discharge/settlement/satisfaction of the Debentures.
5. In this connection and pursuant to the above, we hereby request you to kindly provide the interest and/or principal payment related information in connection with the Debentures to the Debenture Trustee as may be required by them.
6. We request you to give your consent/acknowledgement in writing for exercise of the rights / authority granted in para. no. 4 above to the Debenture Trustee in the suggested format as specified in the Enclosure hereunder.

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

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Capitalised terms used but not defined herein shall have the meaning given to the terms under the transaction documents executed in relation to the Debentures.

Thanking you,
Yours Faithfully

Indian Overseas Bank
Encl: (1) Bank consent/acknowledgement format.

CC: IDBI Trusteeship Services Limited
Ground Floor, Universal Insurance Building, Sir Phirozshah Mehta Road, Fort Mumbai – 400001,
Maharashtra, India

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank
उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.
AUTHORISED SIGNATORY

ENCLOSURE

ON LETTER HEAD OF BANK

[Date]

IDBI Trusteeship Services Limited

Dear Sir/Madam

Subject: Pre-authorization letter to IDBI Trusteeship Services Limited appointed as "Debenture Trustee" in respect of issue of Unsecured, non-convertible, taxable, listed, fully paid up, redeemable, basel III compliant tier II bonds in the nature of debentures (Series VI) with a face value of Rs. 1,00,00,000 (Indian Rupees One Crore) each for cash at par aggregate total issue size not exceeding Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore), in dematerialised form (hereinafter referred to as the "Debentures") by Indian Overseas Bank on a private placement basis.

Ref: Account holder – Indian Overseas Bank ("Issuer" or "Bank") Pre-Authorization Request Letter ref. no. [●] dated [●] ("Request Letter")

This is with reference to the captioned Request Letter issued by the Bank/ Issuer requesting us to provide information relating to debt payment status of the aforesaid Debentures.

Capitalised terms used but not defined herein shall have the meaning given to the terms under the Request Letter.

In this connection, we give our consent to provide you the information/ data relating to interest and redemption payment related information in connection with the Debentures from the account no. [●] being maintained with us by the Bank / Issuer on your request in terms of the SEBI master circular bearing reference no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 (as amended, updated, replaced from time to time) and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied, replaced or modified from time to time.

Thanking you,

Authorised Signatory

Copy to:

Indian Overseas Bank
Cathedral Branch
762, Anna Salai, Chennai

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

ANNEXURE B

Part A: Consent Letter of the Debenture Trustee

IDBI Trusteeship Services Ltd.
CIN : U65991MH2001GOI131151



Ref. No. 11469/ITSL/OPR/25-26
Date: November 19, 2025

Indian Overseas Bank
763, Anna Salai,
Chennai, Tamil Nadu - 600002

Dear Ma'am/Sir

Sub: Proposed issuance of unsecured, non-convertible, taxable, listed, fully paid up, redeemable, base I compliant tier II bonds in the nature of debentures (Series VI) with a face value of Rs. 1,00,00,00,000 (Indian Rupees One Crore) each for cash at par for an aggregate total issue size not exceeding Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore), by Indian Overseas Bank ("Bank" / "Issuer") in dematerialised form (hereinafter referred to as the "Debentures") on a private placement basis ("Issue")

We, the undersigned, hereby convey our acceptance and consent to act as the debenture trustee for the captioned issue of Debentures. We also convey our acceptance and consent to be named as the debenture trustee to the Issue ("Debenture Trustee") and to our name being inserted as the Debenture Trustee to the Issue in the General Information Document and relevant Key Information Document to be filed with the BSE Limited ("BSE" / "Stock Exchange") and also in all related communications sent pursuant to the Issue. The following details with respect to us may be disclosed:

Name : IDBI Trusteeship Services Limited
Address : Ground Floor, Universal Insurance Building,
Sir Phirozshah Mehta Road, Fort,
Mumbai, Maharashtra - 400001
Tel : 022 4080 7000
Email : itsl@idbitrustee.com
Website : www.idbitrustee.com
Contact Person : Mr. Vishnukumar Sah
Logo :

We confirm that we are registered with the SEBI and that such registration is valid as on the date of this letter. We enclose a copy of our registration certificate enclosed herein as Annexure A and declaration regarding our registration with SEBI as Annexure B.

We also confirm that we have not been prohibited by SEBI to act as an intermediary in capital market issues. We confirm that we have not been prohibited to act as a debenture trustee by the SEBI.

We also agree to keep strictly confidential, until such time as the proposed transaction is closed, (i) the nature and scope of this transaction, and (ii) our knowledge of the proposed transaction of the Bank.

We confirm that we will immediately inform the Bank of any change to the above information until the date when the proposed issue of Bonds commence trading on the Stock Exchange. In the absence

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Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

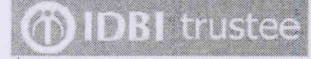
कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

IDBI Trusteeship Services Ltd.
CIN : U65991MH2001GOI131154



of any such communication from us, the above information should be taken as updated information until the Bonds commence trading.

This letter may be relied upon by you, the investors and the legal advisor to the Issue in respect of the Issue.

Sincerely
For IDBI Trusteeship Services Limited




Name: Harsha Bohra
Designation: Assistant Manager

CC:

Khaitan & Co
One World Centre
10th, 13th & 14th Floor, Tower 1C,
Senapati Bapat Marg,
Mumbai 400 013
Maharashtra, India

कृते इण्डियन ओवरसीज़ बैंक.
For Indian Overseas Bank

उप महा प्रबंधक
General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

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Website : www.idbitrustee.com

कृते इण्डियन ओवरसीज़ बैंक.
For Indian Overseas Bank

उप महा प्रबंधक
General Manager

डिबेंचर त्‍र‍्‍स्ता

FORM-8

DEBENTURE TRUSTEE

भारतीय प्रतिभूति और विनियम बोर्ड
SECURITIES AND EXCHANGE BOARD OF INDIA

(डिबेंचर त्‍र‍्‍स्ता) चि‍लियम, 1993
(DEBENTURE TRUSTEE) REGULATIONS, 1993

000 263

चि‍लियम 8)
(Regulation 8)

पंजिस्‍तीकरण प्रमाणपत्र
CERTIFICATE OF REGISTRATION

- 1) बोर्ड भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992 के अंतर्गत विनियम 8 के तहत डिबेंचर त्‍र‍्‍स्ता और चि‍लियम के तहत पंजीकृत डिबेंचर त्‍र‍्‍स्ता को चि‍लियम 12 के अंतर्गत (1) द्वारा प्रदान की गई शक्तों का उपयोग करके यह
- 1) In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the debenture trustee the Board hereby grants a certificate of registration to

**IDBI TRUSTEESHIP SERVICES LIMITED
ASIAN BUILDING, GROUND FLOOR
17, R. KAMANI MARG
BALLARD ESTATE
MUMBAI-400 001**

जो नियमों में, शर्तों के अधीन रहने हुए, और चि‍लियम के अंतर्गत विनियम 8 के तहत पंजीकृत डिबेंचर त्‍र‍्‍स्ता को प्रमाणपत्र प्रदान किया जाता है।
as a debenture trustee subject to the conditions in the rules and in accordance with the regulations.

- 2) डिबेंचर त्‍र‍्‍स्ता के लिए पंजिस्‍तीकरण कोड
- 2) Registration Code for the debenture trustee is

IND000000460

- 3) जब तक नवीकरण न किया जाए, पंजिस्‍तीकरण प्रमाणपत्र
- 3) Unless renewed, the certificate of registration is valid from

This certificate of registration shall be valid unless it is suspended or cancelled by the board

स्थान Place

MUMBAI

तारीख Date

FEBRUARY 14, 2017



भारतीय प्रतिभूति और विनियम बोर्ड
By order
For and on behalf of
Securities and Exchange Board of India

MEDHASONPAROTE

अधिकृत हस्ताक्षरकर्ता / Authorised Signatory

**कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank**

उप महा प्रबंधक / Deputy General Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

IDBI Trusteeship Services Ltd.

CIN : U65991MH2001GO1131154



Annexure B

Ref. No. 11469/ITS/OPR/25-26

Date: November 19, 2025

Indian Overseas Bank
763, Anna Salai,
Chennai, Tamil Nadu - 600002

Dear Ma'am/Sir

Sub: Proposed issuance of unsecured, non-convertible, taxable, listed, fully paid up, redeemable, base III compliant tier II bonds in the nature of debentures (Series VI) with a face value of Rs. 1,00,00,000 (Indian Rupees One Crore) each for cash at par for an aggregate total issue size not exceeding Rs. 1000,00,00,000 (Indian Rupees One Thousand Crore) with a base issue size of Rs. 200,00,00,000 (Indian Rupees Two Hundred Crore) and a green shoe option to retain oversubscription up to Rs. 800,00,00,000 (Indian Rupees Eight Hundred Crore), by Indian Overseas Bank ("Bank" / "Issuer") in dematerialised form (hereinafter referred to as the "Debentures") on a private placement basis ("Issue")

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

1. Registration Number	IND000000460
2. Date of registration/ Renewal of registration	February 14, 2017
3. Date of expiry of registration	Perpetual
4. If applied for renewal, date of application	-
5. Any communication from SEBI prohibiting the entity from acting as an intermediary	No
6. Any enquiry/ investigation being conducted by SEBI	No
7. Details of any penalty imposed by SEBI	NIL

We hereby enclose a copy of our SEBI registration certificate.

We shall immediately intimate the Bank of any changes, additions or deletions in respect of the matters covered in this certificate till the date when the securities of the Bank, offered, issued and allotted pursuant to the issue, are traded on the relevant Stock Exchange. In the absence of any such communication the listing and trading of the non-convertible debentures on the relevant Stock Exchange.

Sincerely
For IDBI Trusteeship Services Limited

Name: Harsha Bohra
Designation: Assistant Manager

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : its@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

Part B: Offer Letter of the Debenture Trustee

IDBI Trusteeship Services Ltd.
CIN : U65991MH2001GOI131154



No. 10347/ITSL/OPR/CL/2025-26/DEB/768
Date: 30th September, 2025

To,
Indian Overseas Bank,
Investor Relations Cell,
Central Office - P.O. No. 3765,
263 Anna Salai, Chennai - 600 002.

Smt. Smt. Sankala S. Parthiv (Deputy General Manager)

Dear Sir/Madam,

Commercial for appointment as Debenture Trustee for the proposed issuance of Peril Bonds aggregating up to INR 1000 crores (Rupees One Thousand Crores Only) with face value of Rs. 200 crores and Green-shield option of Rs. 800 crores, on a Private Placement Basis (i.e. "NCDs")

This is with reference to your e-mail dated 29th September, 2025 regarding the commercial for appointment of IDBI Trusteeship Services Limited ("ITSL") as Debenture Trustee for the proposed issuance of the NCDs.

At the request of Indian Overseas Bank, we indicate our trusteeship commercial for the said assignment as follows:

Charge Heads	Terms
Acceptance Fees	INR 16,500/- plus applicable GST (One-time payment, payable upfront, non-refundable and shall not be subject to calculation of any transaction documents) Nil
Service Charges	Nil
Delayed Payment Charges	In case the payment of Acceptance Fees & Service Charges are not received within a period of 30 days from the date of the Bill, ITSL reserves the right to charge "delayed payment charges" @ 12% p.a. on the outstanding amount.
Out of Pocket Expenses & Statutory Dues	Would be reimbursed on actual basis within 30 days of the claim.
Validity	This consent letter is valid for a period of three (3) days from the date of the letter and shall stand automatically cancelled/revoked/withdrawn without any further communication/ intimation to the issuer unless otherwise intimated by it. The consent letter shall not be construed as giving rise to any obligation on the part of ITSL to act as debenture trustee unless the issuer communicates acceptance to ITSL within 3 days from the date of issuance of this letter and the issuer also executes trusteeship documents.

Any enforcement consequent to the event of default (EOD) would attract separate charges.

Disclaimer: This consent letter is merely an acceptance of the fee to execute the Debenture Trustee Agreement. Issuance of this consent letter shall not be construed that ITSL has given the acceptance to act as a Debenture Trustee for the above referred NCD issuance.

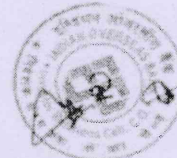
Assuring you of our best services at all times.

Yours faithfully,
For IDBI Trusteeship Services Limited

Authorized Signatory

We accept the above terms
For Indian Overseas Bank

Authorized Signatory



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

FOR IDBI TRUSTEESHIP SERVICES LTD.

Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, **AUTHORISED SIGNATORY**
Tel. 022-4682 2000 • Fax 022-4682 1776 • Email : itl@idbitrustee.com • response@idbitrustee.com
कृते इण्डियन ओवरसीज़ बैंक
For Indian Overseas Bank

उप महा प्रबंधक Deputy General Manager

उप Deputy General Manager