



May 16, 2023

National Stock Exchange of India Limited

Exchange Plaza, C-1, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051
Scrip Code – **TATACONSUM**

BSE Limited

Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai 400001
Scrip Code - **500800**

The Calcutta Stock Exchange Limited

7 Lyons Range
Kolkata 700 001
Scrip Code – **10000027 (Demat)**
27 (Physical)

Sub: Termination of the GDR Program and subsequent delisting from the London Stock Exchange and Luxembourg Stock Exchange

Dear Sir/Madam,

In furtherance to our previous correspondence dated February 2, 2023, regarding the subject mentioned above, we are hereby submitting the Termination Notice issued by Deutsche Bank Trust Company Americas (“Deutsche”), acting as the Depository, to the holders of Global Depository Receipts (“GDRs”) of the Company.

According to the notice, the termination of the GDR program will become effective on June 23, 2023, at 5:00 PM (Eastern Time) (the "Termination Date"). Following the Termination Date, the GDRs will be delisted from London Stock Exchange and Luxembourg Stock Exchange.

We request you to take this on record and to treat the same as compliance with the applicable provisions of the Listing Regulations.

Thanking you,

Yours Sincerely,

For **Tata Consumer Products Limited**

Neelabja Chakrabarty
Company Secretary & Compliance Officer

Encl: the termination notice issued by Deutsche

TATA CONSUMER PRODUCTS LIMITED

11/13 Botawala Building 1st Floor Office No 2-6 Horniman Circle Fort Mumbai 400 001 India

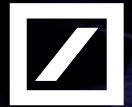
Tel: 91-22-6121-8400 | Fax: 91-22-61218499

Registered Office: 1, Bishop Lefroy Road, Kolkata – 700 020

Corporate Identity Number (CIN): L15491WB1962PLC031425

Email: investor.relations@tataconsumer.com

Website: www.tataconsumer.com



Depository Receipts Announcement

May 9, 2023

Tata Consumer Products Limited - Termination ****Updated****

Deutsche Bank Trust Company Americas, as depository (the "Depository"), today announced that it will terminate (i) the Rule 144A deposit agreement dated as of March 10, 2000, as supplemented and amended on March 15, 2004 and on May 16, 2014 by and among Tata Consumer Products Limited (the "Company") the Depository and owners and beneficial owners of Rule 144A Global Depository Receipts (the "Rule 144A DSs") evidenced by Depository Receipts issued thereunder (the "Rule 144A Deposit Agreement") and (ii) the deposit agreement dated as of March 10, 2000, as supplemented and amended on March 15, 2004 and on May 16, 2014 by and among the Company, the Depository, and the owners and beneficial owners of Global Depository Receipts (the "Reg S DSs" and together with the Rule 144A DSs the "DSs") evidenced by Depository Receipts issued thereunder (the "Reg S Deposit Agreement", and together with the Rule 144A Deposit Agreement the "Deposit Agreements"). Pursuant to the provisions of the Deposit Agreements, such termination will take effect at 5:00PM (Eastern Time) on ****June 23, 2023 (the "Termination Date")**.

Under the terms of the Receipt, you have until at least 12 months after the Termination Date (being, ****June 24, 2024**) to surrender your DSs for cancellation and to take delivery of the underlying shares. Holders are reminded that any time after 12 months after the Termination Date (being, ****June 12, 2024**), the Depository may sell the securities represented by then outstanding DSs and may thereafter hold uninvested the net proceeds of any such sale, without liability for interest. If you surrender DSs for delivery of the underlying shares, you must pay a cable fee of \$15.00, and cancellation fee of up to \$0.05 per DS surrendered and any applicable U.S. or local taxes or governmental charges.

Holders are strongly urged to cancel their DRs prior to the Termination Date. It is anticipated that Indian withholding tax at the maximum rate (currently 43.68%) will apply to the gross proceeds from any sale of Deposited Securities prior to the Depository then deducting the fees and expenses owing under the Deposit Agreements and that no tax reclamation process with the Income Tax Authorities of India or otherwise will be available through the Depository or its agents in connection therewith.

Depository Receipt Information:

| | |
|--------------------------|--------------------------------|
| Issue: | Tata Consumer Products Limited |
| CUSIP: | 876569104,876569203 |
| ISIN: | US8765691048,US8765692038 |
| Symbol: | TTAEY, TATE |
| Country: | India |
| Ratio: | 1 DS : 1 ORD |
| Termination Date: | **June 23, 2023 |
| Cancellation Expiration: | **June 24, 2024 |
| Event: | Termination |

American Stock Transfer

Tel: +1 (800) 821-8780

Email: dbemails@astfinancial.com

Corporate Actions

Web: www.adr.db.com

Duewa Brooks

+1-212-250-1305

Depository Receipts Trust and Agency Services

Certain of these securities may not have been registered under the US Securities Act of 1933 (the "Act") and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Act. The investment or investment service that is the subject of this announcement is not available to retail clients as defined by the UK Financial Conduct Authority. This announcement has been approved and/or communicated by Deutsche Bank AG London. The services described in this notice are provided by Deutsche Bank Trust Company Americas (Deutsche Bank) or by its subsidiaries and/or affiliates in accordance with appropriate local registration and regulation. Deutsche Bank as the Depository may use brokers, dealers or other service providers that are affiliates or other Deutsche Bank and that may earn fees and commissions. Deutsche Bank as the Depository may pay a rebate to brokers in connection with the issuance of unsponsored depository receipts. Deutsche Bank disclaims all responsibility regarding whether such broker discloses or passes all or a portion of such rebate to holders or beneficial owners of such depository receipts. The above information is being provided solely for informational purposes by Deutsche Bank. Deutsche Bank does not warrant or guarantee the accuracy or completeness of, and does not undertake an obligation to update or amend, this announcement. Neither this announcement nor the information contained herein constitutes an offer or solicitation by Deutsche Bank or any other issuer or entity for the purchase or sale of any securities nor does it constitute a solicitation to any person in any jurisdiction where solicitation would be unlawful. This material shall not be construed as investment or legal advice or a recommendation, reference or endorsement by Deutsche Bank. Deutsche Bank as the Depository provides no advice, recommendation or endorsement with respect to any company or security. No part of this announcement may be copied or reproduced in any way without the prior written consent of Deutsche Bank. Past results are not an indication of future performance. Copyright © May 2023 Deutsche Bank AG. All rights reserved.

Rule 144A Deposit Agreement – Termination

The Depository shall at any time at the direction of the Company, terminate the Rule 144A Deposit Agreement by mailing notice of such termination to the Owners of all Rule 144A Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. The Depository may likewise terminate Rule 144A the Deposit Agreement by mailing notice of such termination to the Company and the Owners of all Rule 144A Receipts then outstanding, if at any time 60 days shall have expired after the Depository shall have delivered to the Company a written notice of its election to resign and a successor depository shall not have been appointed and accepted its appointment as provided in the Section 5.04 of the Rule 144A Deposit Agreement. On and after the date of termination, the Owner of a Rule 144A Receipt will, upon (a) surrender of such Rule 144A Receipt at the Corporate Trust Office of the Depository, (b) payment of the fee of the Depository for the surrender of Rule 144A Receipts referred to in Section 2.05 of the Rule 144A Deposit Agreement, and (c) payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Rule 144A Deposited Securities represented by the Global Depository Shares evidenced by such Rule 144A Receipt. If any Rule 144A Receipts shall remain outstanding after the date of termination, the Depository thereafter shall discontinue the registration of transfers of Rule 144A Receipts, shall suspend the distribution of dividends to the Owners thereof, and shall not give any further notices or perform any further acts under the Rule 144A Deposit Agreement, except that the Depository shall continue to collect dividends and other distributions pertaining to Rule 144A Deposited Securities, shall sell rights and other property as provided in the Rule 144A Deposit Agreement, and shall continue to deliver Rule 144A Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Rule 144A Receipts surrendered to the Depository (after deducting, in each case, the fee of the Depository for the surrender of a Rule 144A Receipt, any expenses for the account of the Owner or such Rule 144A Receipt in accordance with the terms and conditions of the Rule 144A Deposit Agreement, and any applicable taxes or governmental charges). At any time after the expiration of one year from the date of termination, the Depository may sell the Rule 144A Deposited Securities then held under the Rule 144A Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it under the Rule 144A Deposit Agreement, unsegregated and without liability for interest, for the pro rata benefit of the Owners of Rule 144A Receipts which have not theretofore been surrendered, such Owners thereupon becoming general creditors of the Depository with respect to such net proceeds. After making such sale, the Depository shall be discharged from all obligations under the Rule 144A Deposit Agreement, except to account for such net proceeds and other cash (after deducting, in each case, the fee of the Depository for the surrender of a Rule 144A Receipt, any expenses for the account of the Owner of such Rule 144A Receipt in accordance with the terms and conditions of the Rule 144A Deposit Agreement, and any applicable taxes or governmental charges) and except for its obligations under section 5.08 of the Rule 144A Deposit Agreement. Upon the termination of the Rule 144A Deposit Agreement, the Company shall be discharged from all obligations under the Rule 144A Deposit Agreement except for its obligations to the Depository under sections 5.08 and 5.08 of the Rule 144A Deposit Agreement.

Reg S Deposit Agreement – Termination

The Depository shall at any time at the direction of the Company, terminate the Reg S Deposit Agreement by mailing notice of such termination to the Owners of all Reg S Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. The Depository may likewise terminate the Reg S Deposit Agreement by mailing notice of such termination to the Company and the Owners of all Reg S Receipts then outstanding, if at any time 60 days shall have expired after the Depository shall have delivered to the Company a written notice of its election to resign and a successor depository shall not have been appointed and accepted its appointment as provided in the Section 5.04 of the Reg S Deposit Agreement. On and after the date of termination, the Owner of a Reg S Receipt will, upon (a) surrender of such Reg S Receipt at the Corporate Trust Office of the Depository, (b) payment of the fee of the Depository for the surrender of Reg S Receipts referred to in Section 2.05 of the Reg S Deposit Agreement, and (c) payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Reg S Deposited Securities represented by the Global Depository Shares evidenced by such Reg S Receipt. If any Reg S Receipts shall remain outstanding after the date of termination, the Depository thereafter shall discontinue the registration of transfers of Reg S Receipts, shall suspend the distribution of dividends to the Owners thereof, and shall not give any further notices or perform any further acts under the Reg S Deposit Agreement, except that the Depository shall continue to collect dividends and other distributions pertaining to Reg S Deposited Securities, shall sell rights and other property as provided in the Reg S Deposit Agreement, and shall continue to deliver Reg S Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Reg S Receipts surrendered to the Depository (after deducting, in each case, the fee of the Depository for the surrender of a Reg S Receipt, any expenses for the account of the Owner or such Reg S Receipt in accordance with the terms and conditions of the Reg S Deposit Agreement, and any applicable taxes or governmental charges). At any time after the expiration of one year from the date of termination, the Depository may sell the Reg S Deposited Securities then held under the Reg S Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it under the Reg S Deposit Agreement, unsegregated and without liability for interest, for the pro rata benefit of the Owners of Reg S Receipts which have not theretofore been surrendered, such Owners thereupon becoming general creditors of the Depository with respect to such net proceeds. After making such sale, the Depository shall be discharged from all obligations under the Reg S Deposit Agreement, except to account for such net proceeds and other cash (after deducting, in each case, the fee of the Depository for the surrender of a Reg S Receipt, any expenses for the account of the Owner of such Reg S Receipt in accordance with the terms and conditions of the Reg S Deposit Agreement, and any applicable taxes or governmental charges) and except for its obligations under section 5.08 of the Reg S Deposit Agreement. Upon the termination of the Reg S Deposit Agreement, the Company shall be discharged from all obligations under the Reg S Deposit Agreement except for its obligations to the Depository under sections 5.08 and 5.08 of the Reg S Deposit Agreement.