

DATED DECEMBER 03, 2024

AMENDMENT TO THE

AMENDED AND RESTATED DEED OF TRUST DATED MARCH 07, 2024

OF

INDIA GRID TRUST

BETWEEN

STERLITE POWER TRANSMISSION LIMITED

(as the Settlor and Erstwhile Sponsor)

and

ESOTERIC II PTE. LTD.

(as the Sponsor)

and

INDIGRID INVESTMENT MANAGERS LIMITED

and

AXIS TRUSTEE SERVICES LIMITED

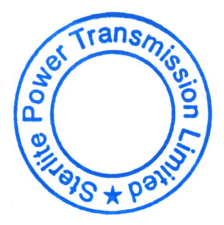
(as the Trustee)

*[Faint handwritten notes]*

*Mohini Kulkarni*



*22*  
*1/2*



Proofing Number: 3024911741

Book No. 14

Deed Related Details

Deed Name: Trust - 64 SUPPLEMENTARY TRUST

Money Related Details

Consideration Value - Rs 0/-, Copying Fee - Rs 100/-, Registration Fee - Rs 1000/-, Stamp Duty - Rs 500/-

This Document Of - Trust - 64

SUPPLEMENTARY TRUST

Presented by: SH/Smt

Mohit Vadera

S/o, W/o R/o

Axis House  
Bombay  
Dyeing Mill  
Compound  
Pandurang  
Worli  
Mumbai  
400025

VINEET GUPTA

The Office Of Sub-Registrar, Delhi this 03-12-2024 02:05:51 day Tuesday between the hours of

U.K. Shah

Registrar/Sub Registrar  
South East Defence Colony

Execution admitted by the said Shri/Ms

ASHWIN RAJPUT, URMIL KISHOR SHAH, MOHIT VADERA

and Shri/Ms

VINEET GUPTA

Who are identified by Shri/Smt/Km SUNNY S/o W/o D/o SURESH R/o b-387 dakshinpuri new delhi and AKHILESH S/o W/o D/o KALU RAM R/o A-2/968, JJ COLONY  
MADANPUR KHADAR SARITA VIHAR NEW DELHI

Content of the documents explained to the parties who understand the conditions and admit them as correct

Certified that the left or Right, as the case may be hand thumb impression of the executant has been affixed in my presence

03/12/2024 14:30:11

Registrar/Sub Registrar  
South East Defence Colony

Akhilesh

THIS AMENDMENT DEED OF TRUST is executed on this 3<sup>rd</sup> December 2024 at New Delhi ("Execution Date")

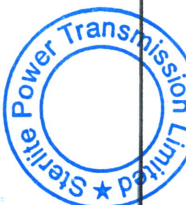
**BY AND BETWEEN:**

1. **STERLITE POWER TRANSMISSION LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered address at 4th Floor, Godrej Millennium 9 Koregaon Road, Pune, Maharashtra 411001, India, (hereinafter referred to as "SPTL" or the "Settlor" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and assigns) of the **FIRST PART**.
2. **ESOTERIC II PTE. LTD.**, a private company registered under the laws of Singapore and having its principal place of business at 2 Marina View, #11-01, Asia Square Tower 2 Singapore 018961 (hereinafter referred to as the "Esoteric" or the "Sponsor" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.
3. **AXIS TRUSTEE SERVICES LIMITED**, a company incorporated under the Companies Act, 1956, with its registered office at Axis House, Bombay Dyeing Mill Compound, Pandurang Budhkar Marg, Worli, Mumbai 400025 and a registered intermediary under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a debenture trustee having registration number IND000000494, on behalf of, and acting in its capacity as trustee to India Grid Trust, an infrastructure investment trust, registered with the Securities and Exchange Board of India under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 (hereinafter referred to as the "Trustee" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.
4. **INDIGRID INVESTMENT MANAGERS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Unit No. 101, First Floor, Windsor, Village Kolkalyan, Off CST Road, Vidyanagari Marg, Santacruz (East), Mumbai - 400 098, Maharashtra, India, acting as a confirming party, in its capacity as investment manager to India Grid Trust (hereinafter referred to as the "IIML", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**.

SPTL, Esoteric, IIML and the Trustee are individually referred to as a "Party" and collectively as the "Parties".

**WHEREAS:**

- (a) India Grid Trust ("InvIT") is an infrastructure investment trust registered with the Securities and Exchange Board of India ("SEBI") under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended or supplemented, including any guidelines, circulars, notifications and clarifications framed or issued thereunder ("InvIT Regulations"), under the registration numbered IN/InvIT/16-17/0005.
- (b) The InvIT was established by Sterlite Power Grid Ventures Limited ("SPGVL") for the purposes of carrying on the activity of an infrastructure investment trust and for making investments in SPVs (*as defined below*) or infrastructure projects or securities of Indian companies engaged in the infrastructure sector, as may be permitted, in accordance with the InvIT Regulations and the investment strategy set out in the offer documents.
- (c) SPGVL and the Trustee entered into a Deed of Trust dated October 21, 2016 ("2016 Trust Deed"), in order to settle the InvIT by declaring a trust in accordance with the Indian Trusts Act, 1882 with the Trustee, acting as the sole trustee of the InvIT in accordance with the terms and conditions contained therein and as testified by the execution thereof. On August 13, 2020, IIML, in its capacity as Investment Manager (*as defined below*) to the InvIT and the Trustee entered into a Deed of Supplementary Amendment to the 2016 Trust Deed, effective on and from May 09, 2020 ("Supplementary Deed"), amending Clause 4.1 (*Investment Objectives*) of the 2016 Trust Deed pursuant to unitholder approval received in this regard (the 2016 Trust Deed together with the Supplementary Deed, the "Initial Trust Deed").



## Document Registration Summary 2

Print Date - 03-Dec-2024

Proofing Number : 2024/9/11742

Type Of Deed Trust - 64

Sr NO	Party Name and Address	Party Type	Photo	FingerPrint	Signature
1	<b>ASHWIN RAJPUT INDIGRID INVESTMENT MANAGERS LIMITED</b> Unit No 101 First Floor Windsor Village KoleKalyan Off CST Road Vidyanagari Marg Santacruz East Mumbai 400098 Maharashtra ... Delhi, - .Pan No: .Age	AUTHOR			
2	<b>URMIL KISHOR SHAH STERLITE POWER TRANSMISSION LIMITED</b> 4th Floor, Godrej Millennium 9 Koregaon Road, Pune, Maharashtra 411001 ... Delhi, - .Pan No: .Age	AUTHOR			
3	<b>MOHIT VADERA ESOTERIC II PTE. LTD</b> principal place of business at 2 Marina View, 11-01, Asia Square Tower 2 Singapore 018961 ... Delhi, - .Pan No: .Age	AUTHOR			
4	<b>VINEET GUPTA AXIS TRUSTEE SERVICES LIMITED</b> Axis House, Bombay Dyeing Mill Compound, Pandurang Budhkar Marg, Worli, Mumbai 400025 ... Delhi, - .Pan No: .Age	TRUSTEES			

The Executants Have Admitted The Execution

Stamp No. 3 at On Dated 03-Dec-2024 02:26:59 pm

**Witness**

Sr NO	Witness Name	Witness Photo	Witness Thumb	Witness Signature
1	<b>SUNNY</b> S/o/D/o :-SURESH Address :-b-387 dakshinpuri new delhi			
2	<b>AKHILESH</b> S/o/D/o :-KALU RAM Address :-A-2/968, J J COLONY MADANPUR KHADAR SARITA VIHAR NEW DELHI			

Stamp No. 4 at 03-Dec-2024 02:27:50 pm

South East Defence Colony



- (d) Pursuant to the scheme of amalgamation approved by the National Company Law Tribunal, Mumbai in its order dated May 22, 2020 in the matter of CP (CAA) No. 3997 MB.IV 2018 connected with CA (CAA) No.707 MB.IV 2018, SPGVL merged into SPTL (its 100% holding company), effective November 15, 2020 ("**Merger Effective Date**"). IIML, on December 15, 2020 intimated the stock exchanges of the Merger Effective Date of the aforesaid merger and notified SPTL as the sponsor of the InvIT on and from November 15, 2020 (until its subsequent declassification). Accordingly, SPTL (as the successor of SPGVL) was made a party to this Deed, in its capacity as the then sponsor of the InvIT and all acts and deeds undertaken by SPGVL under the terms of the Initial Trust Deed prior to the Merger Effective Date, were deemed to be undertaken by SPTL.
- (e) On September 28, 2020, the Unitholders (*as defined below*) approved the induction of Esoteric as a sponsor of the InvIT in accordance with the InvIT Regulations.
- (f) Accordingly, the Parties entered into an amended and restated deed on January 19, 2021 in order to include Esoteric as a party to the Deed, in its capacity as a sponsor of the InvIT and set out the rights and obligations of Esoteric and SPTL in this regard ("**First Amended and Restated Deed**").
- (g) On July 6, 2023, SPTL was de-classified as a sponsor of the InvIT in accordance with the terms of the InvIT Regulations.
- (h) Pursuant to the de-classification of SPTL and the notification of a framework by SEBI on September 11, 2023, wherein eligible unitholders have the right to nominate a director on the board of directors of the investment manager of infrastructure investment trusts, the Parties, on March 7, 2024 ("**Amended Trust Deed Execution Date**"), amended and restated the First Amended and Restated Deed to reflect the relevant changes ("**Second Amended and Restated Deed**").
- (i) Pursuant to the advisory and clarification issued by the Securities and Exchange Board of India ("**SEBI**") in respect of use of certain words/expressions in the name of the InvITs dated September 12, 2024 and October 4, 2024, respectively, the Parties have agreed to change the name of the InvIT and enter into this amendment deed, ("**Amendment Deed**") which shall, from the Execution Date, amend and supplement the Second Amended and Restated Deed, in its entirety.
- (j) This Deed shall be registered under the provisions of the Indian Registration Act, 1908.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived here from, the Parties hereto agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined or provided for herein, words and expressions, including all capitalized terms used and not defined herein, shall have the meaning attributed to them in the Second Amended and Restated Deed of Trust dated March 07, 2024 as may be relevant to the context.
- 1.2 The rules of interpretation applicable to the above mentioned Second Amended and Restated Deed of Trust shall apply *mutatis mutandis* to this Amendment Deed.

## 2. AMENDMENT

- 2.1 The name of the InvIT, being "*India Grid Trust*" as set out in (i) the title clause of the Second Amended and Restated Deed; (ii) Recitals of the Second Amended and Restated Deed; (iii) Clause 2.4 of the Second Amended and Restated Deed and any other applicable clause of the Second Amended and Restated Deed, shall stand replaced with "*IndiGrid Infrastructure Trust*".

## 3. MISCELLANEOUS

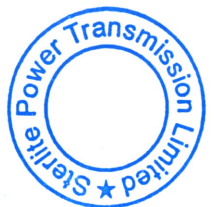
- 3.1 The Second Amended and Restated Deed of Trust shall stand modified to the extent stated in this Amendment Deed only. Except to the extent modified as per this Amendment Deed, all other terms and conditions of the Second Amended and Restated Deed of Trust, shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties.

*[Handwritten signature]*

*Mohini Kadam*



*[Handwritten signature]*



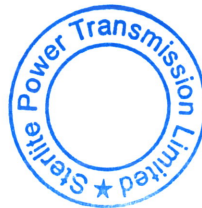
- 3.2 No addition to, modifications, variation, novation or agreed cancellation of any provision of this Amendment Deed shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 3.3 This Amendment Deed read with the Second Amended and Restated Deed of Trust constitutes the entire deed between the Parties hereto relating to the subject matter hereof. This Amendment Deed shall be read in conjunction with the Second Amended and Restated Deed of Trust. In the event of any ambiguity or discrepancy between the provisions of this Amendment Deed and the Second Amended and Restated Deed of Trust with respect to the matters set out herein, the provisions of this Amendment Deed shall prevail.
- 3.4 This Amendment Deed shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in portable document format (.pdf) shall be as effective as signing and delivering the counterparts in person.

**IN WITNESS WHEREOF** this Amendment Deed has been executed by the Parties or their duly authorized signatories the day and year first above written.

*[Remainder of this page left intentionally blank]*

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*Mohi Vardan*



*[Handwritten initials]*



Government of National Capital Territory of Delhi  
e-Registration Fee Receipt

Receipt No DL1758683373455  
Issue Date 02-DEC-2024 17:39  
ACC Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE  
ESI Certificate No IN-DL95742169844408W  
Purchased By INDIGRID INVESTMENT MANAGERS LIMITED  
Registration Fees Paid By INDIGRID INVESTMENT MANAGERS LIMITED  
Property Description INDIA GRID TRUST-BLOCK-C-2ND FLOOR, MIRA CORPORATE SUITES, MATHURA ROAD, NEW DELHI-110065  
Purpose Article 64 Trust

Particulars	Amount (Rs.)
Registration Fee	₹ 1,000.00
Copying Fees	₹ 100.00
Service Charges	₹ 15.00
CGST @ 9 % *	₹ 1.00
SGST @ 9 % *	₹ 1.00
Total Amount	₹ 1,117.00

( Rupees One Thousand One Hundred Seventeen Only )

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.  
The authenticity of e-Registration Fee Receipt can be be verified at website i.e.  
<https://www.shcilestamp.com/Registration/>.



\*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

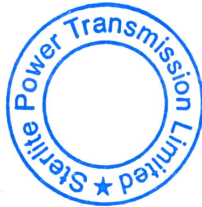
CIN: U67190MH1986GOI040506

SAC : 998599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Deed as of the day and year first above written

For or on behalf of Sterlite Power Transmission Limited



Name:  
Title:

For or on behalf of Esoteric II Pte. Ltd.

*Klaus Vadeh*

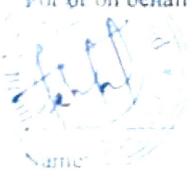
Name:  
Title:

For or on behalf of Axis Trustee Services Limited

*M*

Name:  
Title:

For or on behalf of IndiGrid Investment Managers Limited.



Name:  
Title:

WITNESS

2) *Akhilsh*  
*ACHILESH*  
*25, 1526 Ram*  
*111, A-2/967, 5, J Colony,*  
*MANAMPUR, HANAMANGAL, DISTRICT,*  
*3340 1147 6767*

2) *Sumit*  
*15, 3023*  
*111, B-382, RAJSHANKAR, DO*  
*3205 2656 3023*



Proofing Number: 2024/9/11742

Presenter Name: INDIGRID INVESTMENT MANAGERS LIMITED

## Certificate (Section 60)

Office of the South East Defence Colony

Registration No: **2024/9/IV/1887** in Book No : **IV**, Volume No : **648**,

Page No. on page **97** to **106** on this date **12-Dec-2024** day **Thursday**.

Date:- **12-Dec-2024**

  
**Registering Officer**  
**South East Defence Colony**

