



Addendum to Disclosure Document dated March 30, 2020

Pricing Supplement Dated May 22, 2020

Private Placement of Secured, Redeemable, Non-Convertible debenture issue of Tata Capital Housing Finance Limited pursuant to Disclosure Document dated March 30, 2020

Private Placement of 4500 Secured, Redeemable, Non-Convertible Debentures of the Face Value of Rs. 10,00,000 (Rupees Ten Lacs Only) each aggregating Rs 450,00,00,000/- (Rupees Four Hundred and Fifty Crore Only) to be listed on the WDM Segment of the NSE.

Security Name	TCHFL NCD "B" FY 2020-21
Issuer / Company	Tata Capital Housing Finance Limited
Type of Instrument	Secured, Redeemable Non-Convertible, Debentures
Nature of Instrument	Secured
Seniority	Senior Debt
Mode of Issue	Private Placement
Eligible Investors	<p>Only the following categories of investors, when specifically contacted, are eligible to invest in these Secured NCDs:</p> <ul style="list-style-type: none"> i) Banks ii) Mutual Funds iii) Companies registered in India iv) Bodies Corporate registered in India v) Limited Liability Partnerships vi) Foreign Institutional Investor vii) Financial Institution viii) Venture Capital Fund ix) Alternative Investment Fund x) Individuals xi) Hindu Undivided Family xii) Association of Persons xiii) Qualified Institutional Buyers as defined under the SEBI (Issue of Capital and Disclosure Requirements) Regulation, 2009 xiv) Trusts xv) Pension Fund xvi) Gratuity Fund xvii) Provident Fund xviii) Superannuation Fund xix) Multilateral Agencies xx) Foreign Portfolio Investors <p>All investors are required to comply with the relevant regulations / guidelines applicable to them for investing in this issue of NCDs.</p>
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	On the Wholesale Debt Market (WDM) segment of National Stock Exchange of India Limited
Rating of the instrument	"CRISIL AAA / Stable" by CRISIL LIMITED
Issue Size	Rs. 400,00,00,000 (Rupees Four Hundred Crores Only) Base Issue Size Rs. 600,00,00,000 (Rupees Six Hundred Crores Only) Green Shoe Option

Option to retain oversubscription (Amount)	The Green shoe parameter set for EBP Bidding was Rs 600.00 Crore. The Company has received and accepted bids for an amount of Rs. 50.00 crores under the Green Shoe Option	
Object of the Issue	The funds raised through this Issue, after meeting the expenditures of and related to the Issue, will be used for our various financing activities including lending and investments, to repay our existing loans and our business operations including for our capital expenditure and working capital requirements.	
Details of the utilization of the proceeds	The funds raised through this Issue, after meeting the expenditures of and related to the Issue, will be used for our various financing activities including lending and investments, to repay our existing loans and our business operations including for our capital expenditure and working capital requirements.	
Coupon Rate	7.5275% p.a.	
Step Up / Step Down Coupon Rate	Not Applicable	
Coupon Payment Frequency	Annually & on Maturity	
Coupon Payment Dates	26/05/2021,26/05/2022,26/05/2023	
Coupon Type	Fixed Rate	
Coupon Reset Process (including rates, Spread, effective date, interest rate cap and floor etc.	Not Applicable	
Days Count Basis	Actual by Actual	
Interest on Application Money	Not Applicable	
Tenor from Deemed date of allotment	1095 Days from deemed date of allotment	
Redemption Date	26/05/2023	
Redemption Amount per NCD	Rs. 10,00,000/- per NCD (Rupees Ten lacs Only)	
Redemption Premium / Discount	Nil	
Issue Price	Rs. 10,00,000 (Rupees Ten Lacs only) per NCD	
Discount at which security is issued and the effective yield as a result of such discount	Nil	
Put Option Date	None	
Put Option Price	None	
Call Option Date	None	
Call Option Price	None	
Put Notification Time	None	
Call Notification Time	None	
Face Value	Rs. 10,00,000 (Rupees Ten Lacs only)	
Minimum Application and in multiples of Debt securities thereafter	Minimum Subscription of 1 NCD's (Face Value Per NCD Rs. 10,00,000/-)	
Issue Timing Issue Opening Date Issue Closing Date Pay-in Date Deemed Date of Allotment	22 May, 2020 (EBP Portal – Bidding Open – 11.00 am) 22 May, 2020 (EBP Portal – Bidding Close – 12.00 pm) 26 May 2020 26 May 2020	
Funds Transfers Details	Kindly Transfer Fund / RTGS to NSCCL Virtual Account as per EBP guidelines	
Bank Account details in case of application amount remitted by Real Time Gross Settlement (RTGS)	Name of beneficiary	:Tata Capital Housing Finance Limited
	Name of Bank	:HDFC Bank Limited
	Account Number	:00600310034373
	Branch	: Fort Branch
	Address of Bank / Branch	:Motwani Chambers, Fort, Mumbai 400 001
	IFSC Code	: HDFC0000060
Issuance mode of the Instrument	Demat only	

Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT / RTGS / other permitted mechanisms
Depository	National Securities Depository Limited & Central Depository Services (India) Limited
Business Day Convention	<p>If the date of payment of interest does not fall on a Working Day, then the interest payment will be made on succeeding Working Day, however, the calculation for payment of interest will be only till the originally stipulated Interest Payment Date. The dates of the future interest payments would be as per the originally stipulated schedule. Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force.</p> <p>In case the Maturity Date (also being the last Interest Payment Date) does not fall on a Working Day, the payment will be made on the immediately preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment.</p> <p><u>(Refer SEBI Circular –CIR/IMD/DF-1/122/2016 dated November 11, 2016)</u></p>
Record Date	<p>Record Dates for each interest payment/principal repayment or any other event will be fixed in consultation with NSE but shall not be less than 15 days prior to the relevant event. In case the Record Date falls on a day when NSE is having a trading holiday, the immediate subsequent trading day or a date notified by our Company to NSE, will be deemed as the Record Date.</p>
Security	<p>NCDs to be issued by the Company in pursuance of this Disclosure Document together with interest, costs, charges, remuneration of the Debenture Trustee and all other moneys payable in respect thereof shall be secured by way of creation of first ranking pari-passu charge on:</p> <ul style="list-style-type: none"> (i) The Company's Immovable Property, being Flat no. 402 admeasuring carpet area of 620 sq. ft. on the 4th Floor of the building known as B2-Daisy, in Neelkanth Greens Complex, situated on all that piece and parcel of land bearing Survey Nos. 312(P), 313, 314, 315, 316 and 317, 318 (P), 319(P) and 321(P) Near Tikuji-Ni-Wadi, Majiwada, Thane (W) – 400 610. (ii) The Company's Moveable Property being Specified receivables arising out of loan, lease and hire purchase transactions (together called as Current Assets) as per the details furnished to the Debenture Trustee. <p>To maintain the Required Security Cover, the Company may add and/ or substitute the aforesaid Moveable Property. It shall be the responsibility of the Company to identify from time to time and indicate to the Debenture Trustee, the Moveable Properties that are to be encumbered. The Company will indicate the same by furnishing to the Debenture Trustee, additional /substituted lists of contracts at the end of every month. Upon such intimation, the assets so identified would be deemed to have been mortgaged under these presents.</p>

	<p>TCHFL shall be entitled, from time to time, to make further issue of NCDs or such other instrument to the Public, members of the Company or to any other person(s) and/or raise further loans/advances and/or avail of further financial and/or guarantee(s) facilities from Indian or International Financial Institutions, Banks and/or any other person(s) on the security of the above properties or any part thereof and/ or such other assets and properties and having such ranking including ranking in priority to the security to be created in favour of the Trustees as may be decided by the Company from time to time, on such terms as to security or otherwise as may be mutually acceptable to TCHFL and the Trustees without requiring the consent of the Debenture Holders.</p> <p>The security will be created within the stipulated timeframe as allowed by the regulators from time-to-time.</p> <p>Right to securitize including the right to assign the charged assets, etc.</p> <p>Notwithstanding anything contained in this Disclosure Document, so long as Required Security Cover is maintained, the Company shall have all the rights to deal with the charged assets in normal course of business including inter alia the right to securitize and / or to assign, lien mark, assign the Security and/or to create a further first and pari-passu (subject to maintaining the Required Security Cover) or second charge on the Security.</p>
Security Cover	1.00 time Security for entire tenure of this issue size.
Transaction Documents	As per Mutual Agreement and Relevant Applicable Guidelines
Condition Precedent to Disbursement	None
Condition Subsequent to Disbursement	None
Events of Default	<p>Security Creation (where applicable): In case of delay in execution of Trust Deed and Charge documents, the Company will refund the subscription with agreed rate of interest or will pay penal interest of at least 2% p.a. over the coupon rate till these conditions are complied with at the option of the investor.</p> <p>Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period.</p> <p>Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company will pay penal interest of at least 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.</p> <p>The interest rates mentioned in above three cases are the minimum interest rates payable by the Company and are independent of each other.</p> <p>Further, the Company will comply with such other covenants as prescribed under the Debenture Trust Deed dated September 13, 2019.</p>
Provision related to Cross Default Clause	None

Role and Responsibilities of Debenture Trustee	<p>IDBI Trusteeship Services Limited has been appointed to act as the Trustees for the Debenture Holders. All remedies of the Debenture Holder(s) for the amounts due on the NCDs will be vested with the Trustees on behalf of the Debenture Holder(s).</p> <p>The Debenture Holders shall without any further act or deed be deemed to have irrevocably given their consent to and authorized the Trustees or any of their Agents or authorized officials to do, <i>inter alia</i>, acts, deeds and things necessary in respect of or relating to the creation of security in terms of this Disclosure Document.</p> <p>All the rights and remedies of the Debenture Holders shall vest in and shall be exercised by the Debenture Trustee without reference to the Debenture Holders. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, failed to do so. The Debenture Trustee will endeavour to protect the interests of the Debenture Holders in the event of default in regard to timely payment in relation to the NCDs by the Issuer.</p>
Governing Law and Jurisdiction	India
Arrangers /Broker's Name	Axis Bank Limited
Additional covenants	<p>Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast @ 2% p.a. over the coupon rate shall be payable by the Company for the defaulting period</p> <p>Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company shall pay penal interest of atleast @ 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.</p>

Cash flow Sheet - TCHFL NCD "B" Series FY 2020-2021

Date	Event	From	To	Number of Days	Coupon Rate	Face Value per NCD	Amount in Rupees - Per NCD
26/05/2021	Interest	26/05/2020	25/05/2021	365	7.5275%	1,000,000	75,275
26/05/2022	Interest	26/05/2021	25/05/2022	365	7.5275%	1,000,000	75,275
26/05/2023	Interest	26/05/2022	25/05/2023	365	7.5275%	1,000,000	75,275
26/05/2023	Principal						1,000,000
	Total			1095			12,25,825

Redemption / Payment of Interest

In order to ensure uniformity for payment of interest / redemption with respect to debt securities, it has been decided that interest / redemption payments shall be made only on the days when the money market is functioning in Mumbai. (Refer SEBI Circular CIR/IMD/DF-1/122/2016 dated November 11, 2016)

Redemption amount payable to each debenture holder shall be paid by warrants bearing the redemption payment dates or by way of RTGS where such details have been provided. Such warrants shall be dispatched to the debenture holders whose names appear on the register of debenture holders on the record date i.e. 15 days, before the redemption payment date and in case of joint holders, to the one whose name appears first in the Register of debenture holders. In the event of the company not receiving any notice of transfer on the record date i.e. 15 days before the redemption payment date, the transferee(s) for the debentures shall not have any claim against the company in respect of amount so paid to the registered Debenture holders.

The interest payable to each Debenture Holder(s) / Investor(s) shall be paid by interest warrants bearing the interest payment dates or by way of RTGS where such details have been provided. Such warrants shall be dispatched to the Debenture Holder(s) / Investor(s) whose names appear on the register of Debenture Holder(s) / Investor(s) on the record date i.e. 15 days before the Interest payment date, and in case of joint holders, to the one whose name appears first in the Register of Debenture Holder(s) / Investor(s). In the event of the company not receiving any notice of transfer on the record date i.e. 15 days before the interest payment date, the transferee(s) for the NCDs shall not have any claim against the company in respect of amount so paid to the registered Debenture Holder(s) / Investor(s).

Wherever the signature(s) of such transferor(s) in the intimation sent to the company is/are not in accordance with the specimen signature(s) of such transferor(s) available on the records of the company, all payments on such debenture(s) will be kept at abeyance by the company till such time as the company is satisfied in this regard.

(The Issuer reserves the right to vary any of the above dates at its sole discretion, without giving any reasons or any prior notice)

For Tata Capital Housing Finance Limited

Kiran Joshi
Head Treasury – TCL

Sandip G. Joshi
Dy. Vice President - Treasury

Note : Currently we are not able to provide you the signed Pricing Supplement with respect to the above in view of the current pandemic related to the spread of novel coronavirus (COVID-19).

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