



महाराष्ट्र MAHARASHTRA

2025

DV 629350

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
24 JUL 2025
सक्षम अधिकारी

श्री. विनायक जाधव

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

DATED August 1, 2025

BETWEEN

TATA COMMUNICATIONS LIMITED

AND

IDBI TRUSTEESHIP SERVICES LIMITED








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DATED August 1, 2025

BETWEEN

TATA COMMUNICATIONS LIMITED

AND

IDBI TRUSTEESHIP SERVICES LIMITED



DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement ("Agreement") made at Mumbai on this 1st day of August, 2025, between:

TATA COMMUNICATIONS LIMITED, a company within the meaning of the Companies Act, 2013 (18 of 2013) and having corporate identification number L64200MH1986PLC039266, having its registered office at VSB, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra-400001 India and corporate office at C21 & C 36 'G' Block Bandra Kurla Complex Bandra (East) Mumbai 400098 (hereinafter called the "**Company**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.



AND

IDBI TRUSTEESHIP SERVICES LIMITED, a company within the meaning of the Companies Act, (defined herein) and having its registered office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001, India hereinafter called the "**Trustee**" / "**Debenture Trustee**" which expression shall include its successors and assigns and the trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

The Company and the Debenture Trustee are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. The Company proposes to issue up to 1,00,000 rated, unsecured, listed, redeemable non-convertible debentures, having a face value of ₹ 1,00,000 (Indian Rupees One Lakh) each aggregating ₹ 10,00,00,00,000 (Indian Rupees One Thousand Crores) ("**Debentures**") on a private placement basis in accordance with the provisions of the Companies Act and the regulations applicable to issue of debentures notified by Securities Exchange Board of India ("**SEBI**"), from time to time ("**Issue**"). The Debentures are proposed to be listed on the negotiated trade reporting platform of National Stock Exchange of India Limited ("**NSE**" or "**Stock Exchange**").
- B. The Company has vide the resolution of the board of directors under, *inter alia*, Section 179 of the Companies Act, passed at its meeting held on July 17, 2025 authorised the issuance of the Debentures. Accordingly, the Company pursuant to aforesaid resolutions proposes to allot the Debentures for cash at par on private placement basis to certain identified investors in terms of the Disclosure Documents (defined herein) to be issued to such investors.
- C. Pursuant to the Companies Act, Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time ("**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 Debenture Holders. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the SEBI Debenture Regulations. Accordingly the Company has approached IDBI Trusteeship Services Limited to act as the Debenture Trustee for the Debenture Holders and IDBI

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Trusteeship Services Limited has agreed to act as Debenture Trustee for the benefit of the Debenture Holders vide their letter dated August 1, 2025 bearing reference no. 86/36ITS/OPR/CL/25-26/DEB/449, 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.

- D. Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Capitalized terms used but not otherwise defined in this Agreement, including in the Recitals and Annexures hereto, shall have the meanings ascribed thereto in the Debenture Trust Deed and if not defined therein, shall have the meaning given to them in the respective Transaction Documents. In the case of any discrepancy or inconsistency between the provisions of this Agreement and the provisions of the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail to the extent of such inconsistency.

"Applicable Law(s)" means any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this General Information Document, or thereafter and as amended/substituted from time to time.

"Companies Act" means the (Indian) Companies Act, 2013 and the relevant regulations and circulars framed or issued thereunder, as may be amended from time to time.

"Debentures" has the meaning ascribed to such term in Recital A of this Agreement.

"Debenture Holders" means the persons who are, for the time being and from time to time, the owners of the Debentures in electronic (dematerialized) form, and whose names appear in the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository.


"Debenture Trust Deed" has the meaning ascribed to such term in Clause 2 of this Agreement.

"Depository" means the National Securities Depository Limited, Central Depository Services (India) Limited or any of the Depositories within the meaning of the Depositories Act, 1996 (22 of 1996).

"Disclosure Documents" shall collectively mean the General Information Document and the relevant Key Information Document, and individually any of them, as the context may require or permit.

"General Information Document" means the general information document issued or to be issued by the Company in accordance with the SEBI NCS Regulations.

"Key Information Document" means the key information document issued or to be

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issued by the Company in accordance with the SEBI NCS Regulations.

"Relevant Laws" has the meaning ascribed to such term in Clause 5 of this Agreement.

"SEBI" has the meaning ascribed to such term in Recital A of this Agreement.

"SEBI Debenture Trustee Master Circular" means the SEBI master circular bearing reference no. SEBI/HO/DDHS/PoD3/P/CIR/2024/46 dated May 16, 2024, as may be amended, modified, supplemented and replaced, from time to time.

"SEBI Debenture Trustees Regulations" has the meaning ascribed to such term in Recital C of this Agreement.

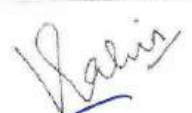
"SEBI LODR Regulations" has the meaning ascribed to such term in Clause 5 of this Agreement.

"SEBI NCS Master Circular" means the SEBI master circular bearing reference no. SEBI/HO/DDHS-PoD1/P/CIR/2024/54 dated May 22, 2024, as may be amended, modified, supplemented and replaced, from time to time.

"SEBI NCS Regulations" has the meaning ascribed to such term in Recital C of this Agreement.

"Transaction Documents" has the meaning set out under the Debenture Trust Deed.

2. That the Company hereby appoints IDBI Trusteeship Services Limited as the Debenture Trustee for the Debenture Holders and IDBI Trusteeship Services Limited hereby agrees to act as Debenture Trustee for the Debenture Holders, subject 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") 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 for in the Debenture Trust Deed. Notwithstanding anything to the contrary herein, the Debenture Trustee shall not act on any instructions of the Company and shall at all times only act in accordance with the instruction of the Debenture Holders in accordance with Debenture Trust Deed and other Transaction Documents.
3. 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 Section 71(13) read with Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the issue of Debentures.
4. The Company shall on such terms and conditions as disclosed in the Disclosure Documents, execute the Debenture Trust Deed and other necessary documents for each series of Debentures as approved by the Debenture Trustee, within such timelines as may be specified by the Board, in accordance with the extant Debt Listing Regulations. If the Company fails to execute the Debenture Trust Deed within the timelines provided by extant SEBI regulations, without prejudice to any liability arising

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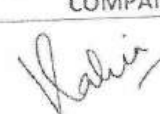


on account of violation of the provisions of the Debt Listing Regulations, Companies Act, the Company shall pay interest of two percent (2%) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the agreed coupon rate, till the date of execution of Debenture Trust Deed.

5. The Company shall comply with the provisions of SEBI Debenture Trustee Regulations, Debt Listing Regulations, debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time) ("SEBI LODR Regulations"), SEBI NCS Master Circular, SEBI Debenture Trustee Master Circular, 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. Further the Company undertakes to comply with all regulations / provisions of Companies Act and guidelines of other regulatory authorities in respect of allotment of debentures till redemption of such Debentures.
6. The Debenture Trustee shall disclose the nature of compensation arrangement entered with the Company on its website, including the minimum fee to be charged (in absolute terms or as a percentage of the issue size) and factors determining the same and display on its website the interest / redemption due to the Debenture Holders along with the status of payment made by the Company in accordance with the SEBI Debenture Trustee Master Circular.
7. The Company hereby declares and 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.
8. The Company hereby declares and confirms that, as on the date of this Agreement, and the date of filing the relevant Key Information Document for the issue of Debentures which are proposed to be listed on NSE, it is an 'eligible issuer' in accordance with Regulation 5 (1) of the Debt Listing Regulations.
9. 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.
10. **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 to be submitted 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.

Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations, and disclosures as may be required in the sole discretion of the Debenture Trustee with respect to the issuance and allotment of the Debentures, in accordance with the Relevant Laws.

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11. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration as set out in the letter dated July 10, 2025 bearing reference number [•], as provided under Annexure B (Fee letter) of this Agreement ("Debenture Trustee Letter") for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and/or any other documents and such any other expenses like advertisement, notices, letters to Debenture Holders, and additional professional fees / expenses that would be incurred in case of default.
12. The Company undertakes to promptly furnish all, and any information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the Relevant Laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable:
- Disclosure Documents in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
 - The necessary corporate authorisations by way of board / committee resolution and/or shareholder resolution necessary for the issue and allotment thereunder;
 - Agreement with the registrar to issue;
 - Letter from credit rating agency about rating;
 - Proof of credit of the Debentures in favour of the Debenture Holders;
 - Depository details;
 - Latest annual report;
 - This Agreement;
 - The Debenture Trust Deed;
 - Certified true copy of the resolution(s) for allotment of Debentures;
 - Confirmation / proofs of payment of Coupon and principal amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by Securities and Exchange Board of India including Relevant Laws;
 - Statutory auditor's certificate for utilization of funds / issue proceeds;
 - Periodical reports / information on quarterly / half yearly / annual basis as required to be submitted to stock exchanges under the SEBI Debenture Regulations, Debt Listing Regulation, debt listing agreement or the SEBI LODR Regulations;
 - Beneficiary position reports as provided by the registrar and transfer agent;
 - Approval for listing of the Debentures from the Stock Exchange;
 - Listing application along with the required details / annexures submitted to the Stock Exchange;

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- (q) Acknowledgement of filing of the Disclosure Documents with the Stock Exchange / Registrar of Companies;
- (r) Listing & trading permission from the Stock Exchange;
- (s) Details of the recovery expense fund created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from the Stock Exchange on the amount of such fund maintained and the mode of maintenance;
- (t) 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; and
- (u) Such other documents as may be reasonably required by the Debenture Trustee.

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

- (a) The Debenture Trustee, either through itself or its agents/ advisors/ consultants, shall carry out requisite diligence (to the extent required under applicable laws). The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, the SEBI LODR Regulations, the Debt Listing Regulations, the SEBI Listed Debentures Circulars, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue.
- (b) The Debenture Trustee 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.

14. The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee for the purposes of the Issue.

15. **Information Accuracy and Storage**

- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct and the Debenture Trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it;
- (b) The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;
- (c) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data

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[Signature]




disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the issuance of the Debentures; and

- (d) The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Law) information including the credit history and the conduct of the account(s) of the Company as well as all details in relation to the assets of the Company and other undertaking providers, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

Other Terms and Conditions

16. The Company affirms that the proceeds from the issuance of the Debentures shall be utilized for legitimate business purposes including, but not limited to, reimbursement of capital expenditure, general corporate purposes, and inter-company loans to entities that are wholly owned subsidiaries or are under the same management. Such utilization shall be in compliance with applicable laws, regulations, and internal governance policies. The Debenture Trustee, *ipso facto*, does not have the obligations of a borrower or a principal debtor as to the monies paid / invested by investors for the Debentures.
17. The Company confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.
18. The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holders. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
19. The Company further confirms that:
- (a) 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 the Key Information Document; and
- (b) Terms and conditions of this Agreement including fees charged by the Trustee shall be disclosed under the Key Information Document.
20. **Indemnity, Stamp Duty, and Expenses**

The Debenture Trustee has agreed to undertake its obligation as the debenture trustee relying solely on the accuracy of the information and documents as provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("Indemnifying Party") shall indemnify and agree to hold the Debenture Trustee, or any of its respective directors, officers, employees, attorneys, (each an "Indemnified Party") indemnified to the extent permitted by applicable laws, from and against any and all, liabilities, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty,

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incurred or suffered by the Indemnified Party in (collectively, "Losses") arising in connection with or as a result of:

- (a) any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;
- (b) any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement; and
- (c) any non-compliance, with the provisions of this Agreement.

The indemnification clause shall survive the termination of this Agreement.

- 21. The Company hereby agrees and 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.
- 22. The Company shall, pay on demand, all actual costs, and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment or supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to / reimburse the Debenture Trustee in respect of all actual expenses and out-of-pocket costs incurred by the Debenture Trustee (including without limitation), and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the transaction documents or any related documentation requested by the Debenture Holders. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration, or similar tax payable in connection with the entry into, registration, performance, enforcement, or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement, or waiver.
- 23. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
- 24. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully redeemed and paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
- 25. This Agreement shall be governed by and shall be construed in accordance with the existing laws of India. Any dispute (other than an Intermediary Dispute) arising thereof will be subject to the exclusive jurisdiction of the courts at Mumbai and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.

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26. Notices:

(a) Any communication shall be by letter sent by registered post, courier or fax:

To the Company

Address : VSB, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra-400001 India

Email : zubin.patel@tatacommunications.com

Attention : Mr. Zubin Adil Patel

To the Trustee

Address : Ground Floor, Universal Insurance Building, Sir Phirozshah Mehta Road, Fort Bazargate, Mumbai, India - 400001

Email : itsl@idbitrustee.com


Attention : Gaurav Jeswani

(b) Communications will take effect in the case of a letter, when delivered, in the case of fax, when the relevant delivery receipt is received by the sender or, in the case of an electronic communication when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 (twenty four) hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following Business Day in such place. Any communication delivered to any party under this Agreement which is to be sent by electronic communication will be written legal evidence.

(c) Without prejudice to paragraphs (a) and (b) above, for so long as the Debenture Holder remains a Debenture Holder (each as defined under the Debenture Trust Deed), a copy of any notice given or made to the Trustee pursuant to the foregoing provisions shall also be sent by courier and facsimile to the address set out in the fee letter (as defined under the Debenture Trust Deed) or to such addresses as the Debenture Holder may notify to the Trustee from time to time.

27. Dispute Resolution:

(a) In the event of any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Debenture Trustee's activities, including any dispute as to its existence, validity, interpretation, performance, breach or termination or any dispute relating to any non-contractual obligations arising out of or in connection with the aforesaid (an "Intermediary Dispute"), the Parties shall attempt, in the first instance, to resolve such Intermediary Dispute through amicable discussions between the Parties.

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- (b) In the event that such Intermediary Dispute cannot be resolved through amicable discussions within a period of 30 (thirty) days after the notification of such Intermediary Dispute to other Party (or such longer period as the Parties may agree to in writing) such Intermediary Dispute shall be referred to and finally resolved by arbitration administered by the [Mumbai Centre for International Arbitration ("MCIA")] by an arbitrator to be mutually appointed by the Parties in accordance with the arbitration rules of the MCIA (the "Rules"). The Rules are incorporated by reference into this section. The seat or legal place of arbitration shall be Mumbai and the courts of Mumbai shall have exclusive supervisory jurisdiction over the arbitration proceedings. The language used in the arbitral proceedings shall be English.
- (c) The cost of arbitration, including fees and expenses of the arbitrators, shall be paid in accordance with the arbitration award. Provided that the Debenture Trustee shall not be required to expend or risk its own funds or otherwise incur any personal financial liability in initiation and during the conduct of arbitration proceedings.
- (d) Pursuant to SEBI's circular, bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131, dated 31 July 2023, as amended, the Parties have opted for arbitration in accordance with paragraph 3 of the said circular.
- (e) Notwithstanding the foregoing, the Parties agree that either Party may seek equitable reliefs, interim reliefs or interim measures in any court of competent jurisdiction as necessary to obtain injunctive relief prohibiting breach or potential breach of this Agreement and/or an order compelling specific performance of this Agreement or otherwise.

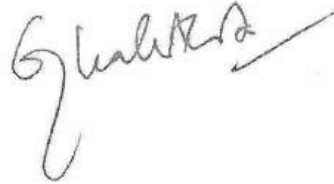
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IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.



SIGNED AND DELIVERED by the within named TATA COMMUNICATIONS LIMITED, being the Company above named by hand of Mr. Kabir Ahmed Shakir, an authorised representative of the Company authorised pursuant to board resolution dated July 17, 2025.



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SIGNED AND DELIVERED by the within named IDBI
TRUSTEESHIP SERVICES LIMITED in its capacity
as Debenture Trustee by the hand of Mr. Hiren
Kalinani, an authorized official of IDBI
TRUSTEESHIP SERVICES LIMITED.

DEBENTURE TRUSTEE	COMPANY
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ANNEXURE - A


LIST OF COMPLIANCE DOCUMENTS

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

Sr. No.	Information/ Documents
i.	CTC of the memorandum and articles of association or any other constitutional document of the Company, specifying the borrowing powers
ii.	CTC of the list of directors and of key managerial personnel ("KMP") of the Company viz., Managing Director / Whole Time Director / CEO / CS / CFO / Manager as per Companies Act, 2013.
iii.	CTC of the shareholding pattern of the Company (name of the holder(s), no. of shares, holding %).
iv.	CTC of board resolution passed under Section 179(3)(c) of the Companies Act, 2013 to issue debt securities and to authorize official/s of the Company to sign, seal and/or execute necessary documents.
v.	CTC of the board resolution for the appointment of the Debenture Trustee.
vi.	In case of delegation of powers to committee of directors / managing director / manager / principal officer, CTC of board resolution approving such delegation.

2. Information/ documents to be provided prior to allotment and execution of transaction documents)

Sr. No.	Information/ Documents
i.	Rating letter and rating rationale issued by the rating agency for the issue, if any.
ii.	A certificate cum confirmation duly signed by KMP of the borrower company or a certificate of practicing company secretary/chartered accountant that all existing loans inclusive of the proposed borrowing are within the limits sanctioned under section 180(1)(c) of the Companies Act, 2013.
iii.	Letter of in-principle approval from a recognised stock exchange or exchanges permitting the securities to be dealt in such stock exchanges or CTC of the listing agreement executed with the stock exchange concerned.
iv.	Specimen signatures of the authorised signatories / persons authorized by the resolution of the Company with photo identity proof.
v.	Last 3 (three) years audited Annual Reports.
vi.	Latest audited / limited review half yearly or quarterly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.
vii.	An undertaking to the effect that the Company would, till the redemption of the debt securities, submit the details mentioned in the above mentioned point to the Trustee within the timelines as mentioned in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated 13 October 2015 and the listing agreement

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	pursuant thereto to be executed with the Stock Exchange as amended from time to time, for furnishing / publishing its half yearly/ annual result.
viii.	Confirmation on maintenance of recovery expense fund or duly acknowledged letter from stock exchange confirming the same.
ix.	Duly executed subscription agreement entered into between the Company and the subscribers or duly signed offer letter (PAS-4, if applicable) / general information document and the relevant key information document, as the case may be.
x.	CTC of the resolution of the board of directors / committee / sub-committee for issuance and allotment of debentures.
xi.	Allotment letters in case the securities are issued in physical form.

3. Information/ documents to be provided post allotment

Sr. No.	Information/ Documents
i.	ISIN Activation Letter confirming creation of ISIN Nos. for allotment of debentures.
ii.	Confirmation in respect of credit corporate action from NSDL / CDSL.
iii.	Listing approval confirming listing of Debentures on the stock exchange from NSE / BSE or the CTC of the listing agreement executed with stock exchange (if not submitted prior to allotment).
iv.	Form PAS-3 - Return of Allotment along with the annexures as filed with the Registrar of Companies.
v.	Evidence of payment of the stamp duty in respect of the Debentures issuance (if not already provided at the time of allotment of debentures) and the other transaction documents (if not already provided at the time of execution of transaction documents).

4. Documents/ Information required or actions to be undertaken prior to/ at the time of making the application for listing:

Sr. No.	Information/ Documents
i.	Copy of the board / committee resolution authorizing the borrowing and list of authorized signatories.
ii.	An undertaking from the Company stating the debt securities have been listed, within 3 (three) working days of execution of the same.
iii.	Debenture Trust Deed.
iv.	The issuer proposing to list debt securities shall deposit an amount equal to 0.01% of the issue size subject to maximum of ₹ 25 lakhs per issuer towards 'Recovery Expense Fund' (REF) with the designated stock exchange, as identified and disclosed in its offer document/ information memorandum. The Company shall deposit cash or cash equivalent(s) including Bank Guarantees towards contribution to this fund at the time of making the application for listing of debt securities.
v.	Bank Account details along with copy of Pre-authorisation letter issued by Company to banker to seek Interest & debt redemption payment related information from the Company's bank.

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DEBENTURE TRUSTEE	COMPANY
	



