

## ISSUE DETAILS

<b>Security Name</b>	9.8359%, Unsecured Rated Listed Redeemable Non-Convertible Debenture Tata Steel Limited
<b>Issue Name</b>	Tata Steel 2019 NCD Issuance
<b>Issuer</b>	Tata Steel Limited
<b>Type of Instrument</b>	Rated, Listed, Unsecured, Redeemable, Non-Convertible Debentures (the “ <b>Debentures</b> ”)
<b>Nature of Instrument</b>	Unsecured
<b>Seniority</b>	Pari passu with unsecured creditors
<b>Mode of Issue</b>	Private placement under the electronic book mechanism of BSE
<b>Eligible Investors</b>	As specified under the paragraph titled “ <b>Eligible Investors</b> “in the Information Memorandum
<b>Listing</b> (including name of Stock Exchange(s) where it will be listed and timeline for listing)	Debentures are to be listed on the WDM of the BSE within a maximum period of 15 (Fifteen) calendar days from the Deemed Date of Allotment.  In case of delay in listing of the debt securities beyond 20 calendar days from the Deemed Date of Allotment, the Issuer will pay penal interest of at least 1 % p.a. over the Coupon Rate from the expiry of 30 (Thirty) days from the Deemed Date of Allotment till the listing of such Debentures.
<b>Rating of the Instrument</b>	The Debentures are rated as ‘ <b>Ind AA</b> ’ by India Ratings And Research Private Limited (India Ratings) and “ <b>CARE AA</b> ” by Credit Analysis & Research Limited (CARE Ratings)
<b>Issue Size</b>	Rs. 4,000 crore (plus green shoe option of upto Rs.1,000 crores)
<b>Option to retain oversubscription (Amount)</b>	Green shoe option of upto Rs.1,000 crores to retain oversubscription as may be decided by management
<b>Objects of the Issue and details of the utilisation of the Proceeds</b>	The proceeds of the issue will be used for general business purpose including long term working capital requirements, capital expenditure, repayment/prepayment of existing loans and investment in equity / capital markets including investment in subsidiaries.
<b>Coupon Rate</b>	9.8359% p.a., payable annually
<b>Illustrative Cash Flow</b>	Dates on which coupon is payable by the Company in relation to the Debentures (“Coupon Payment Date”), please see Annexure 4 of the Information Memorandum.
<b>Step Up/ Step Down Coupon Rate</b>	Not Applicable
<b>Coupon Payment Frequency</b>	Annually
<b>Coupon Payment Date(s)</b>	Please see Annexure 4 of the Information Memorandum.
<b>Coupon Type</b>	Fixed
<b>Coupon Reset Process</b> (including rates, spread, effective date, interest)	Not Applicable



rate cap and floor etc.)	
<b>Day Count Basis</b>	Interest payable on the Debentures will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 Days as the case may be i.e. Actual/ Actual
<b>Interest on Application Money</b>	To be paid to investors at Coupon Rate from the date of realization of subscription money upto one day prior to the Deemed Date of Allotment. Such interest is payable within seven business days from the Deemed Date of Allotment.
<b>Default Interest Rate</b>	In case of default in payment of interest and/or Redemption Amount on relevant due dates (being the Coupon Payment Date or the Redemption Date), additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the period of default on the unpaid Coupon or Redemption Amount.
<b>Delay Penalty</b>	Not Applicable
<b>Tenor</b>	15 years
<b>Redemption Date</b>	Redeemable in Four equal instalments at the end of 12,13,14 and 15 years
<b>Redemption Amount</b>	Rs. 10,00,000/- (Indian Rupees Ten Lakhs only) per Debenture (" <b>Redemption Amount</b> ")
<b>Redemption Premium / Discount</b>	Not Applicable
<b>Covenants</b>	<p>Financial Indebtedness /EBITDA <math>\leq</math> 3.99  Financial Indebtedness /Tangible Net worth <math>\leq</math> 1.8  Prospective Debt Service Coverage Ratio <math>\geq</math> 1.5</p> <p>Financial covenants to be tested on the basis of the financial statements of the Company in accordance with the Debenture Trust Deed.</p> <p>If all such financial covenants are not satisfied, then (a) the Debenture Holders reserve the right to reset the Coupon Rate payable by the Company, to a rate as may be mutually agreed between the Company and the Debenture Holders, or (b) recall the outstanding principal amount on the aforesaid Debentures along with all other monies / accrued interest due in respect thereof are if such breach of all such financial covenants shall have continued for a period of 30 (thirty) days after notice in writing has been given to the Company by the Debenture Trustee requiring the same to be remedied.</p>
<b>Issue Price</b>	Rs. 10,00,000/- (Indian Rupees Ten Lakhs only) per Debenture
<b>Discount at which security is issued and the effective yield as a result of such discount</b>	Not Applicable
<b>Put Option Date</b>	Not Applicable
<b>Put Option Price</b>	Not Applicable
<b>Call Option Date</b>	Not Applicable
<b>Call Option Price</b>	Not Applicable



<b>Put Notification Time</b>	Not Applicable
<b>Call Notification Time</b>	Not Applicable
<b>Face Value</b>	Rs. 10,00,000/- (Indian Rupees Ten Lakhs only) per Debenture
<b>Minimum Application and in multiples of Debentures thereafter</b>	Not Applicable
<b>Issue Timing</b>	Issue Opening Date: 28 February 2019 Issue Closing Date: 28 February 2019 Pay in Date: 1 March 2019 [T+1 settlement] Deemed Date of Allotment: 1 March 2019
<b>Issuance mode of the Debentures</b>	Demat
<b>Trading Mode of the Debentures</b>	Demat
<b>Settlement Mode of the Debentures</b>	Bank Transfer / RTGS / NEFT or any other mode of payment permissible under law
<b>Depository</b>	NSDL/ CDSL
<b>Business Day Convention</b>	If any Coupon Payment Date falls on a day that is not a Business Day, the Coupon payment shall be made on the immediately succeeding Business Day. If any Redemption Date is not a Business Day, Redemption Amount will be payable on the previous Business Day along with interest at the Coupon Rate payable on the relevant Coupon Payment Date which falls on such Redemption Date.
<b>Record Date</b>	The Record Date for the Debentures shall be 15 days prior to the date of each of the Coupon Payment Date and/or the Redemption Date, as the case may be.
<b>Security</b>	Negative lien on the assets of the Company
<b>Security Creation</b>	Not applicable
<b>Future Borrowings</b>	<p>The Company shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form and also issue Debentures / Notes / other securities in any manner and to change its capital structure, including issue of shares of any class or redemption or reduction of any class of paid up capital, on such terms and conditions as the Company may think appropriate, without the consent or intimation to, the Debenture holders/Debenture Trustee in this connection.</p> <p>Other than any security or encumbrance (a) existing on the assets of the Company as on the date hereof; and (b) any security or encumbrance created for working capital purposes in the ordinary course of business, the Company shall not avail of any indebtedness which has any security or encumbrance over the assets of the Company without, (1) offering a pari-passu charge over such assets in favour of the Debenture Trustee; and (2) obtaining the prior approval of the Debenture Trustee (acting on instructions of the Debenture Holders holding at least 51% of the nominal value of the outstanding Debentures) for the creation of such security.</p>



<b>Transaction Documents</b>	The Issue will be governed by documentation as agreed for the transaction including Information Memorandum, Debenture Trust Deed, Trusteeship Agreement, credit rating letters, listing application, in principle listing approval, debenture trustee consent letter, private placement offer letter in form PAS-4 and corporate Authorizations.
<b>Conditions Precedent to Disbursement</b>	1. Shareholders resolution of the Company 2. Board resolution of the Company 3. Debenture Trust Deed 4. Constitutional documents of the Company
<b>Conditions Subsequent to Disbursement</b>	Completion of listing of Debentures on the stock exchange
<b>Event of Defaults</b>	As per Debenture Trust Deed
<b>Provisions related to Cross Default</b>	Not Applicable
<b>Debenture Trustee</b>	IDBI Trusteeship Services Limited
<b>Role and Responsibilities of Debenture Trustee</b>	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders and as may be further detailed in the Trust Deed.
<b>Governing Law and Jurisdiction</b>	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction in Kolkata.

