



25/3/2024
தமிழ்நாடு தமில்நாடு TAMILNADU
Ahmedabad maliya Tollway
Limited

DN 378335

A.S. SIVASUNDARAI

STAMP VENDOR

L.No.12144/M1/96, Dt.30.9.97

No.159, Arcot Road, Porur, Ch-11

This Stamp paper forms an integral part of the 3rd Master Supplementary Debenture Trust Deed executed between Ahmedabad Maliya Tollway Limited and Catalyst Trusteeship Limited on 30th March, 2024 at Chennai.

For Ahmedabad - Maliya Tollway Limited


Authorised Signatory

For Catalyst Trusteeship Limited


Authorised Signatory

3rd MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

DATED 30th MARCH, 2024

BY AND BETWEEN

AHMEDABAD MALIYA TOLLWAY LIMITED

AND

CATALYST TRUSTEESHIP LIMITED

3rd MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

This 3rd master supplementary debenture trust deed (hereinafter referred to as the “3rd Master Supplementary Debenture Trust Deed”) in relation to the Debenture Trust Deed(s) (“Principal Deeds”) is made on 30th March, 2024 at Chennai.

BY AND BETWEEN

AHMEDABAD MALIYA TOLLWAY LIMITED (formerly known as L&T Ahmedabad Maliya Tollway Limited), a company incorporated under the Companies Act, 1956 having its registered office at Mount Poonamallee Road, Post Box No 979, Manapakkam, Chennai – 600 089 (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors) of the **ONE PART**;



AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 and branch office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001 (hereinafter referred to as the “**Debenture Trustee**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

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

WHEREAS:

- A. The Parties had entered into a debenture trust deed on October 24, 2017 (“**Debenture Trust Deed**”) hereunder for recording the terms and conditions for issuance of Debentures by the Company in accordance with the provisions of the Companies Act, 2013 and the regulations applicable to issue of debentures notified by the Securities Exchange Board of India (“**SEBI**”) from time to time.
- B. Thereafter, certain amendments were brought by SEBI in the debenture circulars and accordingly, the Parties had entered into a 2nd master supplementary debenture trust deed dated September 11, 2023 (“**2nd Master Supplementary Debenture Trust Deed**”) in accordance with the applicable laws including the terms stipulated under the respective debenture circulars (hereinafter the Debenture Trust Deed and the 2nd Master Supplementary Debenture Trust Deed are collectively referred to as the “**Principal Deed(s)**”).
- C. Now, the Company is desirous of making certain amendments to the terms of the Principal Deed. In this regard, the Company has received an in principal approval issued by the Bombay Stock Exchange for amendment in the terms of the Principal Deed vide letter dated March 28, 2024 bearing reference number DCS/COMP/MJ/IP/77/23-24.
- D. In view of the above, the Debenture Trustee and the Company have agreed to carry out certain amendments as detailed in this 3rd Master Supplementary Debenture Trust Deed.

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Company		Debenture Trustee

NOW THIS 3RD MASTER SUPPLEMENTARY DEBENTURE TRUST DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used but not otherwise defined in this 3rd Master Supplementary Debenture Trust Deed shall have the meanings assigned to them in the Principal Deed.
2. The Principal Deed shall stand amended as stated below:

- (a) The following definition under Article 1.1 (*Definitions*) shall be inserted to read as under:

““Early Redemption” shall mean, any time before the actual redemption date of August 28th, 2030 and in this regard the board of directors shall exercise their power by passing a resolution to enable the early redemption of the Debentures.”

- (b) The following Clause 4A (*Early Redemption*) shall be inserted after Clause 4 (*Call Option*) in Schedule II of the Principal Deed to read as under:



“4A Early Redemption

- (a) *The Company shall have the right to exercise Early Redemption, by giving a notice, in writing, to the Debenture Holders (with a copy marked to the Debenture Trustee).*

- (b) The following definition under Article 1.1 (*Definitions*) shall be amended and shall be substituted to read as under:



““Record Date” shall mean the date which will be used to determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date which shall be the date falling 1 (one) calendar day prior to any Due Date”.”

3. If any provision of this 3rd Master Supplementary Debenture Trust Deed is held to be illegal, invalid, or unenforceable under any present or future law (a) such provision will be fully severable; (b) this 3rd Master Supplementary Debenture Trust Deed will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this 3rd Master Supplementary Debenture Trust Deed will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.
4. This 3rd Master Supplementary Debenture Trust Deed may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument and each of them shall be an independent agreement.
5. In the event of any dispute arising out of or in connection with this 3rd Master Supplementary Debenture Trust Deed, the provisions relating to governing law, jurisdiction and dispute resolution, as applicable to the respective Principal Deeds shall apply *mutatis mutandis* to this 3rd Master Supplementary Debenture Trust Deed.
6. In the event of any conflict or inconsistency of any term or provision set forth in this 3rd Master Supplementary Debenture Trust Deed and the respective Principal Deeds, to the extent of such

	
Company	Debenture Trustee

conflict or inconsistency, the terms of this 3rd Master Supplementary Debenture Trust Deed shall prevail.

7. Save and except as hereby expressly provided nothing herein contained shall or shall deem to limit or prejudicially affect the rights and benefits created in favour of the Debenture Trustee under the Transaction Documents.
8. This 3rd Master Supplementary Debenture Trust Deed shall be read as an integral part of the Principal Deed.
9. The Company agrees and declares that save and except as modified by this 3rd Master Supplementary Debenture Trust Deed, all the respective provisions, covenants, conditions and stipulations contained in the Principal Agreement shall in all other respect remain in full force and effect and binding on the Company and this 3rd Master Supplementary Debenture Trust Deed shall be construed as an addition and supplemental to the Principal Deed and all the other terms and conditions of said Principal Deed shall apply mutatis mutandis to this 3rd Master Supplementary Debenture Trust Deed.

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Company	Debenture Trustee

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this 3rd Master Supplementary Debenture Trust Deed on the date and year first hereinabove written.

SIGNED AND DELIVERED by the within named)

AHMEDABAD MALIYA TOLLWAY LIMITED)

being the Company within named)

by the hand of **Mr. P. S Kapoor**)

an authorised representative of the Company)

For Ahmedabad - Maliya Tollway Limited



Authorised Signatory

SIGNED AND DELIVERED by the within named)

CATALYST TRUSTEESHIP LIMITED)

in its capacity as Debenture Trustee)

by the hand of **Mr. Rajanish Sekhar. T. Tonpe**)

an authorised Representative of)

the Debenture Trustee)

For Catalyst Trusteeship Limited



Authorised Signatory