

SUPPLEMENTAL OFFER DOCUMENT

The Supplemental Offer Document together with the Shelf Disclosure Document dated September 06, 2017 in relation to each Tranche shall be referred to as the "Offer Document".

FOR PRIVATE PLACEMENT OF LISTED SECURED RATED REDEEMABLE NON-CONVERTIBLE DEBENTURES SERIES – 2018/01/669

OF FACE VALUE OF Rs. 1,00,000/- AND ISSUE PRICE OF Rs. 1,00,000/-- FOR MARKET LINKED DEBENTURES

AGGREGATING TO Rs. 30,00,00,000/- (RS THIRTY CRORES ONLY)

To be issued by

CITICORP FINANCE (INDIA) LIMITED
(Incorporated as a Public Limited Company under the (Indian) Companies Act, 1956 (as amended from time to time)

ISSUER MAY AT FUTURE DATE/S DO FURTHER ISSUANCE/S AND /OR REISSUANCE UNDER THE ISIN CREATED IN THIS ISSUE AT ANY PRICE AND TIME AFTER THE CLOSURE OF CURRENT ISSUE. FURTHER ISSUANCES/ RE ISSUANCES CAN BE DONE IN SINGLE/MULTIPLE TRANCHES AS MAY BE PERMITTED UNDER APPLICABLE REGULATIONS, GUIDELINES RULES ETC AND DEPENDING ON THE FUND REQUIREMENTS OF THE ISSUER FROM TIME TO TIME.

Regd. Office: First International Financial Centre (FIFC), 8th Floor Plot Nos. C-54 & C-55, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051

Private and Confidential (Not for public circulation)
Serial No: Addressed to:

(For the use of the addressee only)

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COMMON ISSUE STRUCTURE, TERMS & CONDITION

CFIL/Issuer/Company	Citicorp Finance (India) Limited			
Issue/Type of Instrument	Listed, Secured, Rated, Fully Redeemable, Market linked Non-Convertible Debentures on private placement basis			
	(as referred to in this document, "Debentures" or "NCDs")			
Security Name	For Market Linked Non-Convertible Debentures			
	Citicorp Finance (India) Limited Market Linked Debentures January 2021 (for Interest / Coupon Rate – Tranche 1)			
Nature of Instrument	Secured			
Seniority/ Class of Security	Senior			
Issuance and Trading Mode	Private placement (Dematerialized form)			
Rating	In case of Fixed Rate Non-Convertible Debentures: This issue is covered under the '[ICRA] AAA (Stable)' rating assigned by ICRA in accordance with the letter dated January 22, 2018. In case of Market Linked Non-Convertible Debentures: This issue is covered under the 'PP-MLD [ICRA] AAA' rating assigned by ICRA in accordance with the letters dated January 22, 2018.			
Series	CFIL NCD Series 2018/01/669			
Indicative Issue Size	Rs. 30,00,00,000/- (Rupees Thirty Crores Only), the Issuer reserving the right to increase or alter the Issue Size.			
Option to retain oversubscription (Amount)	Yes. Upto an amount of Rs. 20,00,00,000/- (Rupees Twenty Crores Only)			
Purpose of Issue/ Details of utilization proceeds	The proceeds of the Issue are to be utilized to meet the funds requirements for the business activities of the Issuer.			
Redemption Premium / Discount	Not Applicable			
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable			
Contributions being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	No contributions have been made by the promoters or directors of the Issuer, either as part of the offer or separately in furtherance of such objects			
Issue Opening Date (for all Tranches)	January 24, 2018			
Issue Closure Date (for all Tranches)	For Interest / Coupon Rate – Tranche 1: January 30, 2018			
	The Offer Document is valid upto and including the Issue Closure Date. No Applications shall be accepted after the Issue Closure Date			
Pay - in Date (for all Tranches)	For Interest / Coupon Rate – Tranche 1: January 30, 2018			



Deemed Date of Allotment Date (for all Tranches)	For Interest / Coupon Rate — Tranche 1: January 30, 2018			
Redemption and Maturity Date	Shall mean subject to Business Day Convention:			
	For Interest / Coupon Rate – Tranche 1:			
	(a) In case of exercise of Call Option; then the Business Day falling 30 days			
	after the Call Option Exercise Date; and			
	(b) In case of non-exercise of call option; January 30, 2021.			
Tenor/ Duration	• For Interest / Coupon Rate - Tranche 1- 1096 days from the Deemed			
	Date of Allotment			
Mode of Repayment	Please refer to Section Terms And Conditions Applicable To The Debentures			
	at BVII (a) of this Offer Document			
Redemption Amount	Face Value of the Debentures			
	(N.B.: Please read the terms and conditions)			
Interest on Application	None			
Money, if any (for Market				
Linked Debentures)				
Interest on Application	Interest at applicable Interest rate will be paid on the application money to			
Money, if any (for Fixed Rate	the applicants (subject to the deduction of tax at source at prevailing rates, as			
Debentures)	applicable). Such interest will be paid for the period commencing from the			
	date of credit or realization of the cheque(s)/demand draft(s) up to but			
	excluding the Deemed Date of Allotment. Such interest would be paid on all			
	the valid applications, including the refunds.			
	Whose the autice Application Manage has been a facility for			
	Where the entire Application Money has been refunded, the interest on Application Money shall be paid along with the refund orders. Where an			
	applicant is allotted lesser number of Debentures than applied for, the excess			
	amount paid on application will be refunded to the applicant along with the			
	interest on application money.			
Default Interest				
	Please see page 16 of Shelf Disclosure Document			
Listing	The Issuer proposes to list the Debentures on the WDM segment of the NSE			
	within 20 days from the Deemed Date of Allotment.			
Settlement/ Mode of	Cheque / pay order will be dispatched by courier or registered post at the			
Payment	address provided in the Application Form / at the address as subsequently			
	notified to the Issuer in writing by Debenture-holder(s) or at the address on			
	the Depository's record. Where applicable, settlement will be effected by			
	account to account transfer vide Reserve Bank of India's Real Time Gross			
Donositorios	Settlement System.			
Depositories	National Securities Depository Limited ("NSDL")			
Calculation Agent (for Market	Central Depository Services (India) Limited ("CDSL")			
Linked Debentures)	Citicorp Finance (India) Limited			
Valuation Agency (for Market Linked Debentures)	ICRA Limited.			
	The Valuation Agency will publish a valuation on its website at least once			



	every calendar week. The valuation shall be available on the website of the Valuation Agency at www.icra.in
	The Issuer will also make available, as soon as practicable, the valuation provided by the Valuation Agency on the website of the Issuer at www.citicorpfinance.co.in
	The cost of valuation shall be in the range of 0.05% p.a. to 0.15% p.a. and shall be borne by the Issuer.
	The latest and historical valuations for the Debentures will be published on the website of the Issuer at www.citicorpfinance.co.in and on the website of the Valuation Agency at www.icra.in.
	Upon request by any Debenture Holder for the valuation of the Debentures, the Issuer shall provide the latest valuation.
Debenture Trustee	The Issuer has received the consent of IDBI Trusteeship Services Limited, to act as the Trustees on behalf of the Debenture Holders.
Security	The NCDs shall be secured by way of first pari passu charge over moveable financial assets identified by the Issuer in favour of the Debenture Trustee as set out in the deed of hypothecation dated March 17, 2015 as amended, supplemented or modified by way of a supplemental and amendment deed dated April 27, 2016 ("Deed of Hypothecation") and simple mortgage over the immoveable assets as set out in the debenture trust deed cum deed of mortgage dated March 17, 2015 in favour of the Debenture Trustee a as amended, supplemented or modified by way of a supplemental deed dated April 27, 2016 as amended or modified from time to time ("Debenture Trust Deed/Trust Deed").
	The Security has already been created in the manner set out in the Debenture Trust Deed and the Deed of Hypothecation. The Issuer shall maintain a Security Cover as required under the Debenture Rules. The Issuer shall get the Security revalued and replaced, if required under applicable law in accordance with the terms of the Deed of Hypothecation and Trust Deed.
Day Count Basis	Actual / Actual
Business Day Convention	Modified Following Business Day Convention as defined by ISDA Definitions 2000. Provided However, if the due date in respect of the Maturity Date falls on a Saturday, Sunday and/or a Public Holiday/s or a day which is a bank holiday at the place where the payment is to be made, the immediately previous working day shall be considered as the effective date/due date for such payment
Face Value of Debenture	For Market Linked Non-Convertible Debentures: INR 1,00,000/- (Rupees One Lakh Only) For fixed rate debentures: INR 10,00,000/- (Rupees Ten Lakhs Only)
Issue Price of Debenture	For Interest / Coupon Rate – Tranche 1: Rs. 1,00,000/- (Rupees One Lakh and Three Hundred and Ninety only).



	The Debentures have been issued at premium of Rs 930/- per Debenture. The Issue Price has been decided on the basis of upon multiple parameters, including but not limited to market yield, credit rating of the Issuer, specific features such as call option, market linked return (for Market Linked Non-Convertible Debentures) and pricing of previous bonds issued having similar features.
Minimum number of NCDs to be applied for	For Market Linked Non-Convertible Debentures:
ac applied for	For Category I- Fifty NCDs, and in multiples of one thereafter. It is clarified that for Category I, Investors may not subscribe to more than 99 (ninety nine only) Debentures.
	For Category II- One Hundred NCDs, and in multiples of one thereafter
	For Fixed Rate Non-Convertible Debentures:
	For Category I Not Applicable. For Category II- Ten NCDs, and in multiples of one thereafter
Minimum application amount	For Market Linked Non-Convertible Debentures:
amount	For Category I- Rs. 50,00,000/- (Rupees Fifty Lakhs only) and multiples of Rs. 1,00,000/- (Rupees One Lakh only) thereafter.
	For Category II- Rs. 1,00,00,000/- (Rupees One Crores only) and multiples of Rs. 1,00,000/- (Rupees One Lakh Only) thereafter
	For Fixed Rate Non-Convertible Debentures:
	For Category I Not Applicable For Category II- Rs. 1,00,00,000/- (Rupees One Crores only) and multiples of Rs. 10,00,000/- (Rupees Ten Lakh Only) thereafter
Issuance and Trading Mode Eligible Investors and	Dematerialised Mode.
Documentation Requirement (One time)	For Each type of Investor including Mutual Funds/ Banks Companies/ Insurance Companies/Portfolio Managers/Private Trusts/Societies registered under the Societies Registration Act, 1860 ("Societies") / Partnership Firms/Association of Persons ("AOP")
	Investors are required to submit certified true copies of the following documents, along with the subscription form, as may be contextually applicable:
	 Memorandum and articles of association/constitutional documents/bye-laws/trust deed/partnership deed/agreement constituting the association of persons/memorandum of association/deed/any other instrument regulating or governing the constitution of the Society/ other constitutional document (as applicable)



	 Government notification/ Certificate of incorporation/ SEBI Registration Certificate/IRDA Registration Certificate (as applicable)/proof of registration (as may be applicable);
	 Resolution of the Board of Directors/ Resolution of Partners/trustees/ Joint letter signed by each individual constituting the AOP, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs, and the acceptance of the terms of these NCDs along with operating instructions;
	Certified true copy of the power of attorney, wherever applicable;
	Specimen signature of the authorised signatories, duly certified by an appropriate authority
	For Individuals/HUF/AOP:
	Certified copy of photo-identity proof like Passport/PAN Card/Driving License copy. (in case of AOP - each individual constituting the AOP)
	APPLICATIONS UNDER POWER OF ATTORNEY/RELEVANT AUTHORITY
	In case of an application made under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and the articles of association or bye-laws or deed of partnership or agreement/deed constituting an AOP or deed of trust, as the case may be, must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason therefor. Names and specimen signatures of all the authorised signatories, duly attested, must also be lodged along with the submission of the completed application.
Documentation Requirement (Specifically for the Issue)	 Acceptance of the terms for these NCDs under your hand(s)/the hands of your duly authorized signatory(ies); and Application form duly completed.
Governing Law and Jurisdiction	Laws as applicable in India (including laws applicable to the state of Maharashtra) and subject to exclusive jurisdiction of courts and tribunals at Mumbai only.
Business Day Convention	Modified Following Business Day Convention as defined by ISDA Definitions 2000. Provided However, if the due date in respect of the Maturity Date falls on a Saturday, Sunday and/or a Public Holiday/s or a day which is a bank holiday at the place where the payment is to be made, the immediately previous working day shall be considered as the effective date/due date for such payment
Record Date	15 days prior to the Redemption and Maturity Date
	Please see page 13 of Shelf Disclosure Document.



Transaction				
Transaction Documents	Debenture Trust Deed			
	(including any amendments made thereto)			
	Deed of Hypothecation (including any amendments made thereto)			
	Listing agreement			
	• NSDL / CDSL application forms for ISIN Any other document that may be designated as a Transaction Document jointly by the Debenture Trustee and the Issuer.			
Conditions Precedent to Disbursements	Not applicable			
Conditions Subsequent to Disbursement	Not applicable			
Provisions related to Cross Default Clause	Not Applicable			
Role and Responsibilities of Debenture Trustee	Please see page 18 of Shelf Disclosure Document. In the event of any inconsistency between the Debenture Trust Deed and any Offer Document, pertaining to the "Roles and Responsibilities of the Debenture Trustee", the Debenture Trust Deed shall override such Offer Document to the extent of such inconsistency.			
Events of Default	 Default in payment of the Redemption Amount of Debentures on the due date(s); 			
	ii. Two consecutive default in payment of any interest on the Debentures on the due date(s);			
	iii. When any material breach of the terms of the Information Memorandum or the Debenture Trust Deed is committed;			
	iv. When the Company creates or attempts to create any charge on the Mortgaged Property or any part thereof without the prior approval of the Debenture Trustee, except as permitted under the Debenture trust Deed and the Security Documents;			
	v. The Company without the consent of Debenture Holders ceases to carry on its business or gives notice of its intention to do so;			
	vi. Security for the Debentures is in jeopardy in the opinion of not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding or the Trustees which shall mean a situation where the value of the Security is significantly diminished; or the Security ceases to have effect; or any action is taken in relation to the Security by any person which may have an impact on the Security or Security Documents; or any of the Security Documents executed or furnished by the Issuer becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect or fails or ceases to provide any			



	benefit of the priority, liens, rights, powers, privileges or security interest purported or sought to be created thereby, or if any such Security Document are assigned or otherwise transferred amended or terminated repudiated or revoked without the approval of the Debenture Trustee; and
	vii. if an order of a court of competent jurisdiction is made or a special resolution of the shareholders is passed for the winding up of the Issuer.`
Distributor(s) to the Issue	• For Interest / Coupon Rate – Tranche 1: The Distributor will be paid a distribution fee of upto 1.25% (exclusive of GST) by the Issuer on the amount of distribution done by them.



Terms and Conditions specific to Interest / Coupon Rate - Tranche 1

Reference Market Linked Return payable on Redemption Date and paid with the Redemption Amount: The Reference Market Linked Return means only the interest due and payable on the Interest/Coupon Rate - Tranche 1 and calculated as per the following:

Reference Market Linked Return Factor shall mean

- A) If the **Trigger Condition** is satisfied, then the Reference Market Linked Return Factor shall be the sum of
 - a. The return for the period between the Deemed Date of Allotment and Call Option Start Payment Date (inclusive of both days) shall be = Debenture Face Value* Reference Market Linked Return payable% as per below

Observation Date on which Memory Trigger Condition is Satisfied	Reference Market Linked Return payable
31-Jan-19	12.60%
28-Feb-19	13.56%
28-Mar-19	14.52%
25-Apr-19	15.58%
30-May-19	16.68%
27-Jun-19	17.64%
25-Jul-19	18.73%
29-Aug-19	19.79%
26-Sep-19	20.82%
31-Oct-19	21.95%
28-Nov-19	22.91%
26-Dec-19	23.97%
30-Jan-20	25.07%

- b. The return for the period between one day after the Call Option Start Payment Date and the (Redemption and Maturity Date (inclusive of both days) shall be = 12.50% p.a. * Actual Days2/365
- B) If the **Memory Trigger Condition** is not satisfied, then the Reference Market Linked Return payable for the period between
 - The return for the period between the Deemed Date of Allotment and Call Option Start Date (inclusive of both days) shall be = Nil



[The annualised interest payable on the Interest / Coupon Rate —Tranche 1 on a simple interest basis may be computed by dividing the sum arrived at as per the formula provided above by (Actual Days1/365)]

b. The return for the period between one day after the Call Option Start Payment Date and the (Redemption and Maturity Date (inclusive of both days) shall be = 12.50% p.a. * Actual Days2/365

Actual Days1 shall mean number of calendar days between Deemed Date of Allotment and the Call Option Start Payment Date (inclusive of both days)

Actual Days2 shall mean number of calendar days between one day after the Call Option Start Payment Date and the Redemption & Maturity Date (as the case may be)(inclusive of both days)

Memory Trigger Condition shall be satisfied, if on any Barrier Observation Date, for each i = 1 to 3, $S_{Final}^{i} >= (S_{Initial}^{i} * 105\%)$

(Provided that the Barrier Observation Date on which each stock satisfies this requirement need not be the same Barrier Observation Date and the requirement may be satisfied by different shares on different Barrier Observation Dates.)

Trigger Date shall mean the Observation Date on which the Memory Trigger Condition is satisfied.

Share shall mean and include, the ordinary or common share as specified in the following table

Reference Share – (i)	NSE Code	Exchange	Initial Price (S _{initial})	Observation Price/Final P (S _{Final})
			Official Closing	Official Closing p
1. Coal India Limited	COALINDIA	NSE	price of one common equity	of one commequity share on
2. Hindalco Limited	HINDALCO	NSE	share on the	National St
3. Tata Steel Limited	TATASTEEL	NSE	National Stock Exchange for each	Exchange for e share on
			share on the	relevant Observa
			Deemed Date of	Date
			Allotment	
Observation Dates The Deemed Date of Allotment, January 31, 2019, February 28, 2019.				



	March 28, 2019, April 25, 2019, May 30, 2019, June 27, 2019, July 25, 2019, August 29, 2019, September 26, 2019, October 31, 2019, November 28, 2019, December 26, 2019 and January 30, 2020. All the dates are subject to Business Day Convention				
Default interest	Please see page 19 of the accompanying Offer Document				
Scheduled Valuation Date	One Business Day prior to the Redemption and Maturity Date or one Business Day prior to the date on which the Interest/Coupon Rate - Tranche 6 is redeemed pursuant to exercise of the Call Option by the Issuer, subject to Business Day Convention				
Coupon Type	Reference Market Linked and may have	a fixed coupon			
Change of Coupon Basis/Step Up/Step Down Coupon Rate	Not Applicable, however see Redemptio	A CONTRACT OF THE CONTRACT OF			
Coupon Reset Process	Not Applicable				
Interest / Coupon Payment Date	On the Redemption and Maturity Date or such prior date on which the Interest/Coupon Rate - Tranche 1 is redeemed pursuant to the exercise of the Call Option subject to Business Day Convention				
Interest / Coupon Payment Frequency	Please see Interest Payment Date above.				
Interest / Coupon Period	The period, starting from the Deemed Date of Allotment to the Redemption and Maturity Date (inclusive of both days).				
Call Option	The Issuer will have the option, to elect a Call Option Exercise Date and for the Interest/Coupon Rate - Tranche 1 to be redeemed in full, on the Business Day falling 30 days after the Call Option Start Date				
Call Option Start Date	If Memory Trigger Condition is Satis				
	Observation Date on which Memory Trigger Condition is Satisfied	Call Option Start Date			
	31-Jan-19	2-Feb-19			
	28-Feb-19	2-Mar-19			
	28-Mar-19	30-Mar-19			
	25-Apr-19 30-Apr-19				
	30-May-19	1-Jun-19			
	27-Jun-19	29-Jun-19			
	25-Jul-19	31-Jul-19			
	29-Aug-19	31-Aug-19			
	26-Sep-19	30-Sep-19			
	31-Oct-19	2-Nov-19			
	28-Nov-19	30-Nov-19			
	26-Dec-19	31-Dec-19			





		30-Jan-20	1-Feb-20	
	If Memory Trigger Condition is Not Satisfied: 1-Feb-20			
Call Option Exercise Date	If Memory Trigger Condition is Satisfied: The Issuer may, (with one Business Day's prior written notice) elect any Business Day between Call Option Start Date and 31 days prior to the Redemption and Maturity Date (inclusive of both days), to be the Call Option Exercise Date.			
	If Memory Trigger Condition is Not Satisfied: The Issuer may, (with on Business Day's prior written notice) elect any Business Day between Ca Option Start Date and 31 days prior to the Redemption and Maturit Date (inclusive of both days), to be the Call Option Exercise Date.			
Call Option Start Payment Date	1	If Memory Trigger Condition is Satisfied: 30 days after the Call Option Start Date		
		Call Option Start Date	Call Option Start	
			Payment Date	
		2-Feb-19	04-Mar-19	
		2-Mar-19	01-Apr-19	
		30-Mar-19	29-Apr-19	
		30-Apr-19	30-May-19	
		1-Jun-19	01-Jul-19	
		29-Jun-19	29-Jul-19	
		31-Jul-19	30-Aug-19	
		31-Aug-19	30-Sep-19	
		30-Sep-19	30-Oct-19	
		2-Nov-19	02-Dec-19	
		30-Nov-19	30-Dec-19	
4		31-Dec-19	30-Jan-20	
		1-Feb-20	02-Mar-20	
	Optio	on Start Date i.e., March 02, 2		
Call Option Price	Reference Market Linked Return as determined on the Call Option Exercise Date and paid with the Redemption Amount.			
Call Notification Time	One Business Day prior to Call Option Exercise Date.			
Put Option	Not Applicable			
(Redemption at the Option of the Debenture Holders)				
Put Option Date				



