

4 January 2020

Hand Delivery/ Courier

To,

Reliance Home Finance Limited,
Reliance Centre, South Wing,
6th Floor, Off. Western Express Highway,
Santacruz (East), Mumbai – 400 055

Notice of Default

Subject: Default in payment of principal amount and interest in respect of unsecured redeemable non-convertible debentures (“**NCDs**”) issued by Reliance Home Finance Limited (“**RHF**”)

Reference: (i) Debenture Trustee Agreement dated 10 November 2016 executed by and between RHF and IDBI Trusteeship Services Limited (“**Debenture Trustee**”) (“**Debenture Trustee Agreement**”);

(ii) Tranche I Prospectus dated 15 December 2016 (“**Tranche I Prospectus**”);

(iii) Debenture Trust Deed dated 2 January 2017 in respect of NCDs executed by and between RHF, Reliance Capital Limited (“**RCL**”) and Debenture Trustee; and

(iv) Letter dated 17 December 2019 from Debenture Trustee addressed to RHF bearing reference no. 10726/ITSL/OPR/2019-20 (“**Letter dated 17 December 2019**”)

(Capitalised terms, unless defined herein, have the meaning given to such terms in the Debenture Trust deed, as the context may require)

Dear Sirs,

1. Pursuant to the Companies Act, 2013, SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (“**SEBI Debt Regulations**”), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI LODR Regulations**”) and SEBI (Debenture Trustee) Regulations, 1993 (“**Debenture Trustee Regulations**”), we, IDBI Trusteeship Services Limited *vide* Debenture Trustee Agreement provided our consent to RHF to act as the debenture trustee in trust for the benefit of debenture holders of all series of NCDs aggregating to INR 3500 Crores as issued by RHF from time to time.
2. RHF *vide* its Tranche I Prospectus offered to the public, NCDs carrying face value of INR 1000/- each, aggregating up to INR 1,00,000 Lakh, with an option to retain oversubscription of up to INR 50,000 Lakhs. Consequently, RHF, RCL and Debenture Trustee executed the Debenture Trust Deed, wherein the Debenture Trustee is acting as the debenture trustee to the public issue of NCDs carrying face value INR 1000/- each and respective coupon interest rates payable annually aggregating to INR 435,70,93,000/- (Indian Rupees Four Hundred Thirty Five Crores Seventy Lakhs Ninety Three Thousand



only) issued by RHF and subscribed by debenture holders under respective ISINs, as detailed herein below:

Sr. No.	ISIN	Principal Redemption Date	Coupon Interest Rate (payable annually) (%)
1.	INE217K08271 ("NCD-I")	3 January 2032	9.25
2.	INE217K08289 ("NCD-II")	3 January 2032	9.40

3. The Debenture Trustee *vide* Letter dated 17 December 2019 addressed to RHF, by setting out various events of default committed by RHF under clause 5.2 (g), (i) and (o) and several breaches of representations, warranties and covenants under clause 20 of the Debenture Trust Deed, declared occurrence of Event of Default under the Debenture Trust Deed. Pursuant to such declaration, the Debenture Trustee under clause 7.1 of the Debenture Trust Deed, called upon RHF to make payment of the principal amount and all interests payable in respect of all NCDs aggregating to INR 471,28,77,146/- (Indian Rupees Four Hundred Seventy One Crores Twenty Eight Lakhs Seventy Seven Thousand One Hundred and Forty Six only), to the debenture holders forthwith along with further interest, as detailed therein.
4. RHF has failed to make payment of the principal amount and all interests payable in respect of NCDs aggregating to INR 471,28,77,146/- along with further interest to the concerned debenture holders, in blatant violation of its obligations and duties under the Debenture Trust Deed. Failure to make payment of principal amount and all interests by RHF to debenture holders constitutes events of defaults as contemplated under clause 5.2 (a) and (b) of the Debenture Trust Deed.
5. As you are aware, NCD - I and NCD - II under the Debenture Trust Deed had an interest due and payable on 3 January 2020. In violation of various obligations, representations and warranties under the Debenture Trust Deed, RHF failed to make payment of interest due under NCD - I and NCD - II aggregating to INR 40,58,16,292/- (Indian Rupees Forty Crores Fifty Eight Lakhs Sixteen Thousand Two Hundred Ninety Two only) on the date of its payment. In addition to previous events of default as stipulated in Letter dated 17 December 2019, failure to make payment of interest in relation to NCD - I and NCD - II on its stipulated date constitutes a further event of default as contemplated under clause 5.2 (b) of the Debenture Trust Deed.

Sr. No.	Series	Interest amount due and payable until 3 January 2020
1.	NCD - I	23,12,77,750
2.	NCD - II	17,45,38,542

Total	40,58,16,292/-
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6. As a result of continuous events of defaults, it is reiterated that the principal amounts, all interests and other monies payable in respect of NCD - I and NCD - II have become due and payable by RHF to the debenture holders forthwith.
7. In view of the default in payment of interest in respect of NCD – I and NCD – II we, in our capacity as the Debenture Trustee call upon RHF to make payment of the principal amount, interests and all other monies payable by RHF to the debenture holders, in respect of all NCDs aggregating to INR 476,29,09,292/- (Indian Rupees Four Hundred Seventy Six Crores Twenty Nine Lakhs Nine Thousand Two Hundred Ninety Two only) (*as more particularly detailed below*) along with further interest at the rate of 2% per annum over and above the respective coupon rates from 3rd January, 2020 till date of payment and/or realization, **forthwith**. In the event RHF yet again fails to make payment, we shall be constrained to initiate appropriate legal proceedings entirely at your costs, risks and consequences.

Sr. No.	Series	Outstanding Principal Amount (INR)	Interest amount due and payable on 3 January 2020 (INR)
1.	NCD - I	250,03,00,000	23,12,77,750
2.	NCD - II	185,67,93,000	17,45,38,542
		435,70,93,000	40,58,16,292
Total		476,29,09,292	

8. Please note that this Notice of Default is without prejudice to any other right that we may exercise at our sole discretion, as available to us under the applicable laws and provisions contained under the Debenture Trust Deed.

Yours truly,

For IDBI Trusteeship Services Limited,




Authorized Signatory