

Date: March 30, 2021

Ref: Samfin/BSE/41/2020-21

To
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai 400 001

Company Scrip Code: 958328

Sub: Intimation under Regulation 51 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: SEBI Circular No. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020 regarding Monitoring and Disclosures by Debenture Trustee(s)

Ref: ISIN: INE551U07076, INE551007084, INE551U07126 and INE551U07100
Scrip Code: 959702, 959703, 960093 and 959798

Dear Sir/Madam,

With reference to the captioned subject and pursuant to the above referred SEBI Circular and SEBI (Debenture Trustees) Regulations, 1993 ("DT Regulations"), and in reference to the Debentures issued and listed by the Company on BSE Limited under the abovementioned ISINs, we hereby inform you that the Company has entered into a Master Supplementary Deed dated March 05, 2021 executed between the Company and Debenture Trustee i.e., Catalyst Trusteeship Limited in relation to the listed Non-Convertible Debentures ("NCDs") on Private Placement basis.

A Copy of the said Master Supplementary Deed is enclosed for your information and records.

Kindly request you to take the same on record.

Thanking you,

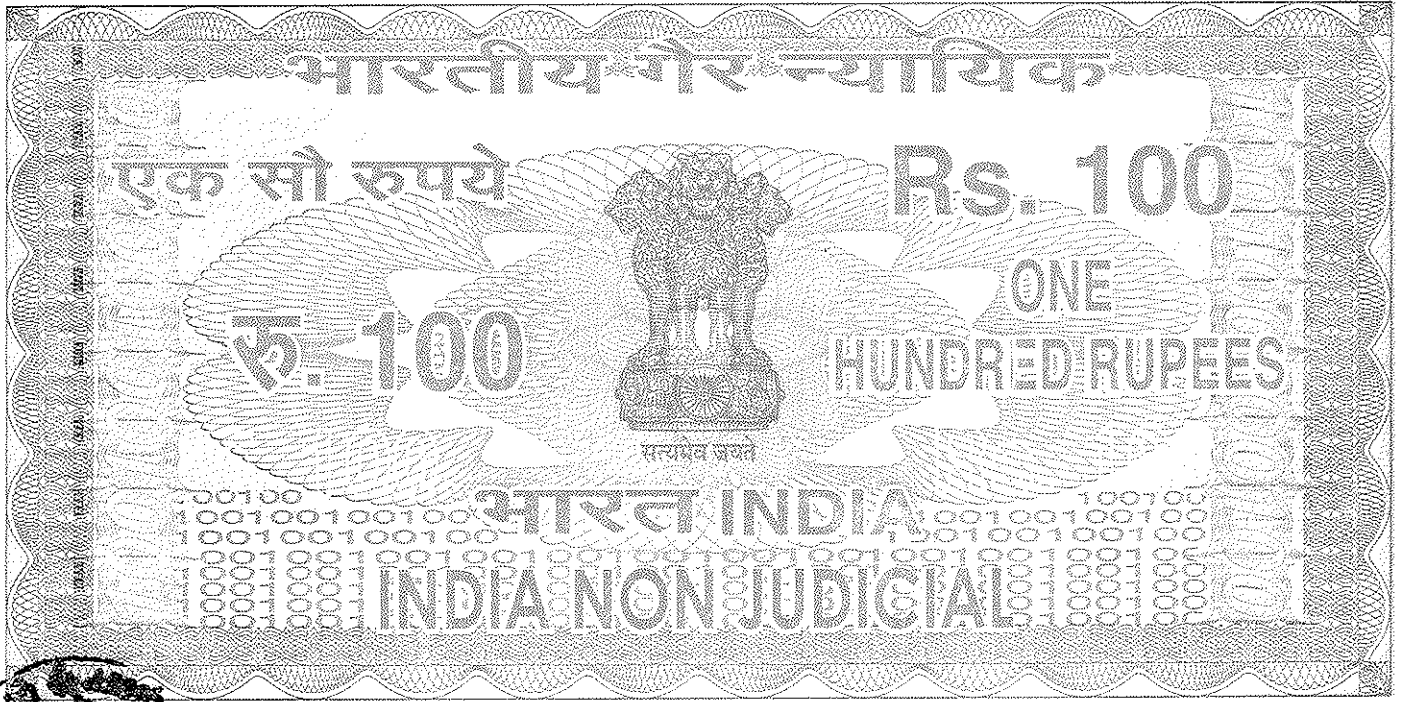
Yours Faithfully

For Samunnati Financial Intermediation & Services Private Limited



Ashwini Venkataraman
Company Secretary & Compliance Officer

Encl: as above



தமிழ்நாடு TAMILNADU

12 2 FEB 2021

CC 843052

Samunnati Financial Intermediation & Services Pvt. Ltd.

A. SATHISH KUMAR
STAMP VENDOR
LIC No. 7/976/B3/96
TRIC

This stamp paper forms an integral part of the Master Supplementary Deed dated March 05, 2021 between Samunnati Financial Intermediation & Services Private Limited and Catalyst Trusteeship Limited.



தமிழ்நாடு தமில்நாடு TAMILNADU

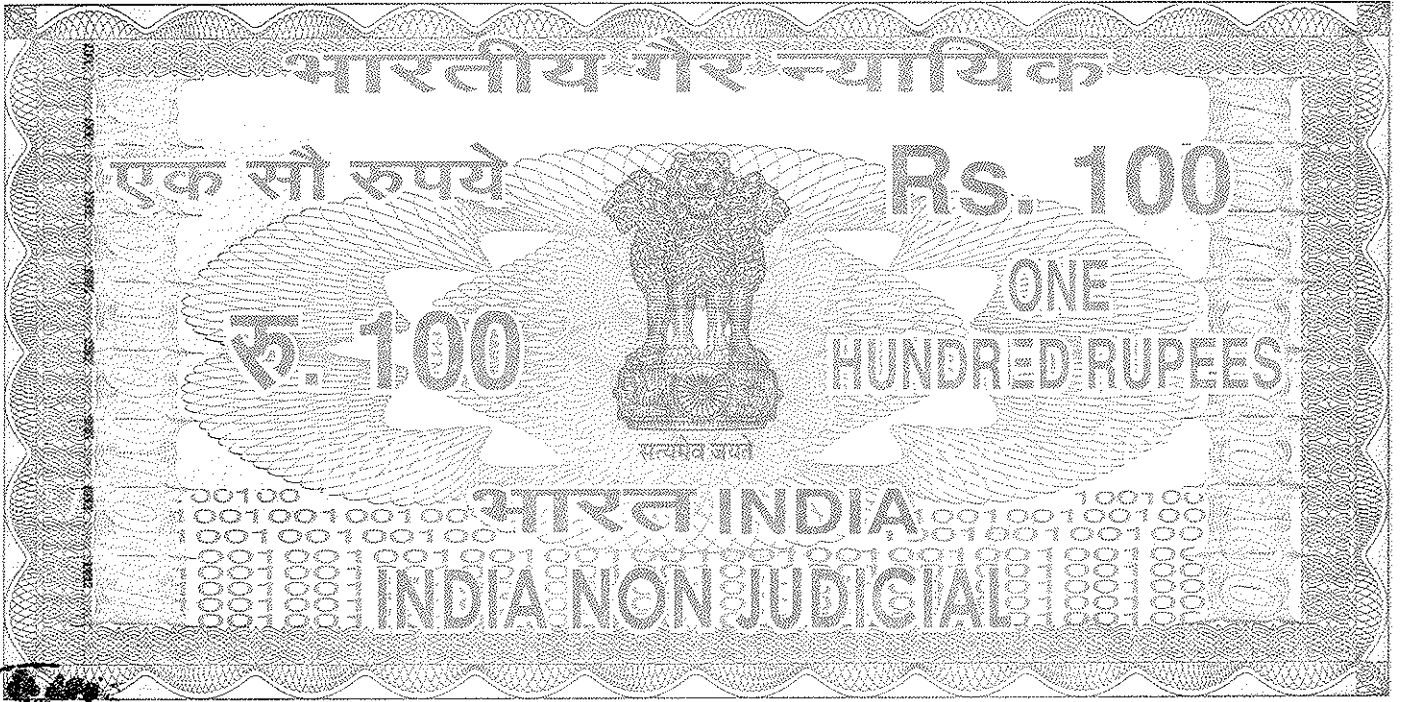
12 2 FEB 2021

CC 843053

Samunnati Financial Intermediation & Services Pvt. Ltd.

A. SATHISH KUMAR
SCALE VENDOR
LIC No. 718.6/B3/96
TRIFL. COE. CHENNAI-600 005.
Phone: 26652346, 45566661

This stamp paper forms an integral part of the Master Supplementary Deed dated March 05, 2021 between Samunnati Financial Intermediation & Services Private Limited and Catalyst Trusteeship Limited.



சுமண்தி தமில்நாடு தமில்நாடு TAMILNADU

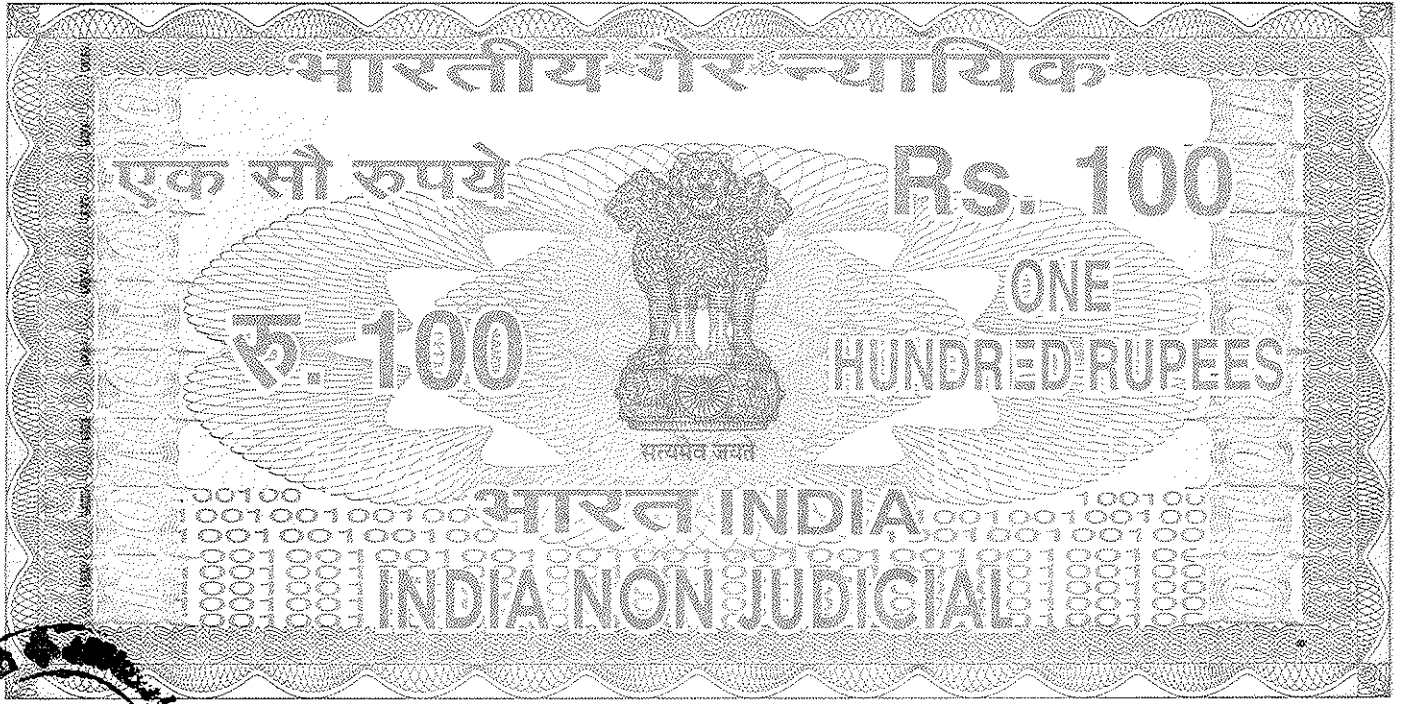
22 FEB 2021

CC 843055

Samunnati Financial Intermediation & Services Pvt. Ltd.

A. SATISH KUMAR
STAMP VENDOR
LIC No. 7/876/B3/96
TRIPPLICANE, CHENNAI-600 005.
Phone: 28552346, 45566661

This stamp paper forms an integral part of the Master Supplementary Deed dated March 05, 2021 between Samunnati Financial Intermediation & Services Private Limited and Catalyst Trusteeship Limited.



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12 2 FEB 2021

CC 843057

Samunnati Financial Intermediation & Services Pvt. Ltd.

A. SATHISH KUMAR
STAMP VENDOR
LIC No. 7/876/S3/96
TRIPPLICATE, CHENNAI-600 005.
Phone: 2332346, 45666661

This stamp paper forms an integral part of the Master Supplementary Deed dated March 05, 2021 between Samunnati Financial Intermediation & Services Private Limited and Catalyst Trusteeship Limited.

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MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

DATED 5th March, 2021

TO

THE DEBENTURE TRUST DEED(S) LISTED IN SCHEDULE I HERETO

BY AND BETWEEN

SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED

AND

CATALYST TRUSTEESHIP LIMITED

MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

This master supplementary debenture trust deed (hereinafter referred to as the “**Supplementary Deed**”) in relation to the Debenture Trust Deed(s) as detailed in Schedule I hereunder (“**Principal Deeds**”), is made on 5th March, 2021 at Chennai, India.

BY AND BETWEEN

1. **SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 with its corporate identity number **U65990TN2014PTC096252** and having its registered office at Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvanmiyur, Chennai, Tamil Nadu - 600041, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns) of the **ONE PART**;

AND

2. **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 1956 with corporate identity number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud,, Pune-411038 and Delhi Office: 810, 8th Floor Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001 and Mumbai Office: Windsor, 6th Floor, OfficeNo-604, C.S.T. Road, Kalina, Santacruz(East), Mumbai-400098, in its capacity as debenture trustee for the debenture holder(s) (hereinafter referred to as the “**Debenture Trustee**”, which expression shall, unless repugnant to the subject or context thereof, and include its successors and assigns) of the **OTHER PART**.

Each of the parties mentioned above are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Parties have entered into Principal Deeds as listed in Schedule 1 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 Securities Exchange Board of India (“**SEBI**”), from time to time.
- B. SEBI has amended certain provisions of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Debenture Trustee) Regulations, 1993 through its Gazette Notifications nos. 34 and 35, respectively and each dated October 8, 2020. Further, SEBI has issued certain guidelines regarding debt instruments and debenture trustees through its circulars bearing reference numbers (i)SEBI/HO/DDHS/CIRP/P/103/2020 and dated June 23, 2020(ii) SEBI/HO/DDHS/CIR/P/2020/198 and dated October 5, 2020; (iii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 and dated October 13, 2020;

(iv) SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020; (v) SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; and (vi) SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and dated November 12, 2020 (collectively referred to as the "Debenture Circulars").

- C. In accordance with the applicable laws including the terms stipulated under the Debenture Circulars, the Parties are now desirous of making amendments to the Principal Deeds by executing this Supplementary Deed.

NOW THIS SUPPLEMENTARY DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Definitions and Interpretation

- 1.1. Unless otherwise expressly stated or defined or the context otherwise requires for herein, words and expressions defined herein shall have the same meaning attributed to them under the Principal Deeds.
- 1.2. The rules of the interpretation applicable in the Principal Deeds shall apply *mutatis mutandis* to this Supplementary Deed.
- 1.3. The Supplementary Deed henceforth is to be read, interpreted and construed in conjunction with and harmoniously with other provisions of the Principal Deeds. In case of conflict between this Supplementary Deed and the Principal Deeds, the provisions of this Supplementary Deed shall override those of the Principal Deeds.
- 1.4. This Supplementary Deed and the respective Principal Deeds shall be deemed to be consolidated to form and read as one debenture trust deed. Subject to the variations contained in this Supplementary Deed, the Parties agree that all existing terms and conditions of the Principal Deeds not expressly varied, amended, substituted or modified herein shall apply and remain in full force and effect and be read, constructed, enforced as if the terms and conditions of this Supplementary Deed were inserted in the Principal Deeds by way of addition, variation and/or substitution, as the case may be.

2. Amendments to the Principal Deeds

- 2.1. New definitions shall be included in the existing Definitions clause of the respective Principal Deeds as follows:

"Recovery Expense Fund" shall mean fund contributed by the Company towards creation of a recovery expense fund as required to be created in terms of the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time.

“SEBI Debenture Circulars” shall mean circulars regarding debt instruments and debenture trustees issued by SEBI bearing reference numbers (i) SEBI/HO/DDHS/CIR/P/2020/198 and dated October 5, 2020; (ii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 and dated October 13, 2020; (iii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020; (iv) SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; and (v) SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and dated November 12, 2020”

- 2.2. Immediately after the last provision/ article/ section/ clause of the respective Principal Deeds, the following shall be inserted:

“In order to incorporate the terms of the SEBI Debenture Circulars within this Deed, all the provisions set out under the schedule hereto named ‘Schedule – SEBI AMENDMENTS 2020’ is hereby included as an integral part of this Deed”.

- 2.3. A new Schedule as ‘Schedule – SEBI Amendments 2020’ shall be inserted after the last existing Schedule of each respective Principal Deed as follows:

“SCHEDULE – SEBI AMENDMENTS 2020

1. Due diligence on continuous basis

- (i) *The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Debenture Trustee) Regulations, 1993, the listing agreement of the stock exchange(s) where the Debentures are listed, this Deed and any other regulations issued by SEBI pertaining to debt issuance.¹*
- (ii) *For the purpose of carrying out the due diligence as required in terms of the SEBI Debenture Circulars, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company’s assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.*
- (iii) *The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.²*

¹ Paragraph 2 of the SEBI Circular dated November 12, 2020 read with Regulation 15(1)(s) of DT Regulations.

² Paragraph 2.1 of the SEBI Circular dated November 12, 2020.

(iv) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/ charge is created, which shall inter alia include

- a. periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 days of the respective quarter, whichever is earlier;³
- b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;⁴
- c. details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;⁵
- d. details with respect to the assets of the Company and of the guarantors, if any, to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the debenture holders;⁶
- e. reports on the utilization of funds raised by the issue of Debentures;⁷
- f. details with respect to conversion or redemption of the Debentures;⁸
- g. details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the debenture holders and payment of monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the Applicable Law.⁹
- h. reports from the lead bank regarding the progress of the project;¹⁰
- i. details regarding monitoring of utilisation of funds raised in the issue of Debentures;¹¹
- j. certificate from the statutory auditors of the Company:
 - i. in respect of utilisation of funds during the implementation period of the project; and
 - ii. in the case of debentures issued for financing working capital, at the end of each accounting year.¹²
- k. such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

(v) The Company shall –

- a. provide such documents/information and assistance to the Debenture Trustee as required by the Debenture Trustee to carry out the necessary due diligence and

³ Regulation 15(1)(c) of SEBI (Debenture Trustees) Regulations, 1993 (“DT Regulations”).

⁴ Regulation 15(1)(d) of DT Regulations.

⁵ Regulation 15(1)(h) of DT Regulations.

⁶ Regulation 15(1)(i) of DT Regulations.

⁷ Regulation 15(1)(k) of DT Regulations.

⁸ Regulation 15(1)(m) of DT Regulations.

⁹ Regulation 15(1)(q) of DT Regulations.

¹⁰ Regulation 15(1A)(a) of DT Regulations.

¹¹ Regulation 15(1A)(b) of DT Regulations.

¹² Regulation 15(1A)(c) of DT Regulations.

monitor the asset cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

- b. submit a certificate from the statutory auditor on a half-yearly basis, giving the value of receivables/book debts, and maintenance of asset cover as per the terms of Offer Document/ Information Memorandum and/or this Deed including compliance with the covenants of the Offer Document/Information Memorandum in the manner as may be specified by the Board from time to time.¹³

(vi) The Company shall submit the following reports/ certification to the Debenture Trustee within the timelines mentioned below:

Reports/Certificates¹⁴	Timelines for submission Requirements to Debenture Trustee	Timeline for submission of reports/ certifications by Debenture Trustee
Asset cover Certificate	Quarterly basis within 45 days from end of each quarter or within such timelines as prescribed under Applicable Law	Quarterly basis within 60 days from end of each quarter or within such timelines as prescribed under Applicable Law
A statement of value of pledged securities		
A statement of value for Debt Service Reserve Account or any other form of security offered		
Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 30 days from end of each half-year or within such timelines as prescribed under Applicable Law	Half yearly basis within 60 days from end of each half-year or within such timelines as prescribed under Applicable Law.
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 days from end of each financial year or within such timelines as prescribed under Applicable Law.	Annual basis within 75 days from end of each financial year or within such timelines as prescribed under Applicable Law.
Valuation report and title search report for the immovable/movable assets, as applicable		

(vii) The Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property to

¹³ Regulation 15(1)(i) of DT Regulations. This shall be required in cases where listed debt securities are secured by way of receivables/ book debts.

¹⁴ Paragraph 2.1 of the SEBI Circular dated November 12, 2020.

the extent necessary for discharging its obligations¹⁵ and the Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, it shall be reimbursed forthwith by the Company upon request.”

2. Recovery Expense Fund

- (i) The Company shall maintain Recovery Expense Fund as per the provisions of SEBI (Debenture Trustees) Regulations, 1993 and any circulars, guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the transaction documents.¹⁶
- (ii) Creation of Recovery Expense Fund: The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.¹⁷ The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee.¹⁸
- (iii) Utilisation of Recovery Expense Fund: In the event of default, the Debenture Trustee shall obtain the consent of Debenture holders for enforcement of security and shall inform the same to the designated stock exchange. The amount lying in the Recovery Expense Fund shall be released by the designated stock exchange to the Debenture Trustee within five working days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement of Security.¹⁹
- (iv) Refund of Recovery Expense Fund to the Company: The balance in the Recovery Expense Fund shall be refunded to the Company on repayment to the Debenture holders for which a ‘No Objection Certificate (NOC)’ shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall satisfy that there is no ‘default’ on any other listed debt securities of the Company before issuing the NOC.²⁰

3. Inter Creditor Agreement(“ICA”):

¹⁵ Regulation 15(5) of DT Regulations.

¹⁶ Paragraph 1 of the SEBI Circular dated October 22, 2020.

¹⁷ Paragraph 3(a) of the SEBI Circular dated October 22, 2020.

¹⁸ Paragraph 3(c) of the SEBI Circular dated October 22, 2020.

¹⁹ Paragraphs 5 and 6 of the SEBI Circular dated October 22, 2020.

²⁰ Paragraph 7 of the SEBI Circular dated October 22, 2020

If and as applicable, ICA if executed and if mandatorily required to be executed by the Subscribers under the directions issued by Reserve Bank of India described as the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019, containing framework with a view to providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time. The Company shall conform with the guidelines issued in respect ICA by the Regulatory Authorities from time to time,

4. Forensic Audit:

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

- (i) the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and*
- (ii) final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any*

5. The Company shall provide intimation regarding:

- (i) Any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;*
- (ii) All covenants of the issue (including side letters, Event of Default clause, etc).*

6. "Nominee Director":

The Debenture Holder(s) and the Trustee shall have the right to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the Board of the Company ("Nominee Director") in the event of:

- a) Two consecutive defaults in payment of interest to the Debenture Holder(s); or*
- b) default in creation of Security for Debentures (if applicable); or*
- c) default in Redemption of Debentures;*

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Company shall appoint the Nominee Director forthwith on receiving a nomination notice from the Trustee. The Company shall take all steps necessary to amend its Articles of Association, if necessary, to give effect to the above provision."

- 7. *The Company shall ensure due compliance and adherence to the SEBI Debenture Circulars in letter and spirit***

- 3. The Borrower agrees and confirms that this Supplemental Deed does not and shall not be construed to affect any rights, title, interest whatsoever in an immovable property including**

the properties secured under the Principal Deed, if any, and does not purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, to or in any immovable property.

4. Severability

If any provisions of this Supplementary Deed becomes invalid, illegal or unenforceable in any respect under any law, then the validity, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

5. Counterparts

This Supplementary Deed may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Supplementary Deed by signing such counterparts.

6. Governing Law and Jurisdiction

In the event of any dispute arising out of or in connection with this Supplementary Deed, the provisions relating to governing law, jurisdiction and dispute resolution, as applicable to the respective Principal Deeds shall apply *mutatis mutandis* to this Supplementary Deed.

7. Inconsistency

In the event of any conflict or inconsistency of any term or provision set forth in this Supplementary Deed and the respective Principal Deed(s), to the extent of such conflict or inconsistency, the terms of this Supplementary Deed shall prevail.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Supplementary Deed on the date stated at the beginning.

SIGNED AND DELIVERED BY)
SAMUNNATI FINANCIAL INTERMEDIATION)
& SERVICES PRIVATE LIMITED,)
The 'Company' within named through its)
Authorized Signatories)
)
)
Mr. Nitin Chaudhary)

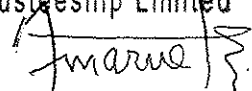
For Samunnati Financial Intermediation & Services Private Limited
Nitin Chaudhary
Authorised Signatory

SIGNED AND DELIVERED by the
CATALYST TRUSTEESHIP LIMITED
The 'Trustees' within named through its
Authorized Signatory

Mr. V. S. AMARNATH.

)
)
)
)
)
)
)

For Catalyst Trusteeship Limited


Authorized Signatory

Schedule I

PARTICULARS OF DEBENTURE TRUST DEED(S)

Serial no	Consent Letter No.	ISIN	Principal Deed (s)	Date	Issue size	Nature of issuance (private placement / public issue)
1.	CL/MUM/20-21/DEB/194	INE551U07100	Debenture Trust Deed	16-Jul-20	25 Crores	Private Placement
2	CL/MUM/20-21/DEB/332	INE551U07126	Debenture Trust Deed	23-Sep-20	33 Crores	Private Placement
3	CL/MUM/20-21/DEB/70	INE551U07076	Debenture Trust Deed	17-Jun-20	15 Crores	Private Placement
4	CL/MUM/20-21/DEB/71	INE551U07084	Debenture Trust Deed	18-Jun-20	5 Crores	Private Placement