

GOSWAMI INFRATECH PRIVATE LIMITED

CIN : U45209DL2012PTC241323

Correspondence Office : S. P. Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400 005.
Tel. : 022-67490000 / 022-67490432 Fax : 022-66338176

From: **Goswami Infratech Private Limited ("Company")**
Address: Flat No. 706 and Flat No. 707 to 712, 7th Floor,
Kanchanjunga Building, 18 Barakhamba Road, New Delhi – 110001.

To: **Axis Trustee Services Limited (as the "Debenture Trustee")**
Address: The Ruby, 2nd Floor, South Wing,
29 Senapati Bapat Marg, Dadar West, Mumbai- 400 028, Maharashtra.

16 October 2024

Subject: 14,30,000 rated, listed, secured, zero coupon, secured, redeemable, non-convertible debentures of the nominal value of INR 1,00,000/- each, aggregating to INR 14,30,00,00,000/- issued by the Company in dematerialized form and listed on the debt market segment of the BSE in June 2023 ("Debentures").

Re:

- (a) the debenture trust deed dated 26 June 2023 entered into between the Company and the Debenture Trustee in relation to the Debentures, as amended or amended and restated from time to time ("**Debenture Trust Deed**");
- (b) request letter dated 1 March 2024 issued by the Company in connection with the initial public offer of the Afcons Equity Shares, as amended, modified, supplemented or revised from time to time ("**Afcons IPO Request Letter**");
- (c) consent letter dated 15 March 2024 issued by the Debenture Trustee pursuant to the Afcons IPO Request Letter ("**Afcons IPO Consent Letter**");
- (d) request letter dated 14 September 2024 issued by the Company in connection with extension of timelines for completion of the initial public offer of the Afcons Equity Shares ("**Afcons IPO Timeline Extension Request Letter**");
- (e) consent letter dated 23 September 2024 issued by the Debenture Trustee pursuant to the Afcons IPO Timeline Extension Request Letter ("**Afcons IPO Timeline Extension Consent Letter**");
- (f) unattested Afcons pledge agreement dated 26 June 2023 executed between the Company, Debenture Trustee and Afcons, as amended or amended and restated from time to time ("**Afcons Pledge Agreement**");

1 Request for Consent

- 1.1 Pursuant to the Afcons IPO Request Letter read along with the Afcons IPO Timeline Extension Consent Letter, the definition of Long Stop Date 1 under Afcons IPO Request Letter and Afcons Pledge Agreement was extended to mean 31 October 2024 or such other extended timeline as maybe consented by the Debenture Trustee (acting on the instructions of the Debenture Holders provided by way of a Majority Resolution).
- 1.2 We are glad to inform you that Afcons has filed the uDRHP on 13 October 2024 with the Securities and Exchange Board of India (the "**SEBI**") and the relevant stock exchanges where the Afcons Equity Shares - GIPL are proposed to be listed (the "**Stock Exchanges**") and proposes to file the red herring prospectus (RHP) and complete the pre-IPO filing of prospectus with the Registrar of Companies, Maharashtra at Mumbai, the SEBI and the Stock Exchanges in the next few days. Given where we are in the listing process, we expect listing of Afcons to be completed by end October 2024 to early November 2024. Before filing the RHP, we would need the consent of the Debenture Trustee to extend the Long Stop Date 1 to ensure the listing timelines basis the RHP filing are within the timelines for which we have received consent from the Debenture Trustee.
- 1.3 Therefore, given the above, we hereby request the Debenture Trustee (acting on the instructions of the Debenture Holders provided by way of a Majority Resolution) to give its consent for amending the definition of 'Long Stop Date 1' in the Afcons IPO Request Letter and the Afcons Pledge Agreement as follows:

(a) in the Afcons IPO Request Letter:

GOSWAMI INFRATECH PRIVATE LIMITED

CIN : U45209DL2012PTC241323

Correspondence Office : S. P. Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400 005.
Tel. : 022-67490000 / 022-67490432 Fax : 022-66338176

*“**Long Stop Date 1**” means 15 November 2024 or such other extended timeline as maybe consented by the Debenture Trustee (acting on the instructions of the Debenture Holders provided by way of a Majority Resolution).”*

(b) in the Afcons Pledge Agreement:

*“**Long Stop Date 1**” means 15 November 2024 or such other extended timeline as maybe consented by the Debenture Trustee (acting on the instructions of the Debenture Holders provided by way of a Majority Resolution).”*

- 1.4 The consent and modifications requested under paragraph 1.3 above shall take effect from the date on which the Debenture Trustee executes the consent letter.

2 Other provisions to continue in full force and effect

We hereby acknowledge that (i) the request under paragraph 1.3 above require approval of the Debenture Holders of the Debentures by way of Majority Resolution pursuant to the Debenture Trust Deed; (ii) the consent granted by the Debenture Trustee (following receipt of approval from the Debenture Holders by way of a Majority Resolution) would be only for the specific request set out in paragraph 1.3 above and will not be construed as an amendment, waiver or relinquishment of any rights of the Debenture Holders or the Debenture Trustee, and shall not be construed as consent in respect of any other requests that may arise in the future; and (iii) the consent provided by the Debenture Trustee shall not impair or affect or operate as a waiver of any (a) other existing or future defaults, breaches or non-compliances under the Transaction Documents, if any, or (b) rights (including the right to receive the Default Interest (in accordance with the terms of the Transaction Documents) in respect of any Events of Default under the Transaction Documents), powers or remedies of the Debenture Holders or the Debenture Trustee under the Debentures, any Transaction Documents, equity or applicable law, all of which remain and shall continue in full force and effect.

- 3 Apart from the requests set out in this letter, all other provisions of the Transaction Documents remain and shall continue to be in full force and effect.
- 4 Unless otherwise defined in this letter, all capitalised terms in this letter shall have the meaning assigned to them in the Afcons IPO Request Letter or the Afcons IPO Timeline Extension Request Letter .
- 5 This letter, the Debenture Trustee's consent letter (once issued) upon execution shall each be designated a Transaction Document.
- 6 The Afcons IPO Request Letter shall stand supplemented by this request letter.
- 7 This letter is governed by Indian law.

Yours sincerely,

For **Goswami Infratech Private Limited**

AMOGH
PRAMOD
PATKAR

Digitally signed by AMOGH
PRAMOD PATKAR
Date: 2024.10.16 09:04:34
+05'30'

(Authorised Signatory)

GOSWAMI INFRATECH PRIVATE LIMITED

CIN : U45209DL2012PTC241323

Correspondence Office : S. P. Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400 005.
Tel. : 022-67490000 / 022-67490432 Fax : 022-66338176

[On the letterhead of Axis Trustee Services Limited]

Debenture Trustee Consent

Ref: [●]

1. We acknowledge receipt of your request letter dated [●] (the “**Request Letter**”).
2. Based on the approval from the Debenture Holders of the Debentures by way of a Majority Resolution, we hereby grant our consent to the request set out in paragraph 1.3 of the Request Letter.
3. The consent provided by the Debenture Trustee above shall not be construed as consent or waiver in respect of any other requests that may arise in the future. Apart from the specific consent set out in paragraph 2 above, all other provisions of the Transaction Documents remain and shall continue in full force and effect. The consent provided by the Debenture Trustee in paragraph 2 above shall not impair or affect or operate as a consent or waiver for any (i) other existing or future defaults, breaches or non-compliances under the Transaction Documents, if any, or (ii) rights (including the right to receive the Default Interest (in accordance with the terms of the Transaction Documents) in respect of any Events of Default under the Transaction Documents), powers or remedies of the Debenture Holders or the Debenture Trustee under the Debentures, any Transaction Documents, equity or applicable law, all of which remain and shall continue in full force and effect.
4. All capitalized terms will have the meanings assigned to them in the Request Letter.
5. The Afcons IPO Request Letter shall stand supplemented by the Request Letter and the Afcons IPO Consent Letter shall stand supplemented by this consent letter.
6. The Request Letter and this consent letter are designated a Transaction Document.

Yours sincerely,

For **Axis Trustee Services Limited** (as the Debenture Trustee)

(Authorised Signatory)

Date:

GOSWAMI INFRATECH PRIVATE LIMITED

CIN : U45209DL2012PTC241323

Correspondence Office : S. P. Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400 005.
Tel. : 022-67490000 / 022-67490432 Fax : 022-66338176

Debenture Holder Consent

1. We refer to the request for consent letter dated [●] (the “**Request Letter**”). Unless otherwise defined herein, all capitalised terms will have the meaning assigned to them in the Request Letter.
2. We are the holders of the Debentures. On consideration of the request from Company as set out in the Request Letter, we hereby grant our consent to the request set out in paragraph 1.3, of the Request Letter.
3. The consent provided by us in paragraph 2 above shall not be construed as consent or waiver in respect of any other requests that may arise in the future. Apart from the specific consent set out in paragraph 2 above, all other provisions of the Transaction Documents remain and shall continue in full force and effect. The consent provided by us in paragraph 2 above shall not impair or affect or operate as a consent or waiver for any (i) other existing or future defaults, breaches or non-compliances under the Transaction Documents, if any, or (ii) rights (including the right to receive the Default Interest (in accordance with the terms of the Transaction Documents) in respect of any Events of Default under the Transaction Documents), powers or remedies of the Debenture Holders or the Debenture Trustee under the Debentures, any Transaction Documents, equity or applicable law, all of which remain and shall continue in full force and effect.
4. The Afcons IPO Request Letter shall stand supplemented by the Request Letter and the Afcons IPO Consent Letter shall stand supplemented by the consent letter issued by the Debenture Trustee.

Debenture Trustee Consent

Ref: ATSL/CO/2024-25/9661

1. We acknowledge receipt of your request letter dated 16.10.2024 (the "**Request Letter**").
2. Based on the approval from the Debenture Holders (81.69%) of the Debentures by way of a Majority Resolution, we hereby grant our consent to the request set out in paragraph 1.3 of the Request Letter.
3. The consent provided by the Debenture Trustee above shall not be construed as consent or waiver in respect of any other requests that may arise in the future. Apart from the specific consent set out in paragraph 2 above, all other provisions of the Transaction Documents remain and shall continue in full force and effect. The consent provided by the Debenture Trustee in paragraph 2 above shall not impair or affect or operate as a consent or waiver for any (i) other existing or future defaults, breaches or non-compliances under the Transaction Documents, if any, or (ii) rights (including the right to receive the Default Interest (in accordance with the terms of the Transaction Documents) in respect of any Events of Default under the Transaction Documents), powers or remedies of the Debenture Holders or the Debenture Trustee under the Debentures, any Transaction Documents, equity or applicable law, all of which remain and shall continue in full force and effect.
4. All capitalized terms will have the meanings assigned to them in the Request Letter.
5. The Afcons IPO Request Letter shall stand supplemented by the Request Letter and the Afcons IPO Consent Letter shall stand supplemented by this consent letter.
6. The Request Letter and this consent letter are designated a Transaction Document.

Yours sincerely,

For Axis Trustee Services Limited (as the Debenture Trustee)

**NAYANA
YOGESH
SOLANKI**

Digitally signed by
NAYANA YOGESH
SOLANKI
Date: 2024.10.18
15:51:06 +05'30'

(Authorised Signatory)

Date: 18.10.2024

