

IN DUPLICATE

9561/ITSL/OPR/2019-20

Date : 19th November, 2019.

To,

Reliance Home Finance Limited,

Reliance Centre, South Wing,

6th Floor, Off. Western Express Highway,

Santacruz (East), Mumbai - 400 055.

**Kind Attention : Mr. Amit Bapna (Director), Ravindra Sudhalkar (CEO),
Pinkesh R. Shah (CFO).**

**Sub : Reliance Home Finance Limited (the Company) - Secured,
Redeemable, Non-Convertible Debentures each having face value of Rs.
1000 aggregating to Rs. 3000 Crores.**

**Ref : Resolution passed in the meeting of Debenture Holders held on
14th November, 2019.**

Dear Sir,

As you are aware, as Debenture Trustee for the public issue of Non-Convertible Debentures we had convened the meeting of the debenture holders on 14th November, 2019 pursuant to the notice dated 18th October, 2019.

Pursuant to the resolution passed by requisite majority by the Secured Debenture Holders in the meeting of debenture holders the following provision of the Debenture Trust Deed dated 2nd January, 2017 ('DTD')

Clause 25.2, sub-clause xxiii (d) which reads as under :

25.2 Affirmative Covenants :

The Company hereby covenants with the Debenture Trustee that the Company will at all times during the continuance of the Security created under the Security Documents (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(xxiii) submit a quarterly report to the Debenture Trustee within 45 (forty-five) days from the end of the relevant quarter containing the following particulars :

(d) Statement that the assets of the Company or that of any other entity made available as security (pursuant to Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014), are sufficient to discharge the claims of the Secured NCD Holders as and when the same becomes due, as duly certified by the Company secretary and/ or chartered accountant;

Shall stand modified, amended and replace by the following clause :

25.2 Affirmative Covenants :

The Company hereby covenants with the Debenture Trustee that the Company will at all times during the continuance of the Security created under the Security Documents (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(xxiii) submit a quarterly report to the Debenture Trustee within 45 (forty-five) days from the end of the relevant quarter containing the following particulars :

*(d) Statement that the assets of the Company or that of any other entity made available as security (pursuant to Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014), are sufficient to discharge the claims of the Secured NCD Holders as and when the same becomes due, as duly certified by the **Statutory Auditor of the Company;***

Further, Clause 25.2, sub-clause xxiv (2) which reads as under :



25.2 Affirmative Covenants :

The Company hereby covenants with the Debenture Trustee that the Company will at all times during the continuance of the Security created under the Security Documents (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(xxiv) furnish the following :

On Quarterly basis:

(2) Certificate from an independent chartered accountant giving the value

of book Receivables/ Book debts.

Shall stand modified, amended and replaced by the following clause :

25.2 Affirmative Covenants :

The Company hereby covenants with the Debenture Trustee that the Company will at all times during the continuance of the Security created under the Security Documents (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(xxiv) furnish the following :

On Quarterly basis :

(2) Certificate from the **Statutory Auditor** of the Company giving the value of book Receivables/ Book debts.

The Company is requested to take on record the amendment, in the aforesaid clauses of the Debenture Trust Deed dated 2nd January, 2017 and provide necessary certificates accordingly.

This letter shall form an integral part of the DTD dated 2nd January, 2017 and shall be read in conjunction thereto. In the event of any



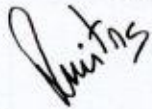
contradiction of this letter with the DTD, the content of this letter shall prevail.

Please return the duplicate copy of this letter duly signed by the authorised representative of the company in token of acceptance.

Thanking You,

With Regards,

For IDBI Trusteeship Services Limited,



Authorized Signatory.

Acknowledged & Accepted,

For Reliance Home Finance Ltd.