

2nd MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

DATED September 29, 2023

TO

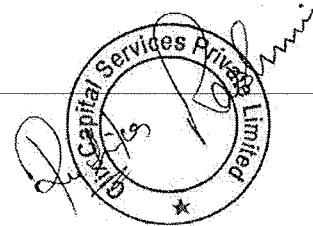
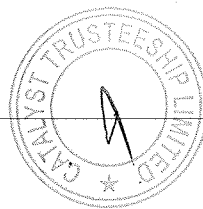
THE DEBENTURE TRUST DEED(S) LISTED IN SCHEDULE I HERETO

BY AND BETWEEN

CLIX CAPITAL SERVICES PRIVATE LIMITED

AND

CATALYST TRUSTEESHIP LIMITED



2nd MASTER SUPPLEMENTARY DEBENTURE TRUST DEED

This 2nd 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 September 29, 2023 at New Delhi

BY AND BETWEEN

1. **CLIX CAPITAL SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 with corporate identification number U65929DL1994PTC116256 and registered with the Reserve Bank of India as a non-deposit accepting systemically important non-banking finance company having its registered office at Plot No. 23, 5th Floor, Aggarwal Corporate Tower Govind Lal Sikka Marg, Rajendra Place New Delhi and corporate office at 801B, 9th Floor, Two Horizon Centre, DLF Phase-5, Gurugram, Haryana - 122002 (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**;

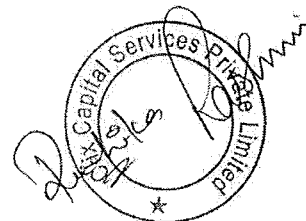
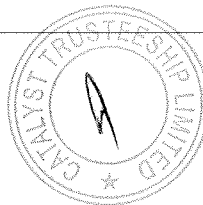
AND

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 applicable laws and also issued certain guidelines regarding debt instruments and debenture trustees through its respective debenture circulars from time to time.



- C. In accordance with the applicable laws including the terms stipulated under the respective Debenture Circulars, the Parties made amendments to the Principal Deeds by executing Master Supplementary Debenture Deed Dated September 29, 2023.
- D. Now SEBI has made the additional regulation i.e. Regulation 18 Sub-Regulation 6(A) to further amend the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 vide SEBI (Issue and Listing of Non-Convertible Securities) (Amendment) Regulations, 2023 on 2nd February, 2023.
- E. In accordance with the said regulations to comply with the applicable regulation, the parties are now desirous of making amendment to Principal Deed by executing this 2nd Master Supplementary Debenture Trust Deed

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

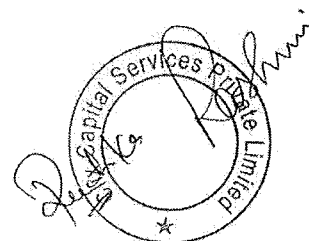
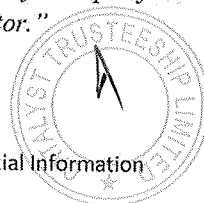
1. Definitions and Interpretation

- 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

New sub clause shall be included in the existing clause of Nominee Director of the respective Principal Deeds as follows. Existing clause numbers of Nominee Director clause of respective Principal Deeds are listed in Schedule 1 hereunder :

"The company shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director."



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**

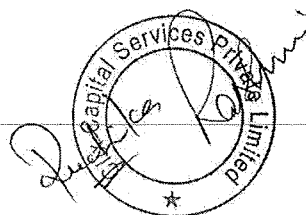
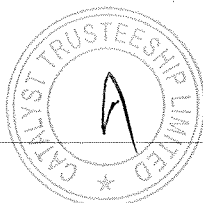
This Supplementary Deed may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Supplementary Deed by signing such counterparts.

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**

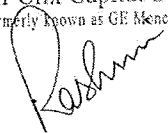

In the event of any conflict or inconsistency of any term or provision set forth in this Supplementary Deed and the respective Principal Deed(s), to the extent of such conflict or inconsistency, the terms of this Supplementary Deed shall prevail.



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)
Clix Capital Services Pvt Ltd)
The 'Company' within named through its)
Authorized Signatories)
Ms.Ruchika Sharma)
Ms.Rashmi Ameriya)

For Clix Capital Services Private Limited
(Formerly known as GE Money Financial Services Private Limited)



Authorized Signatory

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

For CATALYST TRUSTEESHIP LIMITED


Authorized Signatory

Schedule I

PARTICULARS OF DEBENTURE TRUST DEED(S)

ISIN	Series/Tranche	Principal Deed(s)	Date	Issue size	Existing clause number of Nominee Director clause	Nature of issuance (private placement / public issue)
	(as applicable)					
INE157D07DR9	CCSPL/DEB/22-23/01	Debenture Trust Deed	29-Jun-22	180,000,000.00	11.6	Private Placement
INE157D07DS7	CCSPL/DEB/22-23/02	Debenture Trust Deed	20-Jul-22	500,000,000.00	11.6	Private Placement
INE157D07DT5	CCSPL/DEB/22-23/03	Debenture Trust Deed	20-Sep-22	500,000,000.00	11.6	Private Placement
INE157D07DU3	CCSPL/DEB/22-23/05	Debenture Trust Deed	22-Sep-22	350,000,000.00	11.7	Private Placement
INE157D07DW9	CCSPL/DEB/22-23/06	Debenture Trust Deed	28-Sep-22	200,000,000.00	11.7	Private Placement
INE157D07DX7	CCSPL/DEB/22-23/07	Debenture Trust Deed	02-Mar-23	250,000,000.00	11.7	Private Placement
INE157D07DY5	CCSPL/DEB/23-24/01	Debenture Trust Deed	27-Apr-23	490,000,000.00	11.7	Private Placement
INE157D07DZ2	CCSPL/DEB/23-24/02	Debenture Trust Deed	19-May-23	350,000,000.00	11.7	Private Placement
INE157D07EA3	CCSPL/DEB/23-24/03	Debenture Trust Deed	09-Jun-23	500,000,000.00	11.7	Private Placement
INE157D07EB1	CCSPL/DEB/23-24/04	Debenture Trust Deed	28-Jun-23	500,000,000.00	11.7	Private Placement
INE157D07EC9	CCSPL/DEB/23-24/05	Debenture Trust Deed	07-Jul-23	350,000,000.00	11.7	Private Placement

