

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910334/Lower Parel [West]

Pmt Txn id : 758015673

Pmt DtTime : 02-JUN-2025@17:33:14

ChallanIdNo: 69103332025060250919

District : 7101-MUMBAI

Stationery No: 24711593549893

Print DtTime : 02-JUN-2025 18:28:56

GRAS GRN : MH0031233442025269

Office Name : IGR182-BOM1 MUMBAI CITY

GRN Date : 02-Jun-2025@17:33:15



StDuty Schm: 0030045501-75/STAMP DUTY

StDuty Amt : R 1,000/- (Rs One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees

RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (B) (vi)---Agreement-if not otherwise provided for

Prop Mvblty: N.A.

Consideration: R 35,00,00,00,000/-

Prop Descr : DEBENTURE TRUSTEE AGREEMENT

Duty Payer: PAN-AADCT0491L, TATA CAPITAL HOUSING FINANCE LIMITED

Other Party: PAN-AAACT8912J, IDBI TRUSTEESHIP SERVICES LIMITED

Bank official1 Name & Signature

Bank official2 Name & Signature

--- Space for customer/office use ---

Please write below this line ---

FOR IDBI TRUSTEESHIP SERVICES LTD.

Bhavesh

AUTHORISED SIGNATORY

For TATA CAPITAL HOUSING FINANCE LIMITED

Nitika Agrawal

Authorised Signatories

DEBENTURE TRUSTEE AGREEMENT

BETWEEN

**TATA CAPITAL HOUSING FINANCE LIMITED
("COMPANY")**

AND

**IDBI TRUSTEESHIP SERVICES LIMITED
("TRUSTEE")**



DEBENTURE TRUSTEE AGREEMENT

This agreement made on this 06th day of June, 2025 (hereinafter referred to as the “**Agreement**”) at Mumbai between:

1. **TATA CAPITAL HOUSING FINANCE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U67190MH2008PLC187552 and having its Registered Office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (the “**Company**”, 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 **First Part**;

and
2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 with corporate identity number U65991MH2001GOI131154 and having its Registered Office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001 (the “**Trustee**” or “**ITSL**”, 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 **Second Part**.

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

WHEREAS

- A. The Company proposes to issue up to 3,50,000 listed, secured, redeemable, non-convertible debentures, of the face value of ₹ 1,00,000 (Indian Rupees One Lakh Only) each for fresh issuance/re-issuance and/or up to 35,00,000 listed, secured, redeemable, non-convertible debentures, of the face value of ₹ 10,000 (Indian Rupees Ten Thousand Only) each for fresh issuance/re-issuance and/or up to 35,000 secured, redeemable, non-convertible debentures of the face value of ₹ 10,00,000 (Indian Rupees Ten Lakh Only) each for re-issuance under the existing ISIN(s) and/or such other face value as may be prescribed by the regulator(s) from time to time, aggregating to Rs. 3,500 Crores (Rupees Three Thousand Five Hundred Crore Only) on a private placement basis (“**Debentures**”) to be issued in tranches/series in accordance with the provisions of the Companies Act 2013, including any statutory modification or re-enactment or replacement thereof, for the time being in force (“**Companies Act**”) and the regulations applicable to issue of debentures notified by Securities Exchange Board of India (“**SEBI**”), from time to time, and on such terms and conditions, as contained in the proposed General Information Document and/or Key Information Document to be issued by the Company and circulated to potential investors from time to time (“**Disclosure Documents**”), pursuant to:
 - (i) the authority granted by the Resolution of its Board of Directors passed at its Meeting held on October 18, 2024 for the issuance of the Debentures;
 - (ii) the approval of its shareholders in terms of the Resolution passed under Sections 180 (1) (a) and Section 180 (1) (c) of the Companies Act, 2013 at the Annual General Meeting of the Company held on June 27, 2024; and
 - (iii) the approval of its shareholders in terms of the resolution passed under Section 42 of the Companies Act, 2013 at the Annual General Meeting of the Company held on June 27, 2024.
- B. Pursuant to the Companies Act, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (“**NCS Regulations**”), SEBI Master Circular for issue and listing of Non-convertible Securities,



Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 as updated from time to time (“SEBI Master Circular”) and SEBI Master Circulars for Debenture trustee dated May 16, 2024 bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 (as amended from time to time) (“SEBI Debenture Trustee Master Circular”) (NCS Regulations and SEBI Master Circular and SEBI Debenture Trustee Master Circular shall be collectively referred to as “Debt Listing Regulations”) and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time (“SEBI Debenture Trustee Regulations”), the Company is required to appoint the Debenture Trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the SEBI Debenture Trustee Regulations. Accordingly, the Company has approached IDBI Trusteeship Services Limited to act as the Debenture Trustee for the Debenture holders and IDBI Trusteeship Services Limited have agreed to act as Debenture Trustee for the benefit of the Debenture holders of the proposed issue of the Debentures vide their letter dated May 28, 2025 bearing reference number 6883/ITSL/OPR/CL/25-26/DEB/205 subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

- C. This is an in-principle agreement entered into between the Parties and shall be followed up by a Debenture Trust Deed to be executed between the Parties.

This Agreement sets out, *inter alia*, the terms on which the Trustee is appointed for the benefit of the holders of the Debentures. The powers, duties and responsibilities of the Trustee shall be as per the provisions of the debenture trust deed to be entered into between the Company and the Trustee (“Debenture Trust Deed”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Company hereby appoints IDBI Trusteeship Services Limited as the Debenture Trustee for the Debenture holders of all the series/tranches of the Debentures aggregating to Rs. 3,500 Crore (Rupees Three Thousand Five Hundred Crore Only) to be issued by the Company from time to time and IDBI Trusteeship Services Limited hereby agrees to act as Debenture Trustee for the Debenture holders, subject to the completion of due diligence of all relevant information pertaining to the assets of the Company and security to be created to secure the Debentures, to the satisfaction of the Debenture Trustee. The Debenture Trustee and the Company shall also enter into a debenture trust deed (hereinafter referred to as the “Debenture Trust Deed”) prior to the application for listing of debentures and such other documents as may be required from time to time in relation to the Debentures. The Debenture Trustee agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture holders and for the purposes related thereto, strictly in accordance with the provisions of the transaction documents and as more particularly provided in the Debenture Trust Deed.
2. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue. Where the Company fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, Debt Listing Regulations, the Company shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the SEBI to the holder of debt securities, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.
3. As the Debentures are to be secured, the Company shall create/ procure to create the securities over the moveable properties on first ranking *pari passu* basis and on such terms and conditions as disclosed in the Disclosure documents / Key Information Document and / or transaction documents and execute the Debenture Trust Deed and other necessary security documents for each series of



Debentures as approved by the Debenture Trustee, prior to filing of the application for listing of the Debentures, in accordance with the extant Debt Listing Regulations. The securities so created pursuant to the security documents shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository or any other institution, as applicable, within 30 days of creation of charge.

4. The Company shall comply with the applicable provisions of SEBI Debenture Trustee Regulations, Debt Listing Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the Companies Act and other applicable provisions under applicable laws, regulations and guidelines ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures.
5. The Company hereby confirms that the Company, any person in control of the Company and its promoter have not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
6. The Company confirms that the Company is duly authorised to enter into this Agreement and each of the other transaction documents pertaining to the issue of the Debentures. The Company is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Company.
7. **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the security / contractual terms and the required security cover for the Debentures, which shall be submitted by the Company simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide all the information and documents as set out in Annexure A hereto.

8. **Terms of carrying out due diligence:**

- (a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance (if any) and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the General Information Document and the Relevant Laws/Memorandum, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, may 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.
- (b) The Company shall provide reasonable assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required under Relevant Laws where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered / disclosed.
- (c) Further, in the event that existing charge holders or the concerned Trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets (if applicable), the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other



documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.

- (d) Without prejudice to the aforesaid, the Company shall provide all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws.
- (e) The Debenture Trustee may in accordance with the provisions of the SEBI Debenture Trustee Master Circular, independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the due diligence by the Debenture Trustee.

9. Information Accuracy and Storage

- (a) The Company confirms that the information and data furnished by the Company to the Debenture Trustee is true and correct to the best of the Company's knowledge;
- (b) The Company shall ensure that the requisite disclosures to be made in the General Information Document/ Key Information Document are true and correct to the best of the Company's knowledge;
- (c) The Company shall ensure that all disclosures made in the Key Information Document with respect to creation of security would be in confirmation with the clauses of this Agreement;
- (d) The Company acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee for the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures to the extent applicable under Relevant Laws; and
- (e) The Company hereby agrees that the Debenture Trustee shall have right to disclose to the Debenture holders such information as may be sought by them in accordance with the Relevant Laws. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

10. Trustee's Remuneration

- (a) The Company shall pay to the Trustee so long as they hold the office of the Trustee, remuneration as per fee letter reference no. 6883/ITSL/OPR/CL/25-26/DEB/205 dated May 28, 2025 and as provided for under the Debenture Trust Deed, for their services as a trustee in addition to all costs, charges, legal, travelling and expenses which the Trustee or their officers, employees or agents may incur in relation to the execution of the Debenture Trust Deed and all other documents affecting in relation to the security creation.
- (b) Arrears of instalments of annual service charges, if any, shall carry interest at the rate of twelve (12%) percent per annum from the date of default till the actual payment, which shall be payable on the footing of compound interest with quarterly rests.

11. Other Terms and Conditions

- (a) The Company hereby undertakes that it shall ensure due execution of security documents and creation of Security in terms of the Key Information Document tranche wise.



- (b) The Company undertakes that all necessary disclosures shall be made in the Key Information Document as required under applicable laws and regulations.
- (c) The Company undertakes that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.
- (d) The Trustee, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the debentures/Bonds.
- (e) The Company hereby declares and confirms that, as on the date of this Agreement, and the date of filing the Key Information Document, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021.
- (f) The Company hereby undertakes that the assets on which the charge is created is free from encumbrances and/or if assets are already charged to secure the debt, the permissions or consent to create pari passu charge on the assets of the Issuer has been/will be obtained from existing charge holders if required.
- (g) The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, if already not provided, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holder. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
- (h) The Company hereby undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the transaction documents including the instrument of Debentures shall be solely borne by the Company.
- (i) The Company undertakes to promptly furnish the following documents as may reasonably be required by the Debenture Trustee from time to time:
 - (i) Memorandum and Articles of Association of the Company;
 - (ii) General Information Document / Key Information Document;
 - (iii) Agreement with the Registrar to issue the Debentures;
 - (iv) A return of allotment filed with the registrar of companies (Form No-PAS 3) and PAS 5 within 15 (fifteen) days from the date of filing with the registrar of companies;
 - (v) Necessary corporate authorizations including the board resolution and/or shareholder resolution for allotment of Debentures;
 - (vi) Letters from credit rating agencies about ratings;
 - (vii) Copy of last 3 (three) years' Audited Annual Reports;
 - (viii) Copy of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
 - (ix) Debenture Trust Deed;
 - (x) This Agreement;
 - (xi) Security documents executed in relation to the Debentures;
 - (xii) Transaction Documents;
 - (xiii) Confirmation/ proof of payment of interest and principal made to the Debenture Holders on due dates;
 - (xiv) Statutory Auditors' Certificate for utilization of funds/issue proceeds from the Debentures;



- (xv) Periodical Reports on a quarterly/half yearly/annual basis;
 - (xvi) Information to be submitted to the Stock Exchanges as required by the Uniform Listing Agreement and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter referred to as "Regulations") as amended from time to time, within the timelines as mentioned in the Regulations, in case the Debentures are listed;
 - (xvii) Beneficiary Position Reports;
 - (xviii) Details of the depository with whom the Debentures are held in dematerialized form;
 - (xix) Details of the recovery expenses fund created by the Company in terms of the Regulation 15 (1) (h) of the SEBI Debenture Trustee Regulation and SEBI Debt Listing Regulations in the manner as may be specified by the SEBI from time to time;
 - (xx) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount;
 - (xxi) Listing letter from the Stock Exchange(s); and
 - (xxii) Such other documents as may be reasonably required by the Debenture Trustee.
- (j) The Company further confirms that:
- (i) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are disclosed in Key Information Document and
 - (ii) Terms and conditions of this Agreement including fees charged by the Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Key Information Document.
- (k) The Company undertakes to comply with the provisions of the Relevant Laws as may be applicable from time to time in respect of issuance and allotment of Debentures till redemption and agrees to furnish to the Debenture Trustee such information in terms of the same on regular basis and as may be requested by the Debenture Trustee.
- (l) This Agreement is entered into in compliance with provisions of Regulation 13 of the SEBI (Debenture Trustees) Regulations, 1993 including amendments or modifications made thereto and other applicable provisions and shall be effective on and from the date herein above mentioned and shall be in force till the monies in respect of the Debentures have been fully paid off and the requisite formalities for satisfaction of charge in all respects have been complied with.
- (m) Before creating a charge on the security for the debentures, the debenture trustee shall exercise independent due diligence to ensure that such security is free from any encumbrance or that it has obtained the necessary consent from existing charge-holders if the security has an existing charge, in the manner as may be specified by SEBI from time to time.
- (n) No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
- (o) **Notices**
- Communications in writing
- Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, letter or email.
- (i) Address - Company



Notices and communications to be given to the Company shall be sent to:

Address: 11th floor, Tower A, Peninsula Business Park,
Ganpatrao Kadam Marg, Lower Parel
Mumbai – 400 001

Attention: Company Secretary / Chief Financial Officer

E-mail address: tchflncdcompliance@tatacapital.com

address, electronic mail address, or department or officer as the Company may notify to the Debenture Trustee by not less than 5 Business Days' notice.

(ii) Address – Debenture Trustee

Notices and communications to be given to the Debenture Trustee shall be sent to:

Address: Universal Insurance Building,
Ground Floor, Sir P M Road,
Fort, Mumbai – 400 001

Attention: Mr. Nikhil Lohana/ Mr. Gaurav Jeswani

E-mail address: itsl@idbitrustee.com
gaurav.jeswani@idbitrustee.com,
nikhil@idbitrustee.com,
bhavesh.vichare@idbitrustee.com,

or any substitute address, electronic mail address, or department or officer as the Debenture Trustee may notify to the Company by not less than 5 Business Days' notice.

(p) Miscellaneous

(i) Governing Law: This Agreement shall be governed by and construed as per laws in India and subject to jurisdiction of Indian Courts.

(ii) The original of this Agreement shall be retained by the Debenture Trustee.



IN WITNESS WHEREOF Tata Capital Housing Finance Limited and the Trustee have subscribed their hands to this Agreement on the date and the place mentioned hereinabove.

SIGNED AND DELIVERED BY the within named Tata Capital Housing Finance Limited by

the hands of Ms. Nitika Agrawal and Mr. Ravi Kamat

its duly authorised official.

Witnessed by:

1. Purna chandra Panigrahy

2. Vinay V. Desai




For TATA CAPITAL HOUSING FINANCE LIMITED

Nitika Agrawal
Authorised Signatories

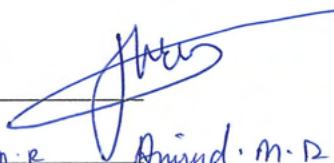
SIGNED and DELIVERED by IDBI Trusteeship Services Limited in its capacity as the Trustee

by the hand of Mr. Bhavesh Nichare its duly authorised official.

Witnessed by:

1. Hiren Kalinani

2. ANIL SURESHMANIAN M.R


Anil M. R.

FOR IDBI TRUSTEESHIP SERVICES LTD.

Bhavesh
AUTHORISED SIGNATORY



Annexure A

1. Information/ documents to be provided by the Issuer Company, prior to entering into the Agreement, as applicable:

S. No.	Information/ Documents
(i)	Details of/ information in relation to the assets on which charge is proposed to be created including: (a) Details of movable properties; (b) Details of immovable property (If applicable); (c) Details of investments; (d) Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available); (e) Latest title search reports issued by a legal counsel/ advocates; (f) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and (g) Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc.
(ii)	Any other information, documents or records required by Debenture Trustee under applicable laws with regard to creation of security and perfection of security.





CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON OCTOBER 18, 2024

REVALIDATION OF RESOLUTIONS PASSED EARLIER FOR ISSUANCE OF NON – CONVERTIBLE DEBENTURES ("NCDs") ON A PRIVATE PLACEMENT BASIS UPTO RS. 10,000 CRORE

"RESOLVED that pursuant to the provisions of Sections 42, 71, 179(3)(c) of the Companies Act, 2013 ("Act") read with the Rules made there under and the applicable Guidelines / Regulations / Circulars issued by the Securities and Exchange Board of India ("SEBI"), the Directions issued by the National Housing Bank ("NHB") / Reserve Bank of India ("RBI") and subject to all requisite statutory / regulatory approvals including those of the Members of the Company as may be deemed necessary, the Board of Directors of the Company do hereby revalidate the resolution passed at the meeting of the Board of Directors of the Company held on May 2, 2024 and minuted at Item No. 15 of the Minutes thereof, for issuance of Non-Convertible Debentures ("NCDs") for an amount not exceeding Rs. 10,000 crore, on the following terms and conditions:

Type of NCD	Proposed Limit
Secured including Market Linked NCDs	Upto Rs. 10,000 Crore
Unsecured NCDs including, Subordinated Debt	Upto Rs. 2,500 Crore
Overall Limit	Not exceeding Rs. 10,000 Crore

Instrument	Secured including Market Linked Non-Convertible Debentures / Unsecured including Subordinated Debt, Redeemable, Non-Convertible Debentures on a private placement basis.
Issue Size	Amount not exceeding Rs. 10,000 crore.
Face Value of each Instrument	Standard denomination of Rs. 1 crore / Rs. 1 lakh / Rs. 10 lakh or such other face value as may be prescribed by the regulator(s) from time to time
Type of Issue	On a private placement basis
Rate of Interest/ Coupon rate	Fixed Rate / Floating Rate / Zero Coupon / Coupon linked to performance of reference rate / reference index. Interest Rate on floating rate NCDs would be linked to external benchmarks such as INBMK, Government Securities, MIBOR, OIS, Repo Rate etc.
Tenor	Not exceeding 3,720 days for each series other than secured debentures and not exceeding 120 Months for each series of secured debentures
Security	If Secured Non-Convertible Debentures: Debentures to be issued by the Company together with interest, costs, charges, remuneration of the Debenture Trustee and all other monies payable in respect thereof may be secured by way of

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identity Number U67190MH2006PLC187552

11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013

Toll Free 1860 267 6060 Web www.tatacapital.com customercare@tatacapital.com

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013



	creation of pari-passu charge on any one or more of: a. Specific immovable property of the Company; and b. Receivables arising from loans given for housing / loan against property and as specified / listed in the Debenture Trust Deed excluding those given as exclusive securities to the National Housing Bank. Such other assets that the Company may modify from time to time, so as to maintain security cover required by lender / investor and to the extent of a shortfall in security cover. It will be ensured that the requisite security cover will be maintained as per the regulatory norms.
Purpose of Issue	To augment resources of the Company to carry on the Company's normal business operations including various financing activities, lending and investments, repayment of existing loans, capital expenditure and working capital requirements within the regulatory norms. The same will not be used to facilitate resource requests of or utilization by group entities/ parent company/ associates.
Whether the funds to be raised in series (tranches) or single issue	Amount to be raised in series (tranches).
Rating	To be obtained from any of the acceptable rating agencies, as may be required.
Mode of holding by the investors	Compulsorily in dematerialized form with either Central Depository Services India Limited ("CDSL") and/or National Securities Depository Limited ("NSDL").
Listing of the NCDs	Unlisted or to be Listed on the WDM segment of the National Stock Exchange of India and/or BSE Limited.
Creation of Debenture Redemption Reserve	Not required. Rule 18(7) of the Companies (Share Capital and Debentures) Rules, 2014, states that a Housing Finance Company is not required to create a Debenture Redemption Reserve as specified under Section 71 of the Act, in respect of privately placed debentures. However, the Company will create the DRR in case of amendment in the applicable laws.
Issuance under existing ISINs	Issuance of securities under the existing ISINs shall be permitted, if required, in accordance with SEBI Master Circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended from time to time.

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identity Number U67190MH2006PLC187552

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Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013



"RESOLVED FURTHER that pursuant to the provisions of Section 42 of the Act and the applicable Rules framed thereunder, including any statutory modification or re-enactment thereof from time to time including SEBI Master Circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 issued on May 22, 2024, as amended from time to time, the Board of Directors of the Company do hereby approve the following select group of persons (hereinafter referred to as the Identified Persons / Eligible Investors) for private placement of Non-Convertible Debentures:

- i) Banks
- ii) Mutual Funds
- iii) Companies registered in India
- iv) Bodies Corporate registered in India
- v) Limited Liability Partnerships
- vi) Foreign Institutional Investor
- vii) Financial Institution
- viii) Venture Capital Fund
- ix) Alternative Investment Fund
- x) Individuals
- xi) Hindu Undivided Family
- xii) Association of Persons
- xiii) Qualified Institutional Buyers as defined under the SEBI (Issue of Capital and Disclosure Requirements) Regulation, 2018, as amended from time to time
- xiv) Trusts
- xv) Pension Fund
- xvi) Gratuity Fund
- xvii) Provident Fund
- xviii) Superannuation Fund
- xix) Multilateral Agencies
- xx) Foreign Portfolio Investors."

"RESOLVED FURTHER that any two of the following persons acting jointly viz. the Key Managerial Personnel of the Company, Mr. Mahesh Jaokar, Head Treasury and Private Equity Operation, Tata Capital Limited ("TCL"), Ms. Farzana Songgadan, Vice President, Finance and Accounts, TCL and Mr. Purna Chandra Panigrahy, Assistant Vice President – Treasury, TCL, to:

- (a) finalise, execute and issue on behalf of the Company, the General Information Document and Key Information Document and / or any other documents including to finalise terms and conditions to be incorporated therein as per the applicable laws, and such other documents relating to the above issue of NCDs and to file the same with the Stock Exchanges for the purpose of listing and to make such changes therein as may be required; and
- (b) to confirm, attest on behalf of the Directors of the Company, such declaration(s) / attestation(s) to be included in the General Information Document and

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Key Information Document, as may be deemed necessary, in accordance with the provisions of the Companies Act, 2013 and the Rules made thereunder, the applicable Guidelines / Regulations / Circulars issued by SEBI from time to time and any amendment thereto, the Directions issued by RBI / NHB and other applicable laws, if any, with respect to issue of NCDs on Private Placement basis."

"RESOLVED FURTHER that any two of the following persons acting jointly viz. the Key Managerial Personnel of the Company, Mr. Mahesh Jaokar, Head Treasury and Private Equity Operation, Tata Capital Limited ("TCL"), Ms. Farzana Songgadan, Vice President, Finance and Accounts, TCL, Mr. Felix Fernandes, Assistant Vice President, Treasury Mid Office, TCL, Mr. Kartik Jobanputra, Senior Manager - Treasury Mid Office, TCL, Mr. Ravi Kamat, Assistant Vice President, Finance and Accounts, Ms. Nitika Agrawal, Associate Vice President - Finance and accounts and Mr. Purna Chandra Panigrahy, Assistant Vice president – Treasury, TCL, to:

- a. apply and execute all documents for applying to NSE and / or BSE for seeking in-principle / final approval for listing of the said NCDs;
- b. allot the said NCDs;
- c. to identify the persons, out of the Identified Persons to whom the private placement offer letter and application for the said NCDs will be issued and whose names and addresses will be recorded by the Company, in accordance with the provisions of Section 42 of the Act and the applicable Rules framed thereunder; and
- d. to sign any filing / intimation / disclosure to be filed with the Stock Exchanges(s) / Depositories or any other regulatory authority with respect to the said NCDs."

"RESOLVED FURTHER that any two of the following persons acting jointly viz. the Key Managerial Personnel of the Company, Mr. Mahesh Jaokar, Head Treasury and Private Equity Operation, Tata Capital Limited ("TCL"), Ms. Farzana Songgadan, Vice President, Finance and Accounts, TCL, Mr. Felix Fernandes, Assistant Vice President, Treasury Mid Office, TCL, Mr. Kartik Jobanputra, Senior Manager - Treasury Mid Office, TCL, Mr. Ravi Kamat, Assistant Vice President, Finance and Accounts, Ms. Nitika Agrawal, Associate Vice President - Finance and Accounts and Mr. Purna Chandra Panigrahy, Assistant Vice President – Treasury, TCL, to execute the Debenture Trust Deed, create and register charges and execute such other documents as may be required in connection with the NCDs issue and to affix the Common Seal of the Company on such documents, if required, and that for this purpose, any of the aforementioned persons may carry the Common Seal out of the Registered Office of the Company and bring it back to the Registered Office of the Company."

"RESOLVED FURTHER that authority be and is hereby severally granted to Mr. Rajiv Sabharwal, Chairman, Key Managerial Personnel of the Company, Mr. Kiran Joshi, Head – Treasury, Tata Capital Limited ("TCL"), Mr. Sandip Joshi, Vice President – Treasury, Mr. Rajesh Bhakade, Senior Vice President - Treasury, TCL, and Mr. Sarvesh Laturia, Vice President – Treasury, TCL, to negotiate with the intermediaries

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mentioned below and to fix their remuneration, finalize the terms of their appointment and execute any documents with the said intermediaries as they may deem fit:

Intermediary	Party Proposed
Debenture Trustee	Any Debenture Trustee registered with Securities and Exchange Board of India.
Registrar and Transfer Agent	Link Intime India Private Limited (Formerly Known as TSR Consultants Private Limited)
Depositories	National Securities Depository Limited / Central Depository Services (India) Limited
Merchant Banker / Broker / Arranger / other intermediaries including Legal counsel (if required)	As may be approved by the Managing Director."

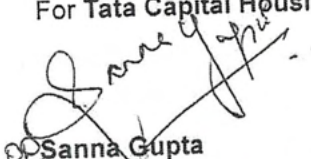
"RESOLVED FURTHER that the Company Secretary, be and is hereby appointed as the Compliance Officer for the NCDs that may be issued."

"RESOLVED FURTHER that for the NCDs that may be issued, any information wherein materiality of such information / disclosures needs to be assessed and disclosed internally / externally, the Policy for Determining Materiality of Information for Disclosure to Stock exchanges shall be referred."

"RESOLVED FURTHER that the names of all the Directors may be included as Directors in the General Information Document and Key Information Document."

"RESOLVED FURTHER that the aforementioned persons, be and are hereby severally authorized to do all such acts, deeds and things as may be necessary or incidental for giving effect to the above."

For Tata Capital Housing Finance Limited


Sanna Gupta

Company Secretary

Membership No.: A57346

Address: Tata Capital Housing Finance Limited
11th Floor, Tower A, Peninsula Business Park,
Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013

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CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE SIXTEENTH ANNUAL GENERAL MEETING OF THE MEMBERS OF TATA CAPITAL HOUSING FINANCE LIMITED HELD ON JUNE 27, 2024

APPROVAL FOR PRIVATE PLACEMENT OF NON-CONVERTIBLE DEBENTURES

"RESOLVED that pursuant to the provisions of Sections 42, 71 and all other applicable provisions, if any, of the Companies Act, 2013 (the "Act"), read with the Rules framed thereunder (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), the provisions of the Memorandum and Articles of Association of the Company, the Securities and Exchange Board of India ("SEBI") (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, other applicable SEBI regulations, circulars and guidelines, the directions issued by the National Housing Bank ("NHB") / Reserve Bank of India ("RBI"), and subject to other applicable laws, rules, regulations, directions and guidelines, the approval of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the "Board" which term shall be deemed to include any Committee constituted / which may be constituted by the Board of Directors or any other person(s) for the time being authorized by the Board of Directors to exercise powers conferred on the Board of Directors by this Resolution) to offer / invite / issue / allot to eligible persons, Non-Convertible Debentures ("NCDs") including but not limited to Subordinated / Perpetual NCDs, whether secured or unsecured up to an amount of Rs. 25,000 crore (Rupees Twenty-Five Thousand crore), on a private placement basis, in one or more tranches, on such terms and conditions as the Board may deem fit and depending on the prevailing market conditions, during the period of one year from the date of passing this Resolution, within the overall borrowing limits of the Company, as approved by the Members from time to time."

"RESOLVED FURTHER that the Board of Directors of the Company (including any Committee thereof), be and are hereby severally authorized to do all such acts, deeds and things and give such directions as may be deemed necessary or expedient to give effect to the above Resolution, including determining the terms and conditions of the NCDs."

For Tata Capital Housing Finance Limited

**SANNA
GUPTA**

Digitally signed by
SANNA GUPTA
Date: 2024.06.28
14:57:27 +05'30'

Sanna Gupta

Company Secretary

Membership No: A57346

Address: Tata Capital Housing Finance Limited
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Ganpatrao Kadam Marg, Lower Parel,
Mumbai 400 013.

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**CERTIFIED TRUE COPY OF THE EXPLANATORY STATEMENT ANNEXED TO THE
ANNUAL GENERAL MEETING NOTICE DATED JUNE 21, 2024**

Item No. 7

The Company from time to time raises funds by way of issue of Non-Convertible Debentures ("NCDs") on a private placement basis. As per the provisions of Section 42 of the Companies Act, 2013 ("Act") read with Rules framed thereunder including the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time, a Company offering or making an invitation to subscribe to NCDs on a private placement basis, is required to obtain prior approval of the Members by way of a Special Resolution, which can be obtained once a year for all the offers and invitations for such NCDs during the year.

Accordingly, the approval of the Members is being sought by way of a Special Resolution under Section 42 and other applicable provisions, if any, of the Act and the Rules framed thereunder to offer / invite / issue / allot up to such number of NCDs including but not limited to Subordinated / Perpetual NCDs, whether secured or unsecured, on a private placement basis, in one or more tranches aggregating to Rs. 25,000 crore (Rupees Twenty-Five Thousand crore), during a period of one year from the date of passing resolution set out at item No. 7 of this Notice, within the overall borrowing limits of the Company, as approved by the Members from time to time. Further, it is proposed to grant authority to the Board of Directors (hereinafter referred to as the "Board" the term shall be deemed to include any committee constituted / which may be constituted by the Board of Directors or any other person(s) for the time being authorized by the Board of Directors to exercise powers conferred on the Board of Directors) to delegate or determine the terms of issue of NCDs.

The Directors recommend the Special Resolution at Item No. 7 of the accompanying Notice, for the approval of the Members of the Company.

Since this Resolution pertains to issue of NCDs on a private placement basis, during the year, that could, inter-alia, be made to Tata Capital Limited ("TCL"), the holding Company, Mr. Rajiv Sabharwal, Director of the Company is deemed to be interested in the above resolution, since he is the Managing Director & CEO of TCL.

It may be noted that Mr. Sujit Kumar Varma and Mr. Nagaraj Ijari, Directors of the Company are also Director of TCL, but they do not hold, either individually or along with the other Directors of the Company and their respective relatives, 2% or more of the paid-up equity share capital of TCL.

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None of the relatives of the aforementioned Director or no other Director or Key Managerial Personnel of the Company or their relatives are concerned or interested in the passing of the Resolution mentioned at Item No. 7.

For **Tata Capital Housing Finance Limited**

SANNA

Digitally signed by
SANNA GUPTA
Date: 2024.06.28
14:57:57 +05'30'

GUPTA

Sanna Gupta

Company Secretary

Membership No: A57346

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