



Addendum to the Disclosure Document dated September 30, 2020

Pricing Supplement dated October 26, 2020

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

Private Placement of 2,000 Secured, Redeemable, Non-Convertible Debentures of the Face Value of Rs. 10,00,000 (Rupees Ten Lakh Only) each aggregating to Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only) to be listed on NSE.

Security Name	TCHFL NCD "D" FY 2020-21
Issuer / Company	Tata Capital Housing Finance Limited
Type of Instrument	Secured, Redeemable, Non-Convertible, Debenture (In the nature of Zero Coupon)
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 NCDs:</p> <ul style="list-style-type: none"> (i) Companies (ii) Scheduled Commercial Banks (iii) Co-operative Banks (iv) Financial Institutions (v) Insurance Companies (vi) Mutual Funds (vii) Provident, Gratuity, Pension and Superannuation Funds (viii) Any other investor authorized to invest in these NCDs <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)	<p>The NCDs to be issued under this private placement offer are proposed to be listed on the National Stock Exchange of India Limited.</p> <p>The issuer shall forward the listing application along with the disclosures specified in Schedule I to the stock exchange within fifteen days from the date of allotment.</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 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>
Rating of the instrument	"CRISIL AAA/ Stable" by CRISIL Limited
Issue Size	<p>Base Issue Size: Rs. 75,00,00,000 (Rupees Seventy-Five Crores Only)</p> <p>Green Shoe Option: Rs. 125,00,00,000 (Rupees One Hundred and Twenty-Five Crores Only)</p>

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identity Number U67190MH2008PLC187552

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Option to retain oversubscription (Amount)	The Green Shoe parameter set for EBP Bidding was Rs. 125 Crore. The Company has received and accepted bids for an amount of Rs. 125 Crore under the Green Shoe Option.
Object of the Issue	Refer chapter “(VII) Brief History, Capital Structure and Objects of the Issue” of the Disclosure Document
Details of the utilization of the proceeds	Refer chapter “(VII) Brief History, Capital Structure and Objects of the Issue” of the Disclosure Document
Coupon Rate/XIRR	5.81% XIRR
Step Up / Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Not Applicable
Coupon Payment Dates	Not Applicable
Coupon Type	Not Applicable
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
Default Interest Rate	In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of 2% p.a. over the coupon rate shall be payable by the Company for the defaulting period.
Tenor from Deemed date of allotment	1184 Days from Deemed date of allotment
Redemption Date	January 24, 2024
Redemption Amount (per NCD)	Rs. 12,01,048 (Rupees Twelve Lakh One Thousand Forty-Eight only)
Redemption Premium / Discount	Nil
Issue Price	At face value of 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 Date	None
Put Price	None
Call Date	None
Call Price	None
Put Notification Time	None
Call Notification Time	None
Face Value	Rs. 10,00,000 (Rupees Ten Lakh only) per NCD
Minimum Application and in multiples of Debt securities thereafter	Rs. 1,00,00,000 (Rupees One Crore - 10 NCDs) each and in multiple of Rs. 10,00,000 (Rupees Ten Lakh - 1 NCD) thereafter
Funds Transfers Details	Kindly Transfer Fund / RTGS to NSCCL Virtual account as per EBP guidelines

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Issue Timing:		
Issue Opening Date	26.10.2020	
Issue Closing Date	26.10.2020	
Pay-in Date	27.10.2020	
Deemed Date of Allotment	27.10.2020	
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 No	00600310034373
	Branch	Fort Branch
	Address of Bank / Branch	Motwani Chambers, Fort, Mumbai 400001
	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 and 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>(Refer SEBI Circular –CIR/IMD/DF-1/122/2016 dated November 11, 2016)</p>	
Record Date	<p>Record Dates for each interest payment/principal repayment shall be 15 days prior to each Coupon Payment/ Redemption date or any other event will be fixed in consultation with Stock Exchange but shall not be less than 15 days prior to the relevant event. In case the Record Date falls on a day when the Stock Exchange is having a trading holiday, the immediate subsequent trading day or a date notified by TCHFL to the Stock Exchange, will be deemed as the Record Date.</p>	
All covenants of the issue (including side letters, accelerated payment clause,	As per Debenture Trust Deed Dated September 13, 2019.	

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etc.)	
<p>Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum.</p>	<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> <ol style="list-style-type: none"> 1. 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; and 2. 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>as per Debenture Trust Deed Dated September 13, 2019.</p> <p>To maintain the required Security Cover, the Company may add and/ or substitute the aforesaid class of assets/receivables. It shall be the responsibility of the Company to identify from time to time and indicate the class of assets/receivables that are to be charged. Upon such intimation, the class of assets/receivables so identified would deem to have been charged 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 favor 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 provided the required Security cover has been maintained without requiring the consent of the Debenture Holders. The security will be created within the stipulated timeframe as allowed by the regulators from time-to-time.</p> <p><u>Right to Securitise including the right to assign the charged assets, etc.</u></p> <p>Notwithstanding anything contained in this Disclosure</p>

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	<p>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> <p>A trust deed shall be executed by the Company in favour of the debenture trustee within three months of the closure of the issue. Where the Company fails to execute the trust deed within the period specified above, without prejudice to any liability arising on account of violation of the provisions of the Act and these Regulations, the Company shall also pay interest of two percent per annum to the debenture holder, over and above the agreed coupon rate, till the execution of the trust deed.</p> <p>The assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or pari-passu charge on the assets of the issuer has been obtained from the earlier creditor.</p>
Security Cover	1.00 times 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 (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>As per Debenture Trust Deed Dated September 13, 2019.</p> <p>Subject to the approval of the debenture holders and the conditions as may be specified by SEBI from time to time, the debenture trustee, on behalf of the debenture holders, may enter into inter-creditor agreements provided under the framework specified by the Reserve Bank of India.</p>
Creation of recovery expense fund	The issuer shall create a recovery expense fund in the manner as may be specified by SEBI from time to time and inform the Debenture Trustee about the same and the same shall be used in the manner as decided in the meeting of the holders of debt securities.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As per Debenture Trust Deed Dated September 13, 2019.
Provision related to Cross Default Clause	As per Debenture Trust Deed Dated September 13, 2019.
Role and Responsibilities of Debenture Trustee	As per Debenture Trust Deed Dated September 13, 2019.
Risk factors pertaining to the issue	Refer chapter “(III) Risk Factors” of the Disclosure Document
Governing Law and	India

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Jurisdiction	
Arrangers / Broker's Name	LKP Securities Limited / Direct Deal

Note: While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of Offer Document/ Information Memorandum/ Pricing Supplement, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Cash flow Sheet - TCHFL NCD "D" FY 2020-21

(Issued in the Nature of Zero Coupon)

Date	Event	Face Value per NCD	Amount in Rupees - Per NCD
24-01-2024	Maturity	1,000,000	12,01,048

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.

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