



महाराष्ट्र MAHARASHTRA

2025

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प्रकार Agreement
रस्त नोंदणी करणार आहेत का? होय/नाही.

मेळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव

पत्ता

दुसऱ्या पक्षासाठीचे नाव

हस्ताव्यवृत्तीचे नांव व पत्ता

Bajaj Housing Finance Limited
Catalyst Trusteeship Limited
23/11/2025

SANGIETAA LOKANDE

महाराष्ट्र क्र. २२०११२४

मुद्रांक विकत घेणाऱ्याची सही नोंदण होटल कम्युनिटी, बंडगार्डन रोड, पुणे.

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक
कोणी केलेल्या असून ६ महिन्यात यावरून बंधनकारक आहे.



25 JUN 2025

प्रथम मुद्रांक लिपीक
कायमार पुणे करिता

This Stamp paper forms an integral part of the
Debenture Trustee Appointment Agreement executed
between Bajaj Housing Finance Limited and
Catalyst Trusteeship Limited on July 2, 2025.



For Catalyst Trusteeship Limited

Authorised Signatory

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

BETWEEN

BAJAJ HOUSING FINANCE LIMITED
(As the Issuer/ Company)

AND

CATALYST TRUSTEESHIP LIMITED
(As the Debenture Trustee)



DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This Debenture Trustee Appointment Agreement ("**Agreement**") is made at Mumbai on this day of July 2, 2025.

BETWEEN

BAJAJ HOUSING FINANCE LIMITED, a Public Limited Company registered under the Companies Act, 1956, and a Company within the meaning of Section 2(20) of the Companies Act 2013 identified by the CIN. L65910PN2008PLC132228 and having its registered office at Bajaj Auto Limited Complex Mumbai-Pune Road, Akurdi Pune-411035 and Corporate Office at 5th Floor, B2, Cerebrum IT Park, Kumar city, Kalyani Nagar, Pune- 411014 hereinafter called the "**Company**" or the "**Issuer**" (which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a Company incorporated under the Companies Act, 1956 and having CIN - U74999PN1997PLC110262 and its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune-411038 and corporate office at Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013(hereinafter called the "**Catalyst**" or "**Debenture Trustee**" or "**Trustee**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include the Debenture Trustee and its successors, substitutes and assigns) of the **OTHER PART**.

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

WHEREAS:

- (1) The Company proposes to issue the Debentures (*as defined hereinafter*) for the purpose of deployment of funds in its own balance sheet pursuant to the provisions of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, Companies Act 2013, SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 and other applicable provisions as amended from time to time and has passed a board resolution on 27 January 2025 authorizing borrowing of funds by way of issuance of rated, listed, secured, redeemable, non-convertible debentures ("Debentures" or "NCDs") each having a face value of Rs. 1,00,000 (Rupees One Lakh only) or such other face value as may be specified by SEBI from time to time or in case of reissuance, at the original face value under Series 33 to be issued in multiple tranches including green shoe option to retain over subscription issued on a private placement basis in dematerialised form and in accordance with the General Information Document to be filed by the Company with the BSE Limited ("**BSE**") and the broad terms to be mentioned in the Debenture Trust Deed (*as defined hereinafter*). Shareholders at their Extra-Ordinary General Meeting held on 6 June, 2024 have also authorized the company to borrow funds upto Rs. 1,50,000 Crore.
- (2) The shareholders of the Company, vide special resolution passed at their 16th Annual General Meeting held on July 22, 2024, pursuant to provisions of Section 42 of the Companies Act, 2013, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and any other applicable provisions of Companies Act, 2013, has authorized the Board of Directors of the Company to make offer(s) or invitation(s) to subscribe to secured /, redeemable, non-

 Bajaj Housing Finance Limited as the Issuer	1  Catalyst Trusteeship Limited as the Debenture Trustee
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convertible, debentures in one or more series during the period commencing from the conclusion of said Annual General Meeting till the conclusion of next Annual General Meeting of the Company through private placement in conformity with rules, regulations and enactments as applicable from time to time, subject to total amount not exceeding the borrowing powers approved by the members of the Company from time to time including any subsequent approval of the shareholders in this regard.

- (3) The Company has submitted the details required as per Schedule I of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (hereinafter referred to as "**Non-Convertible Securities Regulations**") and other applicable provisions under relevant law for the time being in force to the BSE for the purpose of listing the Debentures on its Wholesale Debt Market ("**WDM**") segment.
- (4) Pursuant to the Companies Act, 2013 and the Non-Convertible Securities Regulations, the Company is required to appoint a Debenture Trustee for the benefit of and to act on behalf of the holders of the Debentures ("**Debenture Holders**") and accordingly the Company has approached Catalyst to act as the Debenture Trustee for the Debenture Holders. Catalyst has agreed to act as the Debenture Trustee on behalf of and for the benefit of the Debenture Holders. The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993.
- (5) The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993.
- (6) The Company has represented that the Consent/ No-objection certificate (NOC) if required from Existing Charge Holders for further creation of charge on the Hypothecated Property will be provided at the issuance of respective tranches under Key Information Document. Pursuant to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, and the SEBI Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated November 11, 2024 and SEBI Master Circular on issue and listing on Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, the Issuer Company is required to execute the uniform listing agreement and comply with the said Regulations *inter-alia* by furnishing the requisite information to the BSE, the Debenture Trustee and the Debenture Holders.
- (7) At the request of the Company, Catalyst has agreed to act as the Debenture Trustee under this Agreement on the terms and conditions agreed upon and hereinafter set out in the Debenture Trust Deed to be executed on or about the date of this Agreement.

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

1. Words and expressions used herein and defined in the Debenture Trust Deed shall have the meaning respectively assigned to such words and expressions in the Debenture Trust Deed and shall be deemed incorporated herein by reference (as of the date hereof, irrespective of the date of execution of the Debenture Trust Deed).
2. Notwithstanding anything to the contrary contained in this Agreement, or any other Debenture Documents, the Parties agree, confirm and acknowledge that the terms of the Debenture Trust Deed shall prevail in case of any conflict in the terms of this Agreement and the Debenture Trust Deed. Further, it is agreed that the Debenture Trustee shall act in accordance with the

 Bajaj Housing Finance Limited as the Issuer	 Catalyst Trusteeship Limited as the Debenture Trustee
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terms of the Debenture Trust Deed in discharging its obligations under the Debenture Documents.

3. The Company hereby appoints Catalyst as the Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders with respect to the Debentures to be issued by the Company; and Catalyst hereby agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders as per the consent letter dated July 02, 2025 having reference no. **CL/DEB/25-26/682** the copy of consent letter is enclosed as **Annexure-II** and for the purposes related thereto, strictly in accordance with the provisions of the Debenture Documents and more particularly given in the Debenture Trust Deed. Notwithstanding anything to the contrary, 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.
4. The Company hereby declares and confirms to submit the required details along with the necessary documents mentioned in the checklist of the listing application to the BSE, for the purpose of listing the Debentures on the WDM of BSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the BSE. A copy of the listing approval received from the BSE will be forwarded to the Debenture Trustee.
5. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities and that neither the Company nor its promoters or directors have been categorised as a willful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India (RBI).
6. The Company hereby declares and confirms that the proposal to create a charge or security in respect of secured debt securities has been/ shall be disclosed in the offer document.
7. The Company hereby declares and confirms that it has given an undertaking in the offer document that the assets on which charge is created are already charged to secure debt, the permissions or consent to create a first pari passu charge on the assets of the Company will be obtained from the existing creditors and charge holders (represented by the Trustees), wherever applicable, at the time of respective issuance under tranches as per the Key Information Document.
8. The Company confirms that the requisite disclosures will be made in the Disclosure Documents.
9. The Debenture 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 the Debenture Holders for the Debentures/ NCDs.
10. The Company hereby agrees to ensure the compliance of the Companies Act, 2013 and the applicable guidelines issued by SEBI in respect of allotment of debentures i.e., Debentures under listed private placement.
11. The Company hereby agrees and undertakes to execute the Debenture Trust Deed in Form SH - 12 or as near thereto as possible in favour of the Debenture Trustee, setting out thereby the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company and the Debenture Trustee in terms of Rule 18(5) of the Companies

 Bajaj Housing Finance Limited as the Issuer	 Catalyst Trusteeship Limited as the Debenture Trustee
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(Share Capital and Debentures) Rules, 2014 ("**Debenture Trust Deed**"). Such Debenture Trust Deed shall consist of two parts: *Part A* containing statutory/standard information pertaining to the debt issue; and *Part B* containing details specific to the particular debt issue. The draft of the Debenture Trust Deed shall be finalized by the relevant parties thereto. The Issuer and the Debenture Trustee shall execute the Trust Deed within such timelines as may be specified by the SEBI. Where an Issuer fails to execute the Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013 and SEBI (Issue and Listing of Non-Convertible Securities), 2021, the Issuer 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 Trust Deed.

12. The Company hereby agrees and undertakes to create security simultaneous with the execution of the Debenture Trust Deed over such of its movable properties or financial assets and on such terms and conditions as agreed by the Debenture Holders and shall be disclosed in the General Information Document or Disclosure Document and the Debenture Documents and execute the Debenture Trust Deed and other necessary security documents as approved by the Debenture Trustee, prior to filing of listing application for listing of the Debentures, in accordance with the and within the time frame prescribed for the Debentures in the relevant regulations/act/rules etc. and the same would be uploaded on the website of the BSE, where the Debentures have been listed simultaneously with the submission of the listing application for the Debentures. The Company shall register the charge over securities with Registrar of Companies, and also provide all necessary cooperation to the Debenture Trustee to enable the Debenture Trustee to register the charge created pursuant to the security documents with the Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) as applicable, within 30 days of creation of charge.
13. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration hereinafter mentioned 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 all other Debenture Documents. The remuneration of the Debenture Trustee shall be as per the letter dated July 2, 2024, having reference no. CL/DEB/25-26/682 as may be amended/modified from time to time.
14. Arrears of installments of annual service charges, if any, shall carry interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time, or as otherwise specified by the Trustee.
15. The Company shall *inter-alia* furnish to the Debenture Trustee the following documents: -
 - i) Memorandum and Articles of Association of the Company;
 - ii) General Information Document/ Prospectus / Key Information Document/ Disclosure Document ;
 - iii) Agreement with the Registrar to Issue;
 - iv) Letters from Credit Rating Agencies about Ratings;
 - v) Details of the Depository with whom the Debentures are being held in dematerialized form;
 - vi) Debenture Documents;
 - vii) Supporting documents for Due Diligence Report of the Security prior to Security creation and on quarterly basis;

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- viii) Report on quarterly basis on the monitoring of Security Cover in the manner as may be specified by the Board from time to time;
- ix) This Debenture Trustee Appointment Agreement;
- x) Necessary resolution for allotment of Debentures;
- xi) Proof of Credit / Dispatch of Debenture Certificates, if any;
- xii) Copy of last three years' Audited Annual Reports;
- xiii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- xiv) Copy of the 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;
- xv) the Issuer shall within 180 (one hundred eighty) days from the end of the financial year, submit a copy of the latest annual report to the Trustee;
- xvi) Debenture Trust Deed;
- xvii) ROC Certificate;
- xviii) Security documents;
- xix) Confirmation/Proofs of payment of interest and principal made to the Debenture Holders;
- xx) A Certificate from Statutory Auditor certifying the value of book debts/receivables and Issuer's compliance with the financial covenants as contained in the Debenture Documents on quarterly basis;
- xxi) Statutory auditor certificate certifying security cover and all covenants on half yearly basis.
- xxii) A Certificate from Statutory Auditor regarding utilisation of funds/issue proceeds;
- xxiii) Periodical Reports on monthly basis or as may be required by the Debenture Trustee or the Debenture Holders;
- xxiv) A copy of all notices, resolutions and circulars relating to new issue of security at the same time as they are sent to shareholders/ holders of debt securities;
- xxv) Information to be submitted to the BSE, as and when required;
- xxvi) Beneficiary Position reports;
- xxvii) Insurance Policies taken in the name of Debenture Trustee in respect of the Securities;
- xxviii) In Principle approval for Listing of NCDs from the BSE;
- xxix) A copy of all information required to be provided by the Company under Applicable Law requirements to any Governmental Authority and, or, under the Listing Agreement to the BSE;
- xxx) Listing & Trading Permission from the BSE; and
- xxxi) Such other documents and certificates as may be reasonably required by the Debenture Trustee with respect to NCDs.

16. The Company agrees and undertakes to ensure implementation of the conditions regarding creation of Security for the Debentures and to provide all documents required for preparing Due Diligence Report for the Security and monitoring of Security Cover; and set up a Debenture Redemption Reserve if applicable and Recovery Expense Fund.

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17. The Company agrees and undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, the Non-Convertible Securities Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 and the Listing Agreement pursuant thereto to be executed with BSE, SEBI Master Circular on issue and listing on Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024, the Companies Act, 2013, any circular, notification or guidelines issued by SEBI or any other regulatory authorities as may be applicable from time to time including any modifications, amendments or re-enactment thereof, in respect of 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.
18. The Debenture Trustee agrees & undertakes that they are not restricted from acting as the debenture trustee for the Debentures to be issued by the Company under any Applicable Law including under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
19. **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 comforts and the required asset cover for the Debentures, which is undertaken by the Company 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 I** hereto.

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

- (i) The Debenture Trustee, either through itself or its agents/advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance 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 disclosure documents and the relevant laws, has been obtained. For the purpose of carrying out the due diligence as required, the Debenture Trustee, either through itself or its agents /advisors/consultants, 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.
- (ii) The Company shall provide all 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, 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.
- (iii) Further, in the event that existing charge holders 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, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents

 Bajaj Housing Finance Limited as the Issuer	 Catalyst Trusteeship Limited as the Debenture Trustee
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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.

- (iv) 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 to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the relevant laws.
- (v) The Debenture Trustee shall have the power to independently 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. All reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.

21. 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 that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;
- (c) All disclosures made in the Disclosure Documents with respect to creation of security are in confirmation with the clauses of this Agreement;
- (d) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures; and
- (e) 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, 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.

22. Other Terms and Conditions

- (a) The 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.
- (b) The Company confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.

 Bajaj Housing Finance Limited as the Issuer	 Catalyst Trusteeship Limited as the Debenture Trustee
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- (c) 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 Holder. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.
- (d) 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 offer document or private placement memorandum/ General 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 Disclosure Documents.

23. 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, associates, affiliates, experts or agents (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party in (collectively, "**Losses**") arising in connection with or as a result of:

- (i) 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;
- (ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- (iii) Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.

24. 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.

25. 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

 Bajaj Housing Finance Limited as the Issuer	 Catalyst Trusteeship Limited as the Debenture Trustee
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into this Agreement and/or any amendment of, 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 expenses and out-of-pocket costs incurred by the Debenture Trustee (including without limitation) expenses incurred in connection with due diligence and any expert(s) appointed by the Trustee in relation thereto, 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. 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.

26. Subject to the Applicable Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
27. 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.
28. 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.
29. This Agreement shall be governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the jurisdiction of the courts at Pune and that accordingly, any suit, action or proceedings arising out of or in connection with this Agreement may be brought before such courts.
30. This Agreement is entered into in compliance with the provisions of Regulation 13 of SEBI (Debenture Trustees) Regulations, 1993 and the Non-Convertible Securities Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, the Companies Act, 2013 and other applicable provisions and 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 paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.



Bajaj Housing Finance Limited
as the Issuer



Catalyst Trusteeship Limited
as the Debenture Trustee

ANNEXURE I

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

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/Financial Assets;
ii.	For encumbered assets, on which charge is proposed to be created, the following information/ consents along-with their validity as on date of their submission: (a) Details of existing charge over the assets along with details of charge holders, their contact details including email ID's; (b) value/ amount of the asset(s); (c) copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable; (d) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets, wherever applicable or relevant transaction documents wherever applicable wherein existing charge holders have given conditional consent/ permission to the Issuer Company to create further charge on the assets, along-with terms of such conditional consent/ permission, if any; (e) Details of existing unsecured lenders, having negative lien, their contact details including email ID's; (f) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer Company in favour of unsecured lenders.
iii.	An undertaking confirming that all the information provided to the Trustee are true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it under this Agreement.
iv.	Any other information, documents or records required by Debenture Trustee with regard to the proposed creation of security and perfection of security.



Bajaj Housing Finance Limited
as the Issuer



Catalyst Trusteeship Limited
as the Debenture Trustee

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

SIGNED AND DELIVERED by **BAJAJ HOUSING FINANCE LIMITED** the within named Company by the hand of Mr. Rahul Gupta, Head-Treasury, Mid-Office and Mr. Atul Patni, Company Secretary.



For Bajaj Housing Finance Limited

Rahul Gupta
Authorized Signatory

[ATUL PATNI]

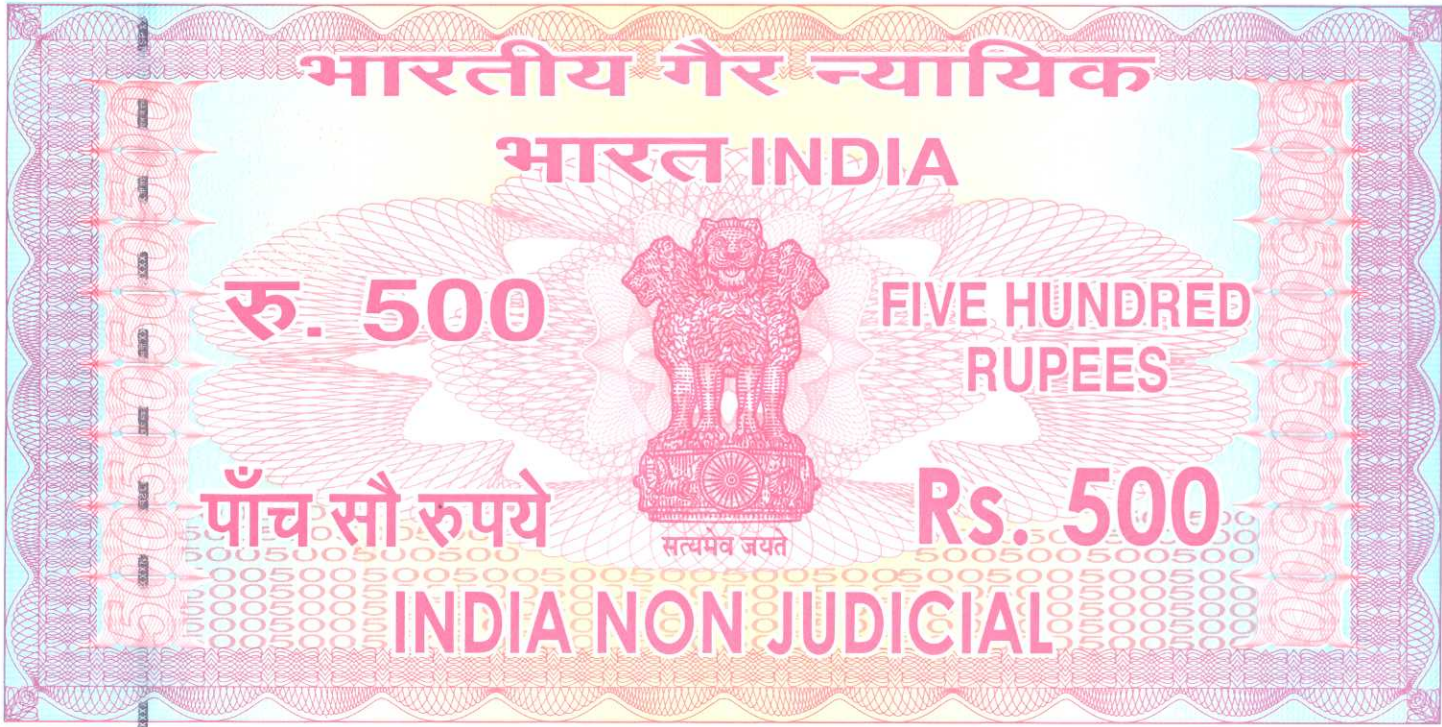


SIGNED AND DELIVERED by CATALYST TRUSTEESHIP LIMITED, the within named Debenture Trustee by the hand of Ms. Mrugachali Deshpande, Assistant Manager.

For Catalyst Trusteeship Limited


Authorised Signatory





महाराष्ट्र MAHARASHTRA

2026

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दि. 06.06.2026
प्रकार अंगीकृत
वस्तु नोंदणी करणार आहेत का? होय/नाही.
मिळकतीचे वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव
पत्ता
दुसऱ्या पक्षकाराचे नांव
हस्ते व्यक्तीचे नांव व पत्ता

SANGIETAA LOKANDE

परवाना क्र. 2209928

मुद्रांक विकत घेणाऱ्याची सही गोबिंद हॉटेल कंपाउंड, बॅंगार्डन रोड, पुणे-१

आवा कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी त्यांनी
ज्यांनी केलेल्यातून ६ महिन्यांत यापुढील कोणत्याही दिनांकास



15 JUN 2026

प्रथम मुद्रांक लिपिका
कोषागार पुणे कर्मिता
15/06/2026

This Stamp paper forms an integral part of the addendum to the Debenture Trustee Agreement dated 28 July 2026 entered into between Bajaj Housing Finance Limited and Catalyst Trusteeship Limited here at Pune.



For Catalyst Trusteeship Limited

Authorised Signatory

**ADDENDUM DEED TO
THE DEBENTURE TRUSTEE AGREEMENT**

BETWEEN

**BAJAJ HOUSING FINANCE LIMITED
AS THE ISSUER/COMPANY**

AND

**CATALYST TRUSTEESHIP LIMITED
AS DEBENTURE TRUSTEE**



ADDENDUM DEED TO DEBENTURE TRUSTEE AGREEMENT

This Addendum deed ("Addendum Deed") to the Debenture Trustee Agreement dated 2 July, 2025 has been made and entered into at Pune on this day of 28 July, 2026.

BY AND BETWEEN

BAJAJ HOUSING FINANCE LIMITED, a Public Limited Company incorporated under the Companies Act, 1956, and validly existing under the Companies Act, 2013, identified by the CIN L65910PN2008PLC132228 and having its registered office at Bajaj Auto Limited Complex Mumbai-Pune Road, Akurdi Pune – 411035 and Corporate Office at 5th Floor, B2, Cerebrum IT Park, Kumar city, Kalyani Nagar, Pune - 411014, hereinafter referred to as the "**Company**" or the "**Issuer**" (which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of the **ONE PART**;

AND

CATALYST TRUSTEESHIP LIMITED, a Company incorporated under the Companies Act, 1956, and a Company within the meaning of Section 2(20) of the Companies Act 2013 identified by the CIN. U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune-411038 (hereinafter referred to as the "**Debenture Trustee**" or "**Trustees**" which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors and assigns) of the **OTHER PART**.

The Company and the Trustees may hereinafter be jointly referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS, on 2 July 2025, a Debenture Trustee Agreement ("**DTA**") was executed between the Company and the Trustee for the purpose of appointing the Trustee to act on behalf of and safeguard the interests of the debenture holders, laying down the scope of services, duties, responsibilities, rights, and obligations of the Trustee in connection with the issuance of rated, listed, secured, redeemable, non-convertible debentures (hereinafter referred to as the "**Debentures**" or "**NCDs**"), on a private placement basis in dematerialized form to the Debenture Holder(s), under Series 33;

AND WHEREAS the Company has obtained in-principal approval for General Information Document ('GID') in terms of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 on 1 July, 2026, for issue and reissue of secured and unsecured debentures under Series 34 on private placement basis, along with the consent letter from Trustees on 27 June, 2026;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

- A. This Addendum Deed is executed for the issuance and/or reissuance of secured debentures, under Series 34, on a private placement basis in dematerialized form to the Debenture Holder(s), in accordance with the GID dated 30 June, 2026, the existing DTA dated 2 July, 2025, Key Information Document issued from time to time in respect of subsequent issuances under aforesaid GID and other Transaction Documents referred therein.



- B. The Board of Directors of the Company at their meeting held on 27 January 2025 read with Board Resolution dated 27 April 2026 (change in authorization) has authorized issue of debentures on private placement basis within overall borrowing limit of Rs.1,25,000 crore (One Lakh Twenty Five Thousand crore only), under Series 34 in one or more tranches, including necessary modifications or amendments as may be deemed appropriate by the Board from time to time. Shareholders at their Extra-Ordinary General Meeting held on 6 June 2024 have also authorized the company to borrow funds upto Rs. 1,50,000 (One Lakh Fifty Thousand crore only).
- C. The Company hereby appoints Catalyst Trusteeship Limited as the Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders with respect to the Debentures to be issued by the Company under series 34; and Catalyst Trusteeship Limited hereby agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders as per the consent letter dated 27 July, 2026 having reference no. CL/DEB/26-27/706 the copy of consent letter is enclosed as Annexure-I and for the purposes related thereto, strictly in accordance with the provisions of the Debenture Documents and more particularly given in the Debenture Trust Deed dated 22 July 2024 and Addendum to Debenture Trust Deed dated 28 July, 2026 (together referred to as "DTD"). Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any instructions of the Company and shall at all times only act in accordance with the terms of the DTD.
- D. The terms and conditions of the DTA dated 2 July 2025 shall apply to such issuance and/or reissuances, *mutatis mutandis*. All capitalized terms used but not defined herein, shall have the meaning ascribed to them in the DTA or the DTD.
- E. Except as expressly amended or supplemented by this Addendum Deed, all other terms and conditions of the DTA dated 2 July 2025 shall remain unchanged and shall continue in full force and effect.



IN WITNESS WHEREOF, this Addendum Deed has been executed and delivered as of the date first written above

SIGNED AND DELIVERED by the within named
BAJAJ HOUSING FINANCE LIMITED by the hand of

Mr. Rahul Gupta,
Head-Treasury, Mid-Office and

Mr. Atul Patni,
Company Secretary

For Bajaj Housing Finance Limited

Authorized Signatory/ies



SIGNED AND DELIVERED by CATALYST
TRUSTEESHIP LIMITED, the within named
Debenture Trustee by the hand of

Mougachali Beshpondele

Its Authorised Signatory

For Catalyst Trusteeship Limited

[Signature]

Authorised Signatory



CL/DEB/26-27/706

Date: 27-Jul-2026

To,
Bajaj Housing Finance Limited,
3rd floor, Panchshil Tech Park,
Plot 43 1, 43 2 & 44 2, Viman Nagar,
Pune,
Maharashtra,
India 411014.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured/Unsecured, Non-Convertible Debentures of ₹ 35000.00 Crores

We refer to your Email dated July 27, 2026, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

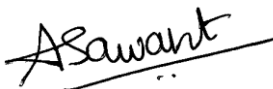
We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name : Aishwarya Sawant

Designation : Assistant Manager



Annexure A

1.Fee Structure for transaction CL/DEB/26-27/706

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 18,00,000.00
Annually Trusteeship Fees(Amount/Percentage)	₹ 18,00,000.00

Annually Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable. The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

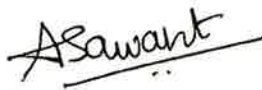
Please return the signed copy of this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For Bajaj Housing Finance Limited



Name : Aishwarya Sawant

Designation : Assistant Manager



Name : MR. RAHUL GUPTA

Designation : HEAD-TREASURY M&D OFFICE

