



IN-GJ05641286679958V



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹650

₹650 ₹650 ₹650

Certificate No. : IN-GJ05641286679958V
Certificate Issued Date : 08-Feb-2023 04:45 PM
Account Reference : IMPACC (CA)/ gj13126706/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1312670638925947233400V
Purchased by : VISTRA ITCL INDIA LTD
Description of Document : Article 14 Bond
Description : AMENDMENT AGREEMENT TO DEBENTURE TRUST DEED
Consideration Price (Rs.) : 0
(Zero)
First Party : ADITYA BIRLA HOUSING FINANCE LTD
Second Party : VISTRA ITCL INDIA LTD
Stamp Duty Paid By : VISTRA ITCL INDIA LTD
Stamp Duty Amount(Rs.) : 650
(Six Hundred And Fifty only)



₹650

IN-GJ05641286679958V

JD 0037537893

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SUPPLEMENTARY DEBENTURE TRUST DEED

DATED FEBRUARY 13, 2023

TO

THE DEBENTURE TRUST DEED EXECUTED ON JUNE 25, 2021

BY AND BETWEEN

**ADITYA BIRLA HOUSING FINANCE LIMITED
("Company")**

AND

**VISTRA ITCL (INDIA) LIMITED
("Debenture Trustee")**



AMENDMENT AGREEMENT TO DEBENTURE TRUST DEED

This **AMENDMENT AGREEMENT TO DEBENTURE TRUST DEED** dated June 25, 2021 is made at **Ahmedabad** as on this 13th day of February, 2023, ("**Agreement**") **AMONGST**:

ADITYA BIRLA HOUSING FINANCE LIMITED (ABHFL), a company incorporated under the Companies Act, 1956 having CIN U65922GJ2009PLC083779 and its registered office at Indian Rayon Compound, Veraval, Gujrat - 362266 (hereinafter referred to as the "**Issuer**", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **FIRST PART**;

AND

VISTRA ITCL (INDIA) LIMITED, a company incorporated under the laws of India having CIN U66020MH1995PLC095507 and its registered office at IL & FS Financial Centre, Plot No C-22, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra – 400 051, India, acting as the debenture trustee (hereinafter referred to as the "**Debenture Trustee**" which expression shall unless repugnant to the context or meaning thereof include its respective successors, and permitted assigns) the **OTHER PART**.

Each of the parties mentioned hereinabove shall be individually referred to as the "**Party**" and collectively as the "**Parties**".

All capitalized terms/ expressions not defined herein shall have the same meaning as ascribed to them in the debenture trust deed, dated as of June 25, 2021 executed by and between the Issuer and Debenture Trustee (as amended or modified from time to time, the "**Debenture Trust Deed**").

WHEREAS:

- A. We refer to the Debenture Trust Deed executed on June 25, 2021 ("Debenture Trust Deed") for the proposed issuance of 20,000 secured, listed / unlisted, dematerialised, redeemable, non-convertible debentures (NCDs) of the face value of Rs. 10,00,000/- each, of the aggregate nominal value of Rs. 2,000 Crore, out of which Debentures aggregating up to Rs. [310,00,00,000]/- (Rupees Three Hundred and Ten Crores only) are yet to be issued by the Company.
- B. Securities and Exchange Board of India vide its circular no. SEBI/HO/DDHS/CIR/P/2022/00144 dated October 28, 2022 mandated revision in Chapter V of the operational circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Papers) which prescribes provisions pertaining to denomination of issuance and trading of Non-convertible securities that the face value of each debt security or non-convertible redeemable preference share issued on private placement basis shall be Rs. One Lakh. Accordingly, the Debenture Trust Deed is to be amended for compliance with this circular.
- C. The Company has requested the Debenture Trustee for amending the definition of "Debentures" or "NCDs" or "Non-Convertible Debentures" as provided in the Debenture Trust Deed executed on June 25, 2021 only to the extent of the balance non-convertible debentures yet to be issued. Pursuant thereto, the Debenture Trustee has agreed to amend the said definition in the manner hereinafter appearing.



- D. Accordingly, the Parties are desirous of executing this Supplementary Debenture Trust Deed in the manner hereinafter appearing.
- E. Pursuant to the above, the Issuer had appointed Vistra ITCL (India) Limited as the Debenture Trustee for the benefit of the Debenture Holders for the Debentures in terms of the debenture trustee appointment agreement dated June 25, 2021 ("**Debenture Trustee Appointment Agreement**"), as amended from time to time.
- F. The Parties are now, upon the instructions of the Debenture Holders, securing the Debentures by creating security over Debenture Holders' Revenue Share, and the Debenture Holders' Entitlement Account.
- G. The Parties hereto are desirous of recording the terms of the amendment to the Debenture Trust Deed in order to secure the Debentures.

1. **AMENDMENTS TO THE DEBENTURE TRUST DEED:**

Definition of "Debentures" of Clause 1.1 of the Debenture Trust Deed shall stand deleted in its entirety and shall be replaced as follows:

Debentures" or "NCDs" or "Non-Convertible Debentures" means the 2,00,000 secured, listed / unlisted, dematerialised, redeemable, non-convertible debentures (NCDs) of the face value of Rs. 1,00,000/- each, of the aggregate nominal value of Rs. 2,000 Crore, constituted and issued by the Company from time to time in one or more series in Electronic (Dematerialised) Form to the Beneficial Owner(s), whose names appear in the List of Beneficial Owner(s) given/held by the Depository viz., NSDL/CDSL as the case may be on the terms and conditions as provided in the Private Placement Document as well as in terms of these presents and in the manner described in the Fourth Schedule hereunder written.

2. **Representations and Warranties of the Issuer**

The Issuer hereby represents and warrants as follows:

- (a) the Issuer is a company duly organised, validly existing and in good standing under the laws of India and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;
- (b) the Issuer has full corporate power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof. The executants of this Agreement, on behalf of the Issuer, has been duly empowered and authorised to execute the same and/or perform all its obligations in accordance with the terms contained herein;
- (c) the Debenture Documents have been duly executed by the parties thereto under due authorization and the same are valid, binding and enforceable against the executants thereto;



- (d) all information set forth in this Agreement, in relation to the Debentures, Debenture Documents and the underlying Security Interest, is true and correct and complete in all respects;
- (e) there are no litigation/legal proceedings pending/commenced or initiated indirectly or directly against the Issuer;
- (f) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor the fulfilment of or compliance with the terms and conditions of this Agreement, conflict with or will result in a breach of any contract or agreement to which the Issuer may be a party or of any law by which the Issuer is bound thereby making this Agreement void;
- (g) all the representation and warranties as set out in the Agreement are true and correct in all respects as on date hereof; and
- (h) as on date hereof, no Event of Default or Potential Event of Default has occurred and/ or is continuing under the Debenture Documents.
3. The provisions under Clause 40 (*Notices*) of the Debenture Trust Deed shall apply to this Agreement mutatis mutandis.
4. The stamp duty, registration charges, if any, and all other levies payable with respect to this Agreement shall be borne and paid by the Issuer.
5. No failure or delay on the part of the Debenture Trustee in exercising any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Such waiver must be in writing and must be executed by an authorised officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative a without prejudice to the other remedy or benefit, as the case may be.
6. This Agreement shall be governed by, and construed in accordance with, the laws of India.
7. The provisions of clause 42 (*Governing Law and Jurisdiction*) shall apply mutatis mutandis to this Agreement including the provisions as inserted by virtue of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
9. The terms or provisions of this Agreement may be modified, amended, supplemented, waived, or discharged only in writing signed by the Parties hereto.
10. The Issuer hereby agrees and undertakes to indemnify the Debenture Trustee and their respective directors, employees, officers and representatives (hereinafter "**Indemnified Parties**") against any losses, claims, liabilities, expenses or damages



whether by way of costs, charges, expenses, litigation penalty or howsoever sustained or incurred by them as a result of, or in connection with, or arising out of: (i) the execution, delivery or performance of this Agreement or the consummation of the transaction or any other transactions contemplated hereby (including without limitation any stamp duty or other levies required to be paid, whether for any enforcement action or otherwise, or if any public official impounds this Agreement or any copy thereof for the payment of stamp duty, or the collector of stamps or any other competent authority determines any stamp duty and/or penalties are due in relation to this Agreement), and/ or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnified Party is party thereto, save and except for any fraud, gross negligence or wilful misconduct of the Indemnified Party.

11. This Agreement shall come into effect from the date of execution of this Agreement.
12. References in this Agreement to "Debenture Trust Deed" shall, following the amendment of the Debenture Trust Deed pursuant to Clause 1 above and, unless the context otherwise requires, be a reference to the Debenture Trust Deed as amended by this Agreement.
13. The Parties agree that this Agreement is a Debenture Document.

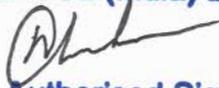
IN WITNESS WHEREOF, the Issuer have caused its Authorised Signatory(ies) to execute these presents on the day, month and year first above written and the other Party has caused the same to be executed by the hand of its Authorised Signatory as hereinafter appearing.

SIGNED AND DELIVERED BY the within named Issuer, **Aditya Birla Housing Finance Limited** by the hand of **Puneet Bhasin** its authorized official pursuant to its board resolution dated January 27, 2023.



AND

SIGNED AND DELIVERED by the within named **VISTRA ITCL (INDIA) LIMITED**, in its capacity as Debenture Trustee, by the hands of HITESH CHAUHAN, its authorised official.

For Vistra ITCL (India) Limited

Authorised Signatory