DATED NOVEMBER 30, 2017

DEBENTURE TRUST DEED

FOR 6.78% UNSECURED, LISTED REDEEMABLE NON-CONVERTIBLE DEBENTURES – PPD SERIES B

BETWEEN

RELIANCE INDUSTRIES LIMITED
("Company")

AND

AXIS TRUSTEE SERVICES LIMITED
("Debenture Trustee" or "Trustee")

DEBENTURE TRUST DEED

THIS DEBENTURE TRUST DEED (hereinafter referred to as the "**Deed**" and/or "**Indenture**") is made at Mumbai on this 30th day of November, 2017.

BY AND BETWEEN

1. Reliance Industries Limited, a company incorporated under the Companies Act, 1956 with its Corporate Identity Number: L17110MH1973PLC019786 and having its Registered Office at 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns); of the **ONE PART**

AND

2. **AXIS TRUSTEE SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 with its Corporate Identity Number: U74999MH2008PLC182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 025, in its capacity as Debenture Trustee for the Debenture Holder(s) (hereinafter referred to as the "**Debenture Trustee**" or the "**Trustee**", which expression shall, unless repugnant to the subject or context thereof, and include its successors and assigns) of the **OTHER PART**.

WHEREAS:

I. The Company is duly incorporated and validly existing under the laws of India and is engaged *inter alia* in the business of exploration and production of oil and gas and refining and marketing of petroleum products. The details of the authorised, issued, subscribed and paid-up share capital of the Company as on September 30, 2017 are as under:

1] AUTHORISED CAPITAL:	**(Rs. in crore)**
Equity Shares of Rs. 10/- each	**14,000.00**
Preference Shares of Rs.10 /- each	**1,000.00**
2] ISSUED, SUBSCRIBED AND PAID-UP CAPITAL:	
Equity Shares of Rs. 10/- each fully paid-up	**6,333.50**
Preference Shares of Rs. 10/- each fully paid-up	**-**

II. With a view to meet the Company's requirements for the Purpose (as hereinafter defined), the Company, being duly empowered by its Memorandum of Association and Articles of Association and pursuant to the authority granted under Section 42 of the Companies Act, 2013 ("**Act**") vide resolutions of the Board of Directors and Shareholders of the Company passed at their respective meetings held on July 20, 2017 and July 21, 2017 and this Deed and other Transaction Documents (as defined hereinafter), the Finance Committee of the Board of Directors of the Company has on September 1, 2017 issued **25,000 rated, Listed Unsecured Redeemable Non-convertible Debentures – PPD**

Series B each having face value of Rs. 10,00,000/- (Rupees Ten Lakh only), of the aggregate nominal value of Rs. 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crore only) (hereinafter referred to as the "**Debentures**") carrying coupon rate of 6.78% per annum, on private placement in terms of the Disclosure Document and Private Placement Offer Letter dated September 1, 2017. The Company has filed with the Registrar of Companies, Maharashtra at Mumbai the aforesaid Private Placement Offer Letter on September 22, 2017 vide SRN: G53698627.

III. Pursuant to the aforesaid resolutions, the Finance Committee of the Board of Directors of the Company has on September 1, 2017 allotted **25,000 rated, Listed Unsecured Redeemable Non-convertible Debentures** for cash, at par, in dematerialised form, in terms of the aforesaid Disclosure Document and Private Placement Offer Letter dated September 1, 2017, to the subscribers thereof. The Company has entered into an arrangement with the Depositories, viz., National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) for admission of the Debentures in the depository system in dematerialised form.

IV. The debt-equity ratio of the Company as on September 30, 2017, that is after the issue of the Debentures, was 0.41:1. The Debentures have been rated as "CRISIL AAA / Stable" by CRISIL Limited vide its letter dated August 8, 2017 and "ICRA AAA / Stable" by ICRA Limited and "CARE AAA/ Stable" by CARE Ratings Limited vide their respective letters dated August 7, 2017. The rating indicates highest degree of safety regarding timely servicing of financial obligations.

V. The Debenture Trustee is registered with the Securities and Exchange Board of India (SEBI) as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 and pursuant to the letter dated August 29, 2017, has agreed to act as a debenture trustee, in trust for the benefit of the Debenture Holders. The Debenture Trustee and the Company have entered into an Initial Debenture Trustee Agreement dated September 1, 2017 whereby the Company has appointed the Debenture Trustee and the Debenture Trustee has agreed to be appointed as Debenture Trustee for the benefit of the Debenture Holder(s) and for purposes related thereto. Under the Initial Debenture Trustee Agreement, the Parties have also agreed to execute a debenture trust deed;

VI. Accordingly, the Debenture Trustee has called upon the Company to execute this Deed, being these presents, pursuant to which the Debentures are issued, and accordingly these present shall record the various terms, conditions and stipulations as well as the Company's obligations in respect of the Debentures including redemption of the Debentures, payment of interest, remuneration of the Trustee and all costs, charges, expenses and other monies to be paid in accordance with the terms of the issue, conditions of appointment of Debenture Trustee, and the Company has agreed to do so in the manner set out hereinafter.

Reliance Industries Limited

TRUSTEE SERVICES LTD.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

In these presents, unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings:

1.1 **"Act"** shall mean the Companies Act, 2013 (as amended, modified, substituted or replaced from time to time), the applicable residual provisions, if any, of the Companies Act, 1956, and includes rules, circulars, notifications or orders issued thereunder and in force from time to time.

"**Applicable Law**" shall mean any statute, law, regulation, notification, ordinance, rule, judgement, rule of law, order, decree, government resolution, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or governmental or regulatory authority, having jurisdiction over the matter in question, whether in effect as of the date of this Deed or thereafter, and in each case, as amended.

"**Authorised investments**" has the meaning given to the term in Clause 18.

"**Board of Directors"** shall mean the board of directors of the Company for the time being and from time to time.

"**Business Day**" means a day (except for a Saturday or Sunday) on which commercial banks are open for general business in Mumbai (Maharashtra) and "**Business Days**" shall be construed accordingly.

"**Coupon Rate**" shall mean 6.78% per annum payable annually on outstanding Debentures at the end of every year from the Deemed Date of Allotment.

"**Debentures**" means 25,000 rated, Listed Unsecured Redeemable Non-Convertible Debentures – PPD Series B each having face value of Rs. 10,00,000/- (Rupees Ten Lakh only), of the aggregate nominal value of Rs. 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crore only), carrying coupon rate of 6.78% per annum, issued by the Company in terms of the Disclosure Document and Private Placement Offer Letter dated September 1, 2017 and these presents, to the Debenture Holder(s) in dematerialised form, together with the benefit of the Financial Covenants and Conditions applicable thereto. The Debenture Certificate to be issued in physical form, if any, to the Debenture Holder(s) shall be in the form or substantially in the form set out in Part –"A" of the **Second Schedule** hereunder written. The Company shall follow the procedure laid down in Part – "B" of the **Second Schedule** hereunder written.

Reliance Industries Limited

"**Debenture Holder(s)**" or "**Holder(s) of Debentures**" means the persons who *are*, for the time being and from time to time, the owners of the Debentures in physical form or electronic (dematerialised) form ("**Beneficial Owner(s)**), and whose names appear in the Register of Debenture Holders(s) or the List of Beneficial Owner(s)/Register of Beneficial Owners(s) prepared, held and given by the Depositories, viz., NSDL and CDSL, as the case may be, and "**Debenture Holder**"/"**Holder of Debentures**" means each such person and includes their respective successors, transferees and assigns.

"**Deed**" or "**this Deed**" or "**Indenture**" means this debenture trust deed as may be amended, modified, or supplemented from time to time.

"Deemed Date of Allotment" or "Date of Allotment" means date of allotment, i.e., September 1, 2017.

"**Depository**" shall mean the depository with whom the Company has made arrangements for dematerialising the Debentures namely, NSDL and/or CDSL and "**Depositories**" shall be construed accordingly.

"**Depository Participant**" or "**DP**" has the meaning given to such term in Section 2(g) of the Depositories Act, 1996 (22 of 1996).

"**Disclosure Document**" means Disclosure Document dated September 1, 2017, which sets out the key terms and conditions upon which the Debentures have been issued by the Company.

"**Events of Default**" shall mean any event or circumstance as described in Clause 8 of this Deed.

"**Financial Covenants and Conditions**" means the covenants and conditions on the part of the Company to be observed and performed as set out in the **Disclosure Document, Private Placement Offer Letter** and **First Schedule** hereunder written and as the same may from time to time, be modified in accordance with these presents.

"Government" or "Governmental Authority" shall include President of India, the Government of India, Governor or the Government of any state in India or any ministry, department, board, authority, instrumentality, agency, corporation or commission semi-governmental or judicial or quasi-judicial or administrative entity, any self-regulatory organization, under the direct or indirect control of the Government of India.

"**Initial Contribution**" has the meaning given to the term in Clause 2.2(a).

"**Initial Debenture Trustee Agreement**" shall mean the initial debenture trustee agreement dated September 1, 2017, entered into by and between the Company and the Debenture Trustee.

Reliance Industries Limited

"**Material Adverse Effect**" means an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material adverse effect on or a material adverse change in the judgement of Debenture Trustee, acting on the instructions of the Majority Debenture Holder(s), on:

a) the business, operations, property, assets, financial condition of the Company; or

b) the ability of the Company to enter into and to perform its obligations under the Transaction Documents; or

c) the legality or validity or enforceability of the Transaction Documents or remedies of Debenture Holder(s) thereunder.

"**Majority Debenture Holder(s)**" shall at any time mean such number of Debenture Holder(s) holding more than 50% of the nominal value of the then outstanding Debentures;

"**Obligations**" shall mean all obligations at any time due, owing or incurred by the Company to the Debenture Trustee and/or the Debenture Holder(s) in respect of the Debentures and shall include (i) the obligation to redeem the Debentures in terms thereof including payment of coupon/interest, default interest, penal interest, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee/Debenture Holder(s) and other monies payable by the Company in respect of the Debentures under the Transaction Documents; (ii) in the event of any proceedings for the collection and/or enforcement of the obligations of the Company in respect of the Debentures, after an Event of Default shall have occurred, the expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing the assets or any part thereof, of the Company, or of any exercise of the Debenture Trustee of its right under the relevant Transaction Documents, together with legal fees and court costs.

"Private Placement Offer Letter" means private placement offer letter dated September 1, 2017, issued by the Company in respect of the Debentures.

"**Purpose**" shall mean the purpose for which the Debentures have been issued by the Company, being *inter alia* for refinancing of existing borrowings and for any other purpose in the ordinary course of business of the Company.

"Redemption Date" means September 16, 2020, the date falling at the end of 3 years and 15 days from the Deemed Date of Allotment, when the nominal amount of the outstanding Debentures is to be paid by the Company to the Debenture Holder(s) together with all the accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of the Debentures.

Reliance Industries Limited

"Register of Debenture Holder(s)" or "Register of Beneficial Owners" shall mean the register of debenture holders required to be maintained by the Company pursuant to Section 88 of the Act and shall deem to include the register of beneficial owners maintained by the Depositories pursuant to Section 11 of the Depositories Act, 1996.

"Repay" shall include **"Redemption"** and *vice versa* and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.

"Record Date" shall mean in relation to any date on which any payments are scheduled to be made by the Company to the Debenture Holder(s), the day falling 15 (fifteen) days prior to such date;

"Special Resolution" means a resolution passed in a meeting of Debenture Holder(s) where the votes cast in favour of the resolution are at least 3 times more than the votes cast against the resolution and shall include only valid votes cast while voting in person or by proxy.

"Transaction Documents" shall mean the documents executed in relation to the issue of the Debentures including (i) the Initial Debenture Trustee Agreement, (ii) this Deed, (iii) Tripartite Agreement between the Company, the Registrar & Transfer Agent, NSDL for offering dematerialisation option, (iv) Tripartite Agreement between the Company, the Registrar & Transfer Agent and CDSL for offering dematerialisation option, (v) Disclosure Document, (vi) Private Placement Offer Letter, and (vii) such other documents designated as such mutually by the Company and the Debenture Trustee.

1.2 All other capitalised terms unless defined expressly under this Deed, shall have the meaning assigned to it in the Disclosure Document/ Private Placement Offer Letter / Applicable Laws.

1.3 Words denoting singular number only shall include plural number and vice versa.

1.4 Words denoting one gender only shall include the other gender.

1.5 Words denoting persons only shall include companies and bodies corporate.

1.6 Words and expressions defined in the Financial Covenants and Conditions shall, where used in these presents have the same meanings save where such meaning would render the same inconsistent with the definitions in this clause.

1.7 All references in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.

Reliance Industries Limited

1.8 All references in these presents to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents.

1.9 The recitals and schedules shall constitute an integral and operative part of this Deed. The provisions contained in the Schedules hereunder written shall have effect in this manner as if they were specifically herein set forth.

1.10 Reference to any document includes an amendment or supplement to, or replacement or novation of, that document.

1.11 No provision of this Deed shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

1.12 In the event of any disagreement between the Company and the Debenture Trustee regarding the materiality or reasonableness of any event under the Transaction Documents, the Debenture Trustee (acting on the instructions of the Debenture Holders) shall be entitled to determine such materiality or reasonableness.

1.13 Whenever any coupon payment date falls on a day other than a Business Day, such payment shall be made on the immediately following Business Day.

1.14 Whenever any maturity date falls on a on a day other than a Business Day, such payment shall be made on the previous Business Day.

2. APPOINTMENT OF THE TRUSTEE

2.1 Appointment of Trustee

The Company has appointed the Debenture Trustee as trustee for the Debenture Holder(s) pursuant to the Initial Debenture Trustee Agreement. The Company has appointed Axis Trustee Services Limited as the Trustee, and the Trustee has agreed to act as trustee for the benefit of the Debenture Holder(s) and their successors, transferees and assigns under the trust HEREUNDER created pursuant to Clause 2.2 below and in such trust capacity, the Trustee agrees and is authorised:

a) to execute and deliver this Deed, other Transaction Documents and all other documents, agreements, instruments and certificates contemplated by this Deed or the other Transaction Documents which are to be executed and delivered by the Trustee or as the Trustee shall deem advisable and in the best interests of the Debenture Holder(s);

Reliance Industries Limited

b) to take whatever action as shall be required to be taken by the Trustee by the terms and provisions of the Transaction Documents, and subject to the terms and provisions of this Deed or any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred to in this Clause 2.1(a) above in such documents, agreements, instruments and certificates; and

c) subject to the terms and provisions of this Deed and the other Transaction Documents, to take such other action in connection with the foregoing as the Debenture Holder(s) may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any Transaction Documents, the Trustee shall seek written instructions from the Debenture Holder(s) and only upon receipt of such instructions shall the Trustee exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred in these presents.

2.2 **Declaration of Trust by the Trustee**

a) The Company hereby settles in trust with the Debenture Trustee, a sum of Rs. 1,000/- (Rupees One Thousand only). The Trustee hereby declares and confirms that it has, accepted the above sum of Rs. 1,000/- (Rupees One Thousand only) in trust declared and settled and kept apart the sum being the initial corpus (hereinafter referred to as the "**Initial Contribution**") of the trust created in terms of this Deed, to have and hold the same together with all additions or accretions thereto including the investments representing the same, subject to the powers, provisions, agreements and declarations herein contained.

b) The Trustee hereby declares that in relation to the Debenture Holder(s), it shall hold:

1. the Initial Contribution;

2. all of its rights under or pursuant to this Deed and all sums received by it under this Deed (save for any sums received solely for its own account); and

3. all monies received by it out of, whether prior to or as a result of enforcement of the Transaction Documents or the exercise of rights and remedies under this Deed,

upon trust and for the benefit of the Debenture Holder(s) and subject to the powers and provisions hereinafter declared and contained and concerning the same, for due payment and discharge of the Obligations.

c) The Trustee declares that it shall not revoke the trust hereby declared till whole of the Obligations is irrevocably discharged and paid in full by the

Reliance Industries Limited

Company to the Debenture Holder and the Trustee under the Transaction Documents.

3. TRUSTEE REMUNERATION

3.1 The Company shall pay to the Trustee remuneration as mutually agreed by and between the Company and Debenture Trustee.

3.2 The Company shall in case of delay in payment of stipulated remuneration as detailed hereinabove, pay to the Trustee on the expiry of 30 (thirty) days from the due date for payment, in addition to the stipulated Trustee remuneration as referred hereinabove, interest at the rate of State Bank of India 1 Year marginal cost of funding rate (or any substitute thereof) plus 1%, per annum, on the outstanding amount(s), during the period of delay.

3.3 The Company shall reimburse the Trustee all legal, travelling, conveyance and other costs, charges and expenses incurred by them, their officers, employees or their agents in connection with execution of these presents including costs, charges, expenses of and incidental to the approval and execution of these presents and all other Transaction Documents and the Company hereby agrees to indemnify the Trustee against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by the Trustee in respect of any matter or thing done or omitted to be done, without its wilful default, in respect of or in relation to the Transaction Documents.

4. RETIREMENT AND REMOVAL OF TRUSTEE

4.1 The Trustee hereof may, at any time without assigning any reason and without being responsible for any loss or costs occasioned thereof, resign/retire as the trustee, provided that the Trustee shall have given at least 30 (thirty) days previous notice in writing to the Company.

4.2 The Company shall, upon receipt of notice of resignation issued by the Debenture Trustee, take prompt steps to appoint another entity competent to act as trustee for the Debenture Holder(s) in place of the Debenture Trustee with the written consent of the Majority Debenture Holder(s). The Trustee shall continue to act as Debenture Trustee until a successor trustee is appointed. In the event the successor trustee is not appointed within 30 (thirty) days after receipt of any notice of retirement/resignation by the Trustee, the Trustee shall continue to act as the Debenture Trustee until such time as the successor trustee is appointed on payment of such fees as may be mutually agreed between the Company and the Trustee.

4.3 Any body corporate or entity which is registered as a Trustee with the Securities and Exchange Board of India may be appointed as Trustee. Whenever there shall be more than two Trustee hereof, the majority of such Trustee shall be entitled to exercise the powers, authorities and discretions hereby vested in the Trustee.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD. MUMBAI

4.4 The Trustee hereof may be removed by the Debenture-holder(s) by a Special Resolution duly passed at the meeting of the Debenture Holder(s) convened in accordance with the provisions set out in the **Third Schedule** hereunder written. The Company shall appoint such person or persons as may be nominated by such resolution as new Trustee or Trustee hereof.

4.5 Upon appointment of the successor trustee pursuant to the preceding Clauses 4.2 or 4.4 above, all references in this Deed to the Debenture Trustee shall, unless repugnant to the context, mean and refer to the successor trustee and the successor trustee shall without any further act or deed succeed to all the powers and authorities and be subject to all duties, liabilities and responsibilities of the Debenture Trustee as if it had been originally appointed as the trustee hereunder.

4.6 The Debenture Trustee confirms that notwithstanding anything contained in this Agreement, in the case of resignation by Debenture Trustee, the Debenture Trustee shall continue to act as a Debenture Trustee in terms of Applicable Law till the time a successor Trustee is appointed.

5. AMOUNT OF DEBENTURES AND COVENANT TO PAY PRINCIPAL AND INTEREST

5.1 Amount of Debentures:

25,000 rated, Listed, Unsecured, Redeemable, Non-Convertible Debentures of the face value of Rs. 10,00,000/- each (Rupees Ten Lakh each), for an aggregate nominal value of Rs. 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crore only), carrying coupon rate of 6.78% per annum, have been issued and allotted on September 1, 2017, on Private placement basis, in dematerialised form, for cash, at par, in terms of this Deed, Disclosure Document and Private Placement Offer Letter, to the Debenture Holder(s).

5.2 Covenant to Pay Principal and Interest

The Company covenants with the Trustee that it shall pay to the Debenture Holder(s), the principal amount of the Debentures outstanding on the due date(s) as mentioned in the Financial Covenants and Conditions and shall also pay interest (inclusive of penal interest, where applicable) on the Debentures outstanding, in accordance with the Financial Covenants and Conditions, more particularly described in the **First Schedule** hereunder written.

Provided that if so called upon by the Trustee, the Company shall make payment(s) as aforesaid to or to the order of or for the account of the Trustee and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Company to make such payments to the Debenture Holder(s). Such payment(s) shall be passed on to the Debenture Holder(s), subject to the appropriation in the order of preference mentioned in Financial Covenants and Conditions more particularly described in the **First Schedule** hereunder written.

Reliance Industries Limited

6. INTEREST

6.1 The Debenture Holder(s) shall be paid interest as per paragraph (ii) of the Financial Covenants and Conditions, more particularly described in the **First Schedule** hereunder written.

6.2 Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days' year or 366 days a year in case of leap year, and the actual number of days elapsed. The interest for the last broken period shall be payable at the time of redemption of the Debentures.

6.3 Any payments to be made to the Debenture Holder(s), including payment of interest, payment upon redemption, shall be made by the Company by way of real time gross settlement (RTGS)/ national electronic fund transfer (NEFT)/ any other electronic mode / any other permissible mode of payment from time to time in the name of Debenture Holder(s) as may be notified to the Company by such Debenture Holder(s) or the Trustee at the time of applying to the Debentures or as may be notified to the Trustee / Depository Participant, subsequently through a valid communication channel.

7. A) FORM OF THE DEBENTURES

7.1 The Debentures, if in physical form, shall be substantially in the form stated in Part – "A" of **Second Schedule** hereunder written and shall be endorsed with the Financial Covenants and Conditions and issued by entering the name of the Debenture Holder(s) in the register of Debenture Holder(s) maintained either by the Company or by the registrar appointed by the Company; or if in dematerialised form, by crediting the demat accounts of the Beneficial Owner(s), the same shall be issued by the Company by following the procedure stipulated for issuance of the Debentures in demat form, as more particularly described in Part – "B" of the **Second Schedule** hereunder written.

7.2 The principal amount of the Debentures, together with redemption premium, if any (inclusive of penal interest where applicable) and all other monies hereby secured shall, as between the holders of the Debentures, ***inter se rank pari passu*** without any preference or priority whatsoever on account of date of issue or allotment or otherwise.

7.3 The Company has entered into depository arrangements with NSDL and CDSL for the issue of the Debentures in dematerialised form. The Debenture Holder(s) who hold the Debentures in dematerialised form will deal with the same as per the provisions of the Depositories Act, 1996, the regulations thereunder and the rules and bye-laws of NSDL and CDSL.

7.4 The Financial Covenants and Conditions shall be binding on the Company and the Debenture Holder(s) and all persons claiming by, through or under it and shall enure to the benefit of the Trustee and all persons claiming by, through or under them. The Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents.

Reliance Industries Limited

7.5 The Company shall comply with the provisions of section 56(4) of the Act read with the Companies (Share Capital and Debentures) Rules, 2014, for the issuance of the Debentures in physical form. Where the Debentures are issued in the dematerialised form, the guidelines issued by NSDL/CDSL shall be followed.

7. B) LISTING AND CREDIT RATING

a) The Company has listed the Debentures on the Wholesale Debt Market segment of BSE Limited and National Stock Exchange of India Limited (together called as "Stock Exchanges").

(The Company has completed the formalities for listing and commencement of trading of the Debentures at the Stock Exchanges within 15 (fifteen) Business Days from the Deemed Date of Allotment of the Debentures.)

The Company undertakes to comply with the requirements of the Listing Agreement(s) with the Stock Exchanges, the SEBI (Listing Obligations and Disclosure Requirements), 2015, the Act and other Applicable Law on a continuous basis. All expenses, costs, charges, incurred for the purpose of listing of the Debentures, as also for making the offer for sale, if any, of the Debentures shall be borne and paid by the Company.

b) The Debentures are rated as:

"CRISIL AAA / Stable" by CRISIL Limited. The rating indicates highest degree of safety with regard to timely servicing of financial obligations in respect of Debentures;

"ICRA AAA / Stable" by ICRA Limited. The rating indicates highest degree of safety with regard to timely servicing of financial obligations in respect of Debentures.

"CARE AAA / Stable" by CARE Ratings Limited. The rating indicates highest degree of safety with regard to timely servicing of financial obligations in respect of Debentures.

The Credit rating will be reviewed at least once a year by a credit rating agency registered by SEBI. Any revision in rating shall be promptly be intimated to the Debenture Trustee.

7. C) AVOIDANCE OF PAYMENTS

If any amount paid by the Debenture Holder(s) in respect of the Debentures is held to be void or set aside on the liquidation or winding up of the Company or otherwise, then for the purpose of this Deed, such amount shall not be considered to have been paid.

Reliance Industries Limited

8. EVENTS OF DEFAULT AND REMEDIES

8.1 If one or more of the events specified in Clause 8.2 (each, an "**Event of Default**") shall have occurred or continuing, then the Majority Debenture Holder(s) shall by a notice in writing to the Company declare all the Debentures outstanding together with redemption premium, if any, and all accrued interest thereon to be due and upon such declaration the same shall thereupon become due and payable forthwith and the Trustee shall have right to enforce this Deed and the Transaction Documents, subject to the rights of secured creditors, and shall have the following rights (notwithstanding anything in these presents to the contrary):

(a) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company;

(b) exercise such other rights as the Trustee may deem fit under Applicable Law in order to safeguard the rights and interest of the Debenture Holder(s).

8.2 The occurrence of any one of the following events shall constitute an "Event of Default" by the Company:

a) Default in redemption of Debentures
Default by the Company shall have occurred in the redemption of the Debentures if the Redemption Amount is not paid on the Redemption Date and such default continues without being remedied for a period of 30 (thirty) days after the Redemption Date.

b) Default in payment of interest/principal amount
Default by the Company shall have occurred in the payment of any instalment of interest or the principal amount of the Debentures if the installment of interest or the principal amount, as the case may be, is not paid on the due date and such default continues without being remedied for a period of 30 (thirty) days after the due date.

c) Default in performance of covenants and conditions
Default shall have occurred in the performance of any other material covenants, conditions or agreements on the part of the Company under this Deed or other Transaction Documents and such default shall have continued for a period of 30 (thirty) days after notice in writing thereof been given to the Company by the Debenture Holder(s) / Debenture Trustee for remedying such default.

d) Liquidation or dissolution of the Company
The Company has taken or suffered any action to be taken for its liquidation or dissolution.

e) Company ceases to carry on business
When the company without the consent of Debenture Trustee ceases to carry on its business or gives notice of its intention to do so.

Reliance Industries Limited

f) **Corporate insolvency**
If the Company is declared insolvent or where any liquidation order has been passed against the Company under the Insolvency and Bankruptcy Code, 2016.

g) When an order has been made by the Tribunal or a Special Resolution has been passed by the members of the Company for winding-up of the Company.

h) It is or becomes unlawful for the Company to perform any of its obligations under any Transaction Document.

8.3 In any Event of Default or any event which, after notice or lapse of time, or both, would constitute an Event of Default has happened, the Company shall, forthwith give notice thereof to the Debenture Holder(s)/Trustee, in writing, specifying the nature of such Event of Default or of such event.

8.4 All expenses in connection with collection of amount(s) due under this Agreement, incurred by the Debenture Holder(s)/Trustee after an Event of Default has occurred, shall be payable by the Company.

9. RECEIPT OF DEBENTURE HOLDER(S)

The receipt of each holder/owner of the Debentures or if there be more than one holder(s)/owner(s) of any such Debentures, then the receipt of any one of such holder(s)/owner(s) or of the survivors or survivor for the principal monies and interest payable in respect of each of such Debenture shall be a good discharge to the Trustee.

10. SURRENDER OF DEBENTURE CERTIFICATE ON PAYMENT

Debentures held in Physical Form

In consideration of payment to the Debenture Holder(s) in full discharge of all principal monies and interests due on their Debentures, the Debenture Certificate in respect of such Debentures shall be surrendered and delivered unto the Company with the receipts in full discharge endorsed thereon and signed by the respective Debenture Holder(s).

Debentures owned in Electronic (Dematerialised) Form

For payment to the Beneficial Owner(s) in full discharge of all principal monies and interests due upon their Debentures, the Company shall make the payment of principal monies and interests due on such Debentures to the Beneficial Owner(s) of Debentures or to any subsequent transferee who are entitled to receive the payment on the due date of redemption on receipt of the necessary corporate debit action from the Beneficial Owner(s).

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

11. REPURCHASE AND REISSUE OF DEBENTURES

The Company may, at any time and from time to time, prior to Redemption Date, purchase Debentures in part (on a pro-rata basis or otherwise) or full at discount, at par or at premium in the open market or otherwise as may be determined by the Board of Directors / Finance Committee of the Company. Such Debentures, at the option of the Company, may be cancelled, held or resold at such price and on such terms and conditions as the Board of Directors / Finance Committee of the Company may deem fit. Such purchase / sale of Debentures shall not require any further consent / approval of the Debenture Holder(s) / Debenture Trustee. The right to purchase Debentures is not a call option and should not be construed as such by anyone. The right of purchase and sale can be exercised by the Company multiple times during the tenor of the Debentures without applicability of any minimum amount or price of the Debentures.

The Debentures which are in dematerialised form, can be repurchased by the Company through its beneficiary demat account as per the norms prescribed by NSDL and CDSL.

12. DEBENTURES FREE FROM EQUITIES

The Debenture Holder(s) will be entitled to their Debentures free from equities or cross claims by the Company against the original or any intermediate holders thereof.

13. REPLACEMENT OF DEBENTURE CERTIFICATES ISSUED IN PHYSICAL FORM

If the Debenture certificate is issued in physical form, is mutilated or defaced or worn out then upon production thereof to the Company, the Company shall cancel the same and issue a new certificate in lieu thereof. If any Debenture Certificate is lost, stolen or destroyed then, upon proof to the satisfaction of the Company and upon furnishing such indemnity as the Company may deem adequate and upon payment of any expenses incurred by the Company in connection with proof of such indemnity the Company shall issue a new or duplicate certificate. A fee will may be charged by the Company not exceeding such sum as may be prescribed by law on each new or duplicate Debenture Certificate issued hereunder except certificates in replacement of those which are old, decrepit or worn out or defaced or where the pages for recording transfers have been fully utilised.

14. FAILURE TO SURRENDER THE DEBENTURE(S)

In the event of any Debenture Holder(s) not surrendering such Debenture certificate or the Beneficial Owner(s) failing to issue necessary corporate debit action to the Company within 30 (thirty) days after the Redemption Date in respect of the Debentures which the Company is ready to pay or satisfy in accordance with the terms of these presents, then, subject to the provisions of the Act, the Company shall be at liberty to deposit in a scheduled bank in the

Reliance Industries Limited

name of the Trustee in an account, which shall be operated by the Trustee for the purpose, an amount equal to the amount due to such Debenture Holder(s)/ Beneficial Owner(s) in respect of such Debentures and upon such deposit being made, the Debentures which the Company is ready to pay or satisfy as aforesaid shall be deemed to have been paid off or satisfied in accordance with the provisions hereof.

15. POWER OF THE TRUSTEE TO INVEST UNCLAIMED AMOUNT

Subject to the provisions of the Act governing transfer of certain unclaimed amounts to the Investor Education and Protection Fund, after provision for payment and satisfaction of the Debentures is made by the deposit in a scheduled bank as aforesaid, the Trustee may invest the same in any of the investments herein authorised.

16. TRUSTEE RIGHT TO INFORMATION

On the happening of any Event of Default, the Trustee may, if it shall think so fit, shall be entitled to demand periodically such information as may be necessary about financial performance, assets and liabilities of the Company.

17. APPOINTMENT OF NOMINEE DIRECTOR

The Debenture Trustee shall have the right to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993, as amended, on the Board of the Company ("**Nominee Director**') in the event of:

(a) two consecutive defaults in payment of interest to the Debenture Holder(s); or

(b) default in redemption of Debentures

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Company shall forthwith take necessary steps to appoint the Nominee Director on receiving a nomination notice from the Trustee. The Company shall also take all steps necessary to amend its Articles of Association, if necessary, to give effect to the above provision.

18. AUTHORISED INVESTMENTS

Any monies which are under the trust or powers herein contained ought to be invested by the Trustee may be invested in the name of the Trustee in any of the investments by law authorised for investment of trust monies for the time being in force in India ("**Authorised investments**") with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Trustee in scheduled bank or banks.

Reliance Industries Limited

19. WHEN TRUSTEE MAY INTERVENE

Until the happening of any of the Event(s) of Default set out in Clause 8 above, the Trustee shall not be in any manner required, bound or concerned to intervene with the management or the affairs of the Company or its business or any part thereof.

20. COMPANY TO KEEP RECORDS OF DEBENTURE HOLDER(S)/ BENEFICIAL OWNERS(S)

Register of Debenture Holder(s)

The Company shall as required by the Act, keep at its registered office/ corporate office a Register of Debenture Holder(s) holding Debentures in physical form showing (a) the name and address and the occupation, if any, of each holder, (b) the amount of the Debentures held by each holder distinguishing each Debenture by its number and the amount paid or agreed to be considered as paid on those Debentures, (c) the date on which each person was entered in the Register of Debenture Holder(s) as a Debenture Holder, (d) the date on which any person ceased to be a Debenture Holder, and (e) the subsequent transfers and changes of ownership thereof.

The Debenture Trustee and/or the Debenture Holder(s) or any of them or any other person shall, as provided in Section 94 of the Act, be entitled to inspect the said Register and to take copies of or extracts from the same or any part thereof during usual business hours with prior reasonable notice to the Company. The Register may be closed by the Company at such time and for such periods as it may think fit in accordance with the provisions of the Act after giving not less than 7 days' previous notice by advertisement in a newspaper circulating in the district in which the Company's registered office is situate. No transfer will be registered during such period when the Register of Debenture Holder(s) remains closed.

List of Beneficial Owners(s)

The Company shall request the Depository viz., NSDL and/or CDSL, as the case may be, to provide a List of Beneficial Owner(s) showing (a) the name and address and the occupation, if any, of each holder, (b) the amount of the Debentures held by each holder distinguishing each Debenture by its number and the amount paid or agreed to be considered as paid on those Debentures, (c) the date on which each person was entered in the list as a Debenture Holder, (d) the date on which any person ceased to be a Debenture Holder, and (e) the subsequent transfers and changes of ownership thereof, as at the end of day 1 day prior to the start of the book closure period. This shall be the list which shall be considered for payment of interest, repayment of principal and amortisation.

Reliance Industries Limited

21. COMPANY TO ISSUE DEBENTURES

If issued / to be issued in physical form

After completion of all legal formalities, the Company shall issue in the first instance Debenture Certificate(s) within a period of 6 months from the Deemed Date of Allotment or within such further time as may be allowed in accordance with Section 56 of the Act to each Debenture Holder against surrender of original letter(s) of allotment, free of charge Debenture certificate under the common seal of the Company in respect of his holding showing on the face thereof the denomination, number and amount of the Debenture or Debentures and referring to these presents.

If issued / to be issued in dematerialised form

The Company shall immediately on allotment of Debentures take reasonable steps to credit the beneficiary account of the Beneficial Owner(s) with NSDL and/or CDSL, Depository Participant as mentioned in the application form, with the number of Debentures allotted.

22. COMPANY'S REPRESENTATION AND COVENANTS

22.1 **Representations**

On the date hereof and on every redemption payment and coupon payment date, the Company makes the representations and warranties to the Trustee as set out in **Fourth Schedule** (*Representations and Warranties*) hereto.

22.2 **Covenants and Undertakings**

The Company agrees and undertakes to abide by the covenants and undertakings and SEBI mandated clauses set out in **Fifth Schedule** (*Covenants and Undertakings*) at all times until the Obligations have been duly discharged.

23. DEBENTURE REDEMPTION RESERVE

The Company shall maintain a reserve to be called the "Debenture Redemption Reserve" as per the provisions of Section 71 of the Act read with Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014 and the applicable SEBI Regulations. The Company shall submit to the Trustee a certificate duly certified by the auditors certifying that the Company has transferred suitable sum to the Debenture Redemption Reserve at the end of each of financial year as per the Applicable Law.

The Company hereby agrees and undertakes that, if during the currency of this presents, any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of Debenture Redemption Reserve and investment of the monies lying therein, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Holder(s)/ the Trustee.

24. CLAIM FOR COMPENSATION MONIES

In the event of a Governmental Authority taking over the management of the Company and/or in the event of nationalisation of the Company or its business or a moratorium being passed or in case the running of the business of the Company or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of the Industries (Development and Regulation) Act, 1951 or under any other Applicable Law, the Trustee shall be entitled to receive the whole of the compensation to which the Company shall be entitled and to apply the same or a sufficient portion thereof for repayment of the Obligations which shall become immediately payable and enforceable.

25. DUTIES OF THE TRUSTEE AND LIMITATION OF LIABILITIES OF TRUSTEE

25.1 The Debenture Trustee shall perform all its duties under the Companies (Shares and Debentures) Rules, 2014, the SEBI (Debenture Trustee) Regulations, 2003, and other Applicable Law.

25.2 In addition to the other powers conferred on the Trustee and provisions for their protection, and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Trustee, IT IS EXPRESSLY DECLARED as follows:

a) The Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Trustee or otherwise and shall not be responsible for any loss occasioned by so acting unless where such loss can be attributable to the Trustee for its negligence, wilful default or misconduct. Any such advice, opinion or information and any communication passing between the Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, cablegram, telex or telephonic message and the Trustee, their representative or attorney or the receiver shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, cablegram, telex or telephonic message although the same shall contain some error or shall not be authentic;

b) The Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Company, other than an independent director, as to any act or matter *prima facie* within the knowledge of the Company as sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the director so certifying worth a particular sum or suitable for the Company's purpose or business as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the director so certifying expedient as sufficient evidence

Reliance Industries Limited

that it is expedient and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so. However, if the Trustee has cause to believe that any certificate received has errors and wrongful facts, then the Trustee shall cause an independent verification of the same;

c) Subject to the provisions of section 71(7) of the Act and Rule 18 (3) of the Companies (Share Capital and Debentures) Rules, 2014, the Trustee shall not be responsible for the consequences of any mistake, oversight or error of judgement or forgetfulness or want of prudence on its part or on the part of any attorney, receiver or any person appointed by them and shall not be responsible for any misconduct on account of any person appointed by them or be bound to supervise the proceedings of any such appointee unless such misconduct can be attributable to the Trustee.

d) The Trustee shall not be bound to give notice to any person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Company or in any way to interfere with the conduct of the Company's business unless and until the rights under the Debentures shall have become enforceable and the Trustee shall have determined to enforce the same;

e) The Trustee shall be at liberty to keep these presents and all deeds and other documents connected with the Debentures at its registered office or elsewhere or if the Trustee so decides with any banker or company whose business includes undertaking the safe custody of documents or with an advocates or firm of solicitors and the Trustee shall not be responsible for any loss incurred in connection with any such deposit and the Trustee may pay all sums required to be paid on account of or in respect of any such deposit;

f) The Trustee shall not be bound to take any steps to ascertain whether any event of default has happened upon the happening of which the Debentures or the rights under the Debentures becomes enforceable unless the Debenture Trustee has actual knowledge of such Event of Default. In the event the Trustee has actual knowledge of certain facts which would consequently result in an Event of Default, the Trustee shall immediately inform the Debenture Holder(s) and declare an Event of Default in accordance with Clause 8;

g) The Trustee shall, as regards all trusts, powers, authorities and discretion's, have absolute and uncontrolled discretion, in consultation with Debenture-holder(s), as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud, negligence and wilful misconduct shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holder(s) under the provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Trustee made for providing the same

Reliance Industries Limited

and the Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;

h) With a view to facilitating any dealing under any provisions of these presents the Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;

i) The Trustee shall not be responsible for the monies paid by applicants for the Debentures or be bound to see to the application thereof;

j) The Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holder(s) in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture-holder(s). This however shall not preclude the duties of the Trustee to conduct the meetings in accordance with the **Third Schedule**;

k) Without prejudice to the rights to be indemnified by Applicable Law given to the Trustee, the Trustee and every receiver, attorney, manager appointed by them shall subject to the provisions of the Act and the SEBI (Debenture Trustee) Regulations, 1993, as amended, be entitled to retain and pay out of any monies in its hands on the trust of this Deed, all liabilities and expenses (including remuneration of the Debenture Trustee) incurred in the execution or purported execution of the powers and trusts of this Deed or of any powers, authorities or discretion vested in it pursuant to this Deed, except in cases of fraud, wilful default, gross negligence or breach of trust by the Debenture Trustee;

l) The Trustee shall have full power, in consultation with Debenture Holder(s), to determine all questions and doubts arising in relation to any of the provisions of these presents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all persons interested under these presents;

m) The Trustee and its employees shall not be liable for anything whatsoever except negligence, breach of trust knowingly and intentionally committed by the Trustee and wilful misconduct;

n) The Trustee and its employees shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts expressed in these presents or contained or any of them or in enforcing the covenants contained therein or any of them or in giving notice to any person or persons of the execution thereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Trustee shall

Reliance Industries Limited

have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid by the holder(s) representing not less than three-fourths of the nominal amount of the debentures for the time being outstanding or by a Special Resolution duly passed at a meeting of the Debenture Holder(s) and the Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient monies shall have been provided or provision to the satisfaction of the Trustee made for providing the same by or on behalf of the Debenture Holder(s) or some of them in order to provide for any costs, charges and expenses which the Trustee may incur or may have to pay in connection with the same and the Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request.

PROVIDED NEVERTHELESS that nothing contained in this clause shall exempt the Trustee from or indemnify it against any liability for breach of trust nor any liability which by virtue of any rule or law would otherwise attach to them in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

26. BREACH OF COVENANT BY THE COMPANY MAY BE WAIVED

The Trustee may, with or without the consent of Majority Debenture Holder(s), at any time, waive on such terms and conditions as it shall seem expedient, any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee or the Debenture Holder(s) in respect of any subsequent breach thereof.

27. POWER OF TRUSTEE TO DELEGATE

The Trustee hereof being a Company may, in the execution and exercise or all or any of the trusts, powers, authorities and discretion vested in them by these presents act by an officer or officers for the time being of the Trustee and the Trustee may also whenever it thinks expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretion vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit and the Trustee shall not be bound to supervise the proceedings or be in anyway responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

28. POWER OF TRUSTEE TO EMPLOY AGENTS

The Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of monies and shall be entitled to charge and be paid all usual professional and

Reliance Industries Limited

other charges for business transacted and acts done by them in connection with the trust hereof and also their reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents including matters which might or should have been attended to in person by the Trustee.

29. REDRESSAL OF DEBENTURE HOLDER(S)' GRIEVENCES

The Company shall furnish to the Trustee, details of all grievances received from the Debenture Holder(s) and the steps taken by the Company to redress the same. At the request of any Debenture Holder(s), the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holder(s) representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holder(s).

The Company has constituted Stakeholders' Relationship Committee, in terms of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, to look into the mechanism of redressal of grievances of the Debenture Holder(s).

30. MODIFICATIONS TO THESE PRESENTS

The Trustee shall concur with the Company in making any modifications in these presents which in the opinion of the Trustee shall be expedient to make provided that the modification has been approved by a Special Resolution duly passed at a meeting of the Debenture Holder(s)/Beneficial Owners(s), the Trustee shall give effect to the same by executing necessary supplemental deed(s) to these presents.

31. APPOINTMENT OF TRUSTEE AS ATTORNEYS OF THE COMPANY

Subject to the provisions of the Act and if circumstances so warrant, the Company shall appoint the Trustee to be the attorneys of the Company in the name and on behalf of the Company to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Company by these presents or of giving to the Debenture Holder(s) or to the Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.

Reliance Industries Limited

32. NOTICES

(a) Any notice required to be served on the Trustee may be served by sending through registered post or speed post or by courier in a prepaid letter addressed to the Trustee, in case of present Trustee at its registered office situate at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400 025, addressed to the Chief Operating Officer and in respect of the successors in office of the Trustee similarly at such address as may be notified by such new Trustee in this behalf.

(b) Any notice required to be served on the Company may be duly served by sending through registered post or speed post or by courier in a prepaid letter at its registered office, addressed to the Company Secretary.

(c) Any notice may be served by the Company or the Trustee upon the holder(s)/owner(s) of Debentures issued under these presents by sending through post in prepaid letter addressed to such Debenture Holder(s) at their registered address and any notice so sent by post, shall be deemed to have been duly served on the third day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box.

(d) Where a document is sent by post, service thereof shall be deemed to be effected by properly addressing and prepaying and posting the letter containing the document provided that if intimation has been given in advance that the documents should be sent under a certificate of posting or by registered post with or without acknowledgement due and a sum sufficient to defray the expenses has been deposited, service of the document shall not be deemed to be effected unless it is sent in the manner so intimated by the Debenture Holder(s).

33. DISCLOSURE DOCUMENT / PRIVATE PLACEMENT OFFER LETTER TO PREVAIL

In the event of any repugnancy or inconsistency between these presents, Disclosure Document/Private Placement Offer Letter or any other agreement or undertaking that the Company may enter into with or execute in favour of the Trustee, the said Disclosure Document/ Private Placement Offer Letter will prevail for all purposes and to all intents.

It is hereby expressly agreed by and between the parties that the obligations of the Company shall be governed by the provisions contained in the Disclosure Document/ Private Placement Offer Letter and these presents, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Disclosure Document/Private Placement Offer Letter and these presents, the provisions contained in the Disclosure Document/Private Placement Offer Letter shall prevail for all purposes and to all intents.

Reliance Industries Limited

34. GOVERNING LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with the laws of India.

The Parties agree that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed. The Trustee may however in the absolute discretion commence any legal action or proceeding arising out of this Deed in a Court, tribunal or any other appropriate forum in India and the Company hereby consents to that jurisdiction.

THE FIRST SCHEDULE ABOVE REFERRED TO
FINANCIAL COVENANTS AND CONDITIONS

i. Debentures to rank *"pari passu"*

The Debentures issued under these presents shall rank *pari passu inter se* without any preference or priority of one over the other or others of them.

ii. Interest:

(a) The Company shall, until the Debentures are redeemed or paid-off, pay to the Debenture Holder(s), interest on the Debentures or such part thereof as shall remain unpaid for the time being at the rate of 6.78% per annum payable annually **("Interest")** during the currency of the Debentures on the following dates:

Cash Flow	Date(s)
1st coupon/ interest	September 3, 2018
2nd coupon/ interest	September 2, 2019
3rd coupon/ interest	September 1, 2020
4th coupon/ interest	September 16, 2020

(b) Interest on Debentures will be paid to the Debenture Holder(s) as on the Record Date, as per the Register of Debenture Holder(s) / List of Beneficial Owner(s) provided by the Registrar / Depository.

(c) Payment will be made by way of RTGS/ / NEFT /any other electronic mode / any other permissible mode of payment from time to time in the name of Debenture Holder(s) whose names appear on the list of beneficiaries as on the Record Date given by the Depository to the Company.

(d) Interest in all cases shall be payable on the amount outstanding on an Actual/ Actual basis, i.e., actual number of days elapsed divided by the actual number of days in the year and rounded off to the nearest Rupee.

(e) PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in case of default in payment of interest and/or Redemption Amount on due dates/Redemption Date, as the case may be, additional interest @ 2% (two per cent) per annum over and above the Coupon Rate will be payable by the Company for the period of default.

(f) Notwithstanding anything to the contrary in any other provision of this Deed, the penal interest as stated above shall not be considered for the calculation of overall return to the Debenture Holder(s).

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

iii. **Redemption:**

The Company agrees and undertakes to redeem the Debentures along with the outstanding interest at the end of 3 (three) years and 15 (fifteen) days from the Deemed Date of Allotment.

The Debentures shall be redeemed at par at the end of 3 years and 15 days from the Deemed Date of Allotment, i.e., on September 16, 2020.

iv. **Purchase/ Sale of Debentures:**

The Company may, at any time and from time to time, prior to Redemption Date, purchase Debentures in part (on a pro-rata basis or otherwise) or full at discount, at par or at premium in the open market or otherwise as may be determined by the Board of Directors / Finance Committee of the Company. Such Debentures, at the option of the Company, may be cancelled, held or resold at such price and on such terms and conditions as the Board of Directors / Finance Committee of the Company may deem fit. Such purchase / sale of Debentures shall not require any further consent / approval of the Debenture Holder(s) / Debenture Trustee. The right to purchase Debentures is not a call option and should not be construed as such by anyone. The right of purchase and sale can be exercised by the Company multiple times during the tenor of the Debentures without applicability of any minimum amount or price of the Debentures.

v. **Debenture Certificate/in Dematerialised Form**

(a) The Company shall issue Debentures to be issued in physical form by issuing Debenture Certificate(s) within 6 (six) months from the Deemed Date of Allotment to the Debenture Holder(s) in accordance with the provisions of Section 56(4) of Act read with the Companies (Share Capital and Debentures) Rules 2014;

(b) The Debentures issued / to be issued in dematerialised form shall be subject to the provisions of the Depositories Act, 1996 and rules notified by National Securities Depositories Ltd. (NSDL) and/or Central Depository Services Ltd. (CDSL), as the case may be, from time to time.

vi. **Appropriation of Payment:**

(a) All monies payable by the Company to the Debenture Holder(s) will be made to the Debenture Holder(s) at Mumbai or such place as may be specified by it as per the mode of payment specified herein above.

Payment of the principal, all Interest and other monies will be made to the sole holder and in case of joint holders to the one whose name stands first in the Register of Debenture Holder(s)/List of Beneficial Owner(s) as the case may be.

(b) Unless otherwise agreed to by the Debenture Holder(s), any payments by the Company under these presents, as amended, read with the

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

relevant Disclosure Document/ Private Placement Offer Letter and/or any other documents executed in respect of the Debentures shall be appropriated in the following manner, namely :

i. Firstly, towards costs, charges and expenses and other monies and also the remuneration payable by the Company to the Debenture Trustee;

ii. Secondly, towards further interest in case of default and compound interest;

iii. Thirdly, towards interest; and

iv. Lastly, towards redemption of principal amount of the Debentures due and payable by the Company to the Debenture Holder(s).

vii. Further borrowings

The Company shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form as also issue debentures/ notes/ other securities in any manner with ranking as *pari passu* basis or otherwise 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 of, or intimation to, the Debenture Holder(s) or the Debenture Trustee in this connection.

The Company shall not be required to obtain any consent(s) of the Debenture Holder(s) / Debenture Trustee for creating any charge on its assets for its present or future borrowings/ issue of debentures / notes/ other securities.

viii. Transfer of Debentures

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the equity shares of the Company.

The provisions relating to transfer and transmission in respect of the shares as provided in the Articles of Association of the Company or Applicable Law shall apply *mutatis mutandis* to the Debentures. Transfer of Debentures in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL.

ix. Debentures free from equity

The Debenture Holder(s) will be entitled to their Debentures free from equities or cross claims by the Company against the original or any intermediate Debenture Holder(s)/Beneficial Owner(s) thereof.

Reliance Industries Limited

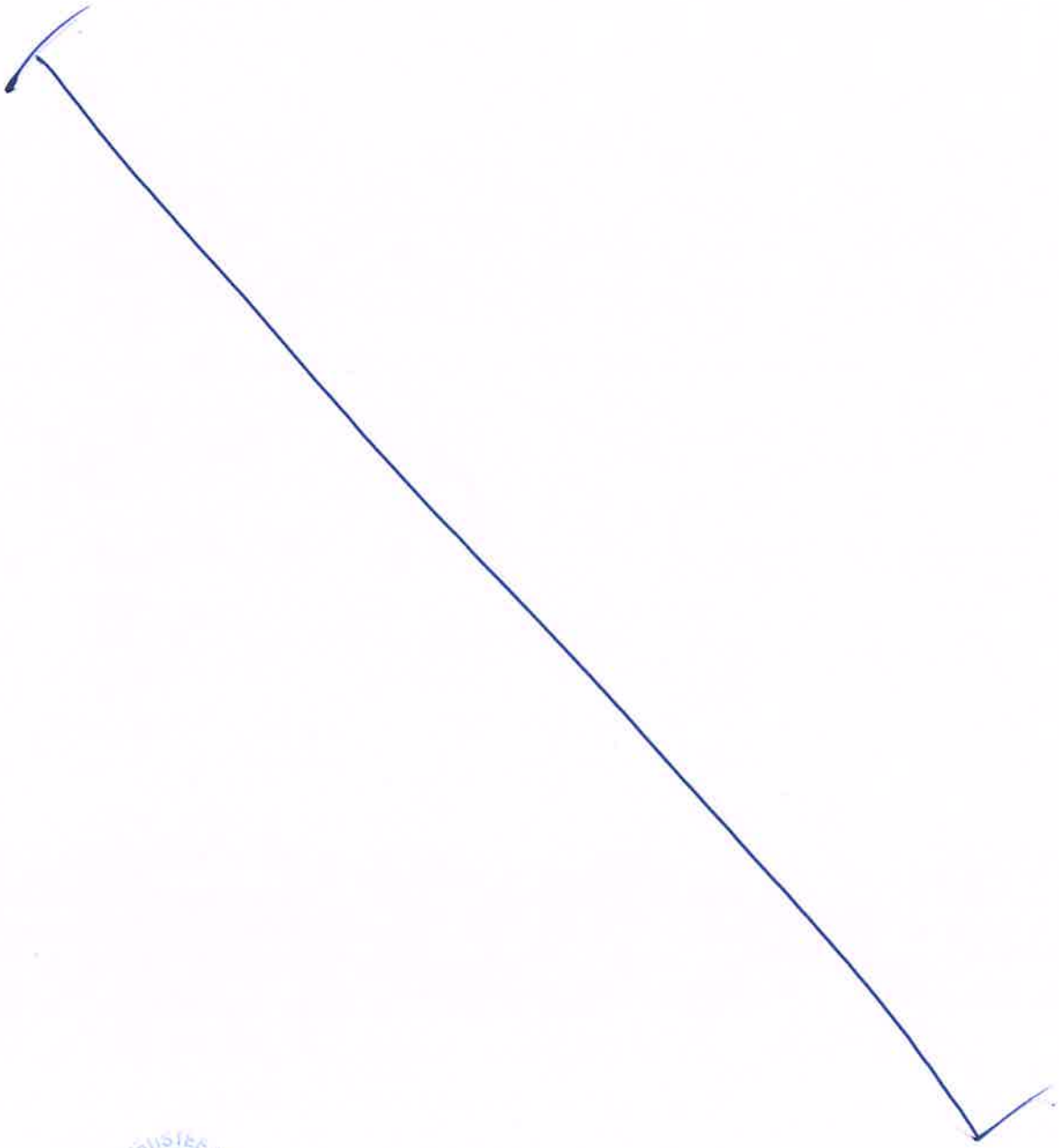
AXIS TRUSTEE SERVICES LTD. MUMBAI

x. Debenture Holder(s) not entitled to shareholders rights

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders including right to receive notices or annual reports or to attend and vote at general meetings of the members of the Company.

xi. Variation Of Debenture Holder(s)' Rights

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with a Special Resolution; provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions governing the Debentures and the same are not acceptable to the Company.



THE SECOND SCHEDULE ABOVE REFERRED TO

PART – "A"

Form of Debenture Certificate for issuance of Debentures in **Physical Form**

RELIANCE INDUSTRIES LIMITED

(CIN: L17110MH1973PLC019786)
(Incorporated under the Companies Act, 1956)
Regd. Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021

DEBENTURE CERTIFICATE

25,000 Unsecured Redeemable Non-Convertible Debentures – PPD Series B ("Debentures") of the face value of ₹ 10,00,000/- (Rupees Ten Lakhs Only) each, aggregating ₹ 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crore only) carrying coupon rate of 6.78% per annum payable on outstanding Debentures annually and/or on Redemption Date, as the case may be, and bearing distinctive numbers 00001 – 25000 (both inclusive) all ranking *pari passu inter se* under the authority of the Memorandum and Articles of Association of the Company and the resolutions of the Board of Directors, Shareholders and Finance Committee of the Board of Directors of the Company passed at their respective meetings held on July 20, 2017, July 21, 2017 and September 1, 2017 for issuance and/or allotment of Debentures.

This is to certify that the person(s) named in this Certificate is / are the Registered Holder(s) of the within mentioned debenture(s) bearing the distinctive number(s) herein specified in the above named Company subject to the Memorandum and Articles of Association of the Company and the amount mentioned herein has been paid up on each such debenture.

6.78% Unsecured Redeemable Non-Convertible Debentures – PPD Series B of ₹ 10,00,000/- each
Amount paid-up on each Debenture ₹ 10,00,000/-

Regd. Folio No.	PPD Series B – 01	Certificate No.	01
Name(s) of Holders	National Securities Depository Limited (NSDL) (for and on behalf of Beneficial Owner: ICICI Bank Ltd)		
No. of Debentures Held	25,000 (Twenty Five Thousand)		
Distinctive No(s)	00001 to 25000 (both Inclusive)		

These Debentures are issued subject to and with the benefit of the Financial Terms and Conditions endorsed herein and as contained in the Disclosure Document dated September 1, 2017 which shall be binding on the Company, the Debenture Trustee and the Debentureholder(s) and all persons claiming by, through or under any of them. The Company hereby agrees and undertakes to duly and punctually pay, observe and perform the said Financial Terms and Conditions.

Given at Mumbai under the Common Seal of the Company this ____day of November, 2017.

Director Director

Company Secretary / Authorised Signatory

Note: No transfer of any of the Debentures comprised in this Certificate will be registered unless accompanied by this Certificate.

MEMORANDUM OF TRANSFER (for Company use)					
DATE OF TRANSFER	TRANSFER NO.	NAME OF TRANSFEROR(S)	NAME(S) OF TRANSFEREE(S)	NO. OF DEBENTURES	AUTHORISED SIGNATORY

FINANCIAL TERMS AND CONDITIONS:

i. **Interest**

The Debentures shall carry a coupon rate of 6.78% p.a. payable annually on outstanding Debentures on Coupon Payment Date(s) or on Redemption Date, as the case may be, subject to the deduction of Tax at Source at prevailing rates. If any of the Coupon Payment Date(s), other than the ones falling on the Redemption Date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the Coupon Payment Date for that Coupon. However, the future Coupon Payment Date(s) would be as per the schedule originally stipulated at the time of issuing the Debentures.

ii. **Redemption**

The Debentures will be redeemed at par at the end of 3 years and 15 days from the Deemed Date of Allotment, i.e., at the end of 3 years and 15 days from September 1, 2017. Accordingly, the Redemption Date is September 16, 2020. If the Redemption Date of the Debentures falls on a day that is not a Business Day, the Redemption Amount shall be paid by the Issuer on the immediately preceding Business Day, which becomes the new Redemption Date, along with interest accrued on the Debentures until but excluding the date of such payment.

iii. **Record Date**

The Record Date for the Debentures shall be 15 days prior to the Coupon Payment Date(s) and/or the Redemption Date(s), as the case may be.

iv. **Listing of Debentures**

The Debentures are listed on the Wholesale Debt Market segment of the National Stock Exchange of India Limited (NSE) and BSE Limited (BSE). BSE is the Designated Stock Exchange for the Debentures. The Company shall comply with the requirements of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as applicable, on a continuous basis.

NOTES:

Registrars & Transfer Agents: All future communications in connection with the Debentures should be addressed to the Company's Registrars & Transfer Agents, Karvy Computershare Private Limited (Unit: Reliance Industries Limited) at 6th Floor, Karvy Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad 500 032 quoting the Registered Folio No.

Debenture Trustees: Axis Trustee Services Limited has been appointed as the Debenture Trustee to act for the benefit of the Debentureholders.

PART – "B"

(Procedure to be followed when Debentures are issued in Electronic (Dematerialised)/Demat Form)

With regard Beneficial Owner(s) who have opted, partly or fully, as case may be, for dematerialised form of the Debentures, in that case no physical Debenture Certificate will be issued. Such subscribers shall only intimate their relevant DP/client ID and beneficiary demat A/c. number to the Company. The Debentures in the dematerialised form will be credited in such beneficiary demat A/c of the Beneficial Owner(s) in accordance with a separate arrangement entered into by the Company with the National Securities Depository Limited (NSDL) and/or Central Depository Services Limited (CDSL), under advice to them.

1. The Company has made Depository Arrangements with National Securities Depository Limited (NSDL) and/or Central Depository Services Limited (CDSL) as the case may be for dematerialisation of the Debentures. The investor has to necessarily hold the Debentures in dematerialised form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time). The normal procedures followed for transfer of securities held in dematerialised form shall be followed for transfer of these Debentures held in electronic from.

2. "**Depository**" means the National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL), as the case may be and "**Depositories**" shall be construed accordingly.

3. Debenture certificates will not be issued to the allotees, since Debentures are in DEMAT form.

4. As per SEBI guidelines these Debentures can be issued only in the dematerialised mode and therefore every Eligible Investor (as defined under the Private Placement Offer Letter) should apply only if it has a depository account with any of the Depositories. Transfer of Debentures in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL. Transfer of these Debentures is permitted only between categories eligible for subscription as mentioned in the respective Disclosure Document/Private Placement Offer Letter.

5. The Depository Account of the investors with NSDL/CDSL will be credited within 2 Business Days from the Deemed Date of Allotment. The initial credit in the account will be akin to the letter of allotment. On the completion of all statutory formalities, such credit will be substituted with the number of Debentures allotted.

6. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amount by the Company on maturity to the registered Beneficial Owner(s) whose name appears in the List Beneficial Owner(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Beneficial Owner(s). On such payments being made, the Company will inform NSDL/CDSL and accordingly the

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

account of the Beneficial Owner (s) with NSDL/CDSL will be adjusted to that effect.

7. A List of Beneficial Owner(s) containing all relevant particulars shall be maintained by the NSDL/CDSL and will be kept at its Registered Office of the Company or at the office of the Registrar and Transfer Agent, as the case may be.

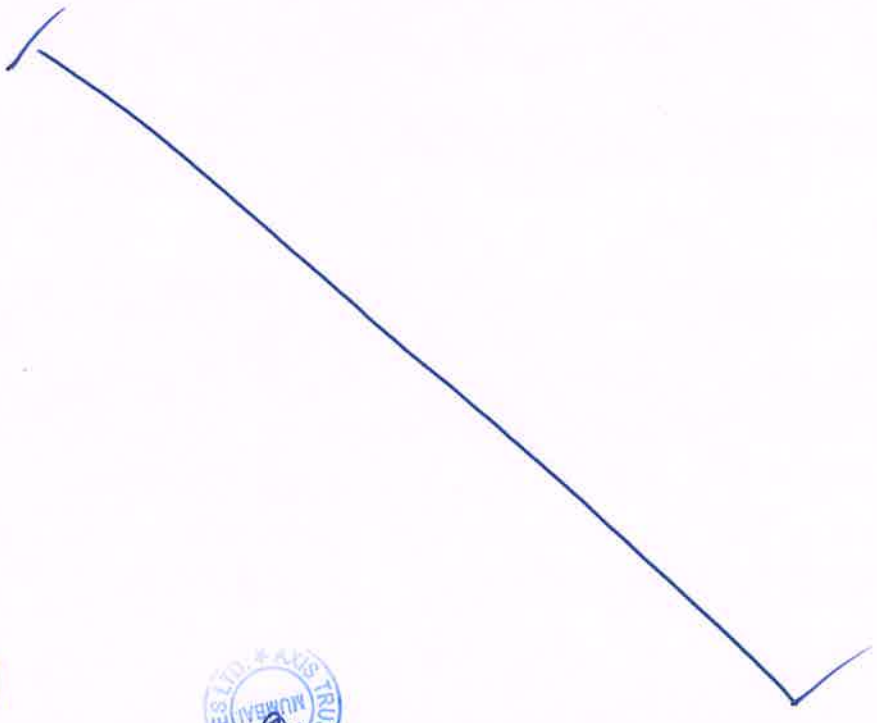
   The Company shall immediately on the allotment of Debentures take reasonable steps to credit the beneficiary account of the allotee(s) with the Depository as mentioned in the application form with the number of Debentures allotted.

8. Transfer of Debentures in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL Depository Participant. Transfer of these Debentures is permitted only between Eligible Investor(s) (as defined under the Private Placement Offer Letter) for subscription as mentioned in the respective Disclosure Document/Private Placement Offer Letter. All requests for transfer should be submitted to the Depository Participant prior to the Record Date for payment of interest/principal.

   Nothing provided herein shall prejudice any power of the Company to register as Beneficial Owner(s)/Debenture Holder(s) any person to whom the right to any Debenture of the Company has been transmitted by operation of law.

9. The Company shall rematerialise Debentures in accordance with the rules and procedures prescribed by Depositors Act, 1996.

10. All costs arising from the request of dematerialisation/rematerialisation shall be borne by the requestor.



THE THIRD SCHEDULE ABOVE REFERRED TO

PROVISIONS FOR THE MEETINGS OF THE DEBENTURE HOLDER(S)

The following provisions shall apply to the meetings of the Debenture Holder(s):

1. The Trustee or the Company may, at any time, and the Trustee shall at the request in writing of the holder(s)/owner(s) of Debentures representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding or the happening of any event, which constitutes a breach, default or which in the opinion of the Debenture Trustee affects the interest of the Debenture Holder(s), convene a meeting of the holder(s)/owner(s) of the Debentures. Any such meeting shall be held at such place in the city where the registered office of the Company is situated or at such other place as the Trustee shall determine.

2. (i) A meeting of the Debenture Holder(s) may be called by giving not less than 21 (twenty one) days' notice in writing.

   (ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i), if consent is accorded thereto by holder(s)/owner(s) of Debentures representing not less than 95% (ninety-five per cent) of the Debentures for the time being outstanding.

3. (i) Every notice of a meeting shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

   (ii) Notice of every meeting shall be given to:

      (a) the Debenture Holder(s) in the manner provided in this Deed;

      (b) the persons entitled to a Debenture in consequence of death or insolvency of a Debenture Holder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred;

      (c) the Debenture Trustee when the meeting is convened by the Company; and

      (d) the Auditor or Auditors for the time being of the Company in the manner authorised by Section 20 of the Act in the case of any members of the Company:

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD. MUMBAI

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the city in which the registered office of the Company is situate, the statement of material facts referred to in Section 102 of the Act, need not be annexed to the notice as required by that Section, but it shall be mentioned in the advertisement that the statement has been forwarded to the Debenture Holder(s).

4. The accidental omission to give notice to, or the non-receipt of notice by any Debenture Holder or other person to whom a notice is required to be given shall not invalidate the proceedings at the meeting.

5. (i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, the Manager, if any, of the Company:

Provided that where any item of business as aforesaid to be transacted at a meeting of the Debenture Holder(s) relates to, or affects, any other company the extent of shareholding interest in that company of every Director, and the Manager, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than 2% (two per cent) of the paid-up share capital of that other company.

(ii) Where any item of business consists of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

6. At least two Debenture Holder(s), personally present shall be the quorum for the meeting of the Debenture Holder(s) and provisions of following sub-clause shall apply with respect thereto. However, if there is a single Debenture Holder, it shall constitute a valid quorum. If, within half an hour from the time appointed for holding a meeting of the Debenture Holder(s), the quorum is not present, the meeting, if called upon the requisition of the Debenture Holder(s) shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustee may determine and if at the adjourned meeting also quorum is not present within half an hour from the time appointed for the holding of the meeting, the Debenture Holder(s) present shall be the quorum.

7. (i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Debenture Holder(s) personally present at the meeting shall elect one amongst themselves to be the Chairman thereof on a show of hands.

(ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act. The Chairman elected on a show of hands shall have all the powers as the Chairman, under the said provisions.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD. MUMBAI

(iii) If some other person is elected as Chairman as a result of the poll, he shall be Chairman for the rest of the meeting and shall have all the powers as the Chairman, under the said provisions.

8. The Trustee and the Directors of the Company and their respective Solicitors/Advocates may attend any meeting but shall not be entitled as such to vote thereat.

9. At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

10. Before or on the declaration of the result on voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by the holder(s)/owner(s) of Debentures representing not less than one-tenth of the nominal amount of the Debentures for the time being outstanding present in person or by proxy.

11. (i) A poll demanded on a question of adjournment shall be taken forthwith.

(ii) A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct.

12. At every such meeting each Debenture Holder(s) shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every debenture of which he is a holder in respect of which he is entitled to vote.

13. (i) Any Debenture Holder(s) entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.

(ii) In every notice calling the meeting, there shall appear with reasonable prominence a statement that a Debenture Holder(s) entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of himself, and that a proxy need not be a Debenture Holder.

(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of attorney shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the meeting or

adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

(iv) The instrument appointing a proxy shall:

(a) be in writing; and

(b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

(v) The instrument appointing a proxy shall be in the form set out in Form MGT-11 of the Companies (Management and Administration) Rules, 2014 and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles.

(vi) Every Debenture Holder(s) entitled to vote at a meeting of the Debenture Holder(s) of the Company on any resolution to be moved thereat shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than three days' notice in writing of the intention so to inspect is given to the company.

(vii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

14. On a poll taken at any meeting of the Debenture Holder(s), a Debenture Holder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

15. (i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutinisers to scrutinise the votes given on the poll and to report thereon to him.

(ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove the scrutiniser from office and to fill vacancies in the office of scrutiniser arising from such removal or from any other cause.

(iii) Of the two scrutinisers appointed under this Clause, one shall always be a Debenture Holder (not being an officer or employee of the company)

Reliance Industries Limited
AXIS TRUSTEE SERVICES LTD.

present at the meeting, provided such Debenture Holder is available and willing to be appointed.

16. (i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

17. In the case of joint Debenture Holder(s), the vote of the senior Debenture Holder in the order of holding, who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder/owner or holder(s)/owner(s).

18. The Chairman of a meeting of the Debenture Holder(s) may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote to which he may be entitled to as a Debenture Holder.

20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

21. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

22. A meeting of the Debenture Holder(s) shall *inter alia* have the following powers exercisable in the manner hereinafter specified:

(i) Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holder(s).

(ii) Power to sanction any modification, alteration or, abrogation of any of the rights of the Debenture Holder(s) against the Company or other properties whether such right shall arise under the Trust Deed or Debentures or otherwise.

(iii) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of assets under any power in the Company's Memorandum of Association or otherwise under the Act or provisions of any law.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

(iv) Power to assent to any modification of the provisions contained in the Trust Deed and to authorise the Trustee to concur in the execution of any Supplemental Deed embodying any such modification.

(v) Power to remove the existing Trustee and to appoint new Trustee in respect of the trust/ presents contained in the Trust Deed.

(vi) Power to give any direction, sanction, request or approval which under any provision of the Trust Deed is required to be given by a Special Resolution.

23. The powers set out in clause 22 hereof shall be exercisable by a Special Resolution passed at a meeting of the Debenture Holder(s) duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution is herein called "Special Resolution".

24. A Resolution, passed at a meeting of the Debenture Holder(s) duly convened and held in accordance with these presents shall be binding upon all the Debenture Holder(s) whether present or not, at such meeting and each of the Debenture Holder(s) shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intentions being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

25. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.

26. Notwithstanding anything herein contained, it shall be competent to all the Debenture Holder(s) to exercise the rights, powers and authorities of the Debenture Holder(s) under the said Trust Deed by a letter or letters signed by or on behalf of the holder or holder(s)/owner(s) of at least three-fourths in value of the Debentures outstanding without convening a meeting of the Debenture Holder(s) as if such letter or letters constituted a resolution or Special Resolution, as the case may be passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LIMITED

THE FOURTH SCHEDULE ABOVE REFERRED TO
REPRESENTATIONS AND WARRANTIES

1. Status

The Company is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation, and has the right to own its assets and carry on its business as it is being conducted, under the law of its jurisdiction of incorporation.

2. Binding obligations

The obligations expressed to be assumed by the Company under each of the Transaction Documents, to which it is a party, are legal, valid, binding and subject to any general principles of law limiting its obligations.

3. Non-conflict with other obligations

The entry into and performance by the Company of, and the transactions contemplated by the Transaction Documents to which it is a party, do not and will not conflict with:

(i) any Applicable Law or order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Company;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets.

4. Validity and admissibility in evidence

All authorisations required or desirable to make the Transaction Documents to which the Company is a party, admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

5. No default

No Default is continuing or might reasonably be expected to result from the entering into or performance by the Company of any of the Transaction Documents.

6. No misleading information

Any factual information provided by or on behalf of the Company in connection with the issue of the Debentures was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

7. **No proceedings pending or threatened**

No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, will have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against the Company.

8. **Title**

The Company has good and marketable title to, or valid leases and licences of or is otherwise entitled to use, all material assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted.

9. **No immunity**

The Company's assets are not entitled to immunity from suit, execution, attachment or other legal process India. The execution of this Deed constitutes, and the exercise of its rights and performance of and compliance with its obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes.

10. **Solvency**

10.1 The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.

10.2 The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

10.3 The value of the assets of the Company is more than its liabilities (taking into account contingent liabilities) and it has sufficient capital to carry on its business.

10.4 No moratorium has been declared in respect of any indebtedness of the Company.

11. **Approvals**

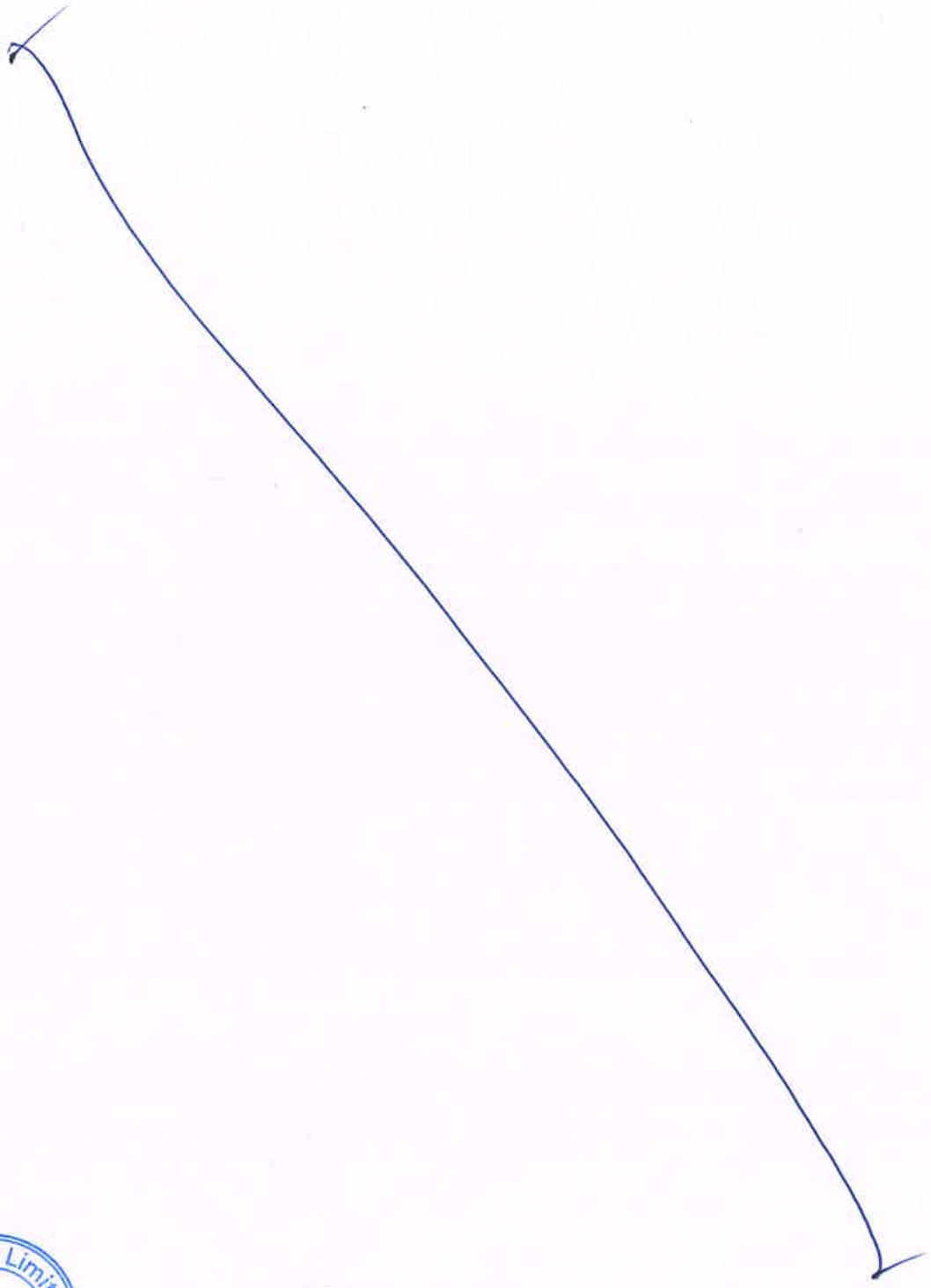
Except for any approvals as may be required in connection with the business subsequent to the date hereof, the Company hereby confirms that all approvals necessary under Applicable Law for the purpose of the issue of the Debentures, have been taken by it and the same are valid and subsisting as at the date hereof.

Reliance Industries Limited

AXIS TRUSTEE SERVICES LTD.

12. Defaulter's List

The names of the Company and/ or its directors do not figure in any list of defaulters circulated by the Reserve Bank of India or any bank or financial institution nor do the names of its directors appear in caution list issued by Reserve Bank of India/ ECGC / Director General of Foreign Trade etc.



THE FIFTH SCHEDULE ABOVE REFERRED TO
COVENANTS AND UNDERTAKINGS AND SEBI MANDATORY CLAUSES

INFORMATION UNDERTAKINGS

Information: miscellaneous

A. The Company shall supply to the Trustee (sufficient copies for all Debenture Holder(s) if the Trustee so requests):

1) all documents dispatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;

2) promptly upon becoming aware of them, the details of any event which may have a Material Adverse Effect;

3) quarterly financial results within forty five (45) days of the end of each quarter, half yearly financial results within forty five (45) days from the end of the each half year, audited financial results for a financial year within sixty (60) days from the end of each financial year, and the audited financial statements (including statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet) by no later than 6 months from the end of the relevant financial year;

4) promptly upon becoming aware of the existence of any event or condition or claim which permits, or with the passage of time, will permit, the Company to abandon its business activities;

5) at the end of 6 (six) months from the Deemed Date of Allotment, a certificate from an authorised officer of the Company with respect to the use of the proceeds raised through the issue of Debentures;

6) at the end of each year from the Deemed Date of Allotment, a certificate from the statutory auditors of the Company with respect to the use of the proceeds raised through the issue of Debentures;

7) by no later than 30 (thirty) days from the date of execution of this Deed, a certificate signed by an authorised officer of the Company confirming issue of Debenture Certificates or credit of dematerialised debentures into the depository accounts of the Debenture Holder(s);

8) upon there being any change in the credit rating assigned to the Debentures, as soon as reasonably practicable thereafter, a letter notifying the Trustee of such change in the credit rating of the Debentures further also inform the Debenture Trustee promptly in the case there is any default in timely payment of interest or redemption or both;

Reliance Industries Limited

9) at the end of every financial year, a certificate from a statutory auditor confirming the due maintenance of a debenture redemption reserve as per the provisions of Applicable Law;

10) A copy of all notices, resolutions and circulars relating to –

(i) new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities;
(ii) the meetings of holders of non-convertible debt securities at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings;

11) The Issuer Company shall at the end of every calendar quarter within 45 days of the respective quarter and within 7 days of the relevant board meeting, a report confirming /certificate confirming the following:

(i) Updated list of names and address of all the Debenture Holder(s);
(ii) Details of interest due but unpaid, if any, and reasons for the same;
(iii) Details of payment of interest made on the Debentures in the immediately preceding calendar quarter;
(iv) The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the Debenture Holder(s) during the quarter, (a) resolved/disposed-off by the Company in the quarter and (b) those remaining unresolved by the Company and the reasons for the same;
(v) Statement that the quarterly compliance report on corporate governance has been submitted to the Stock exchange, in the format prescribed by SEBI, within the time lines prescribed in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

12) promptly, notice of any change in its authorised signatories (in connection with the Transaction Documents), signed by one of its directors or its company secretary, whose specimen signature has previously been provided to the Trustee, accompanied (where relevant) by a specimen signature of each new signatory;

13) a copy of the compliance certificate, duly issued by the compliance officer and the share transfer agent of the Company certifying compliance with regulation 6(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

14) promptly intimate the Debenture Trustee (along with the stock exchange) if any of the following proposals are being placed before

the board of directors:

(a) any alteration in the form or nature or rights or privileges of the Debentures;

(b) any alteration in the Due Dates on which interest on the Debentures or the Redemption Amount is payable.

(c) any other matter affecting the rights and interests of the holders of debt securities is proposed to be considered

15) promptly inform the Debenture Trustee of any disclosures made to the stock exchange in terms of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and which may have a bearing on the Debenture issue.

16) promptly inform the stock exchange(s) and the Debenture Trustee all information having bearing on the performance/operation of the Company, any price sensitive information or any action that may affect the payment of interest or redemption of the Debentures in terms of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

17) promptly within 2 (two) days of the interest or principal or both becoming due, a certificate to the stock exchange(s) along with the Debenture Trustee, that it has made timely payment of interests or principal obligations or both in respect of the Debentures.

18) the Company shall provide an undertaking to the Stock Exchange(s) on annual basis that all documents and intimations required to be submitted to Debenture Trustees in terms of this Trust Deed and Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended, have been complied with and furnish a copy of such undertaking to the Debenture Trustee for records.

19) The Company shall submit to the Debenture Trustee/Stock Exchange and the Debenture Holder(s) correct and adequate information (in the manner and format as requested by them or as required by Applicable Law) and within the time lines and procedures specified under Applicable Laws.

20) The Company shall promptly inform the Debenture Trustee the following details (if any):

(a) corporate debt restructuring; and

(b) reference to Insolvency and Bankruptcy Board of India or Winding-up petitions (if any) filed by any creditor.

Reliance Industries Limited

AXIS TRUSTEE SERVICES

B. The Company shall submit to the Stock Exchanges for dissemination, along with the half yearly/annual financial results, the following information along with the Debenture Trustee's letter of noting of the said information:

(a) Credit rating of the Debentures or change in Credit rating;
(b) Debt-equity ratio;
(c) Previous due date for the payment of interest/principal and whether the same has been paid or not; and
(d) Next due date for the payment of interest/principal.
(e) Debt service coverage ratio;
(f) Interest service coverage ratio;
(g) Debenture redemption reserve;
(h) Net worth;
(i) Net profit after tax;
(j) Earnings per share;
(k) A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures;

C. **Notification of default**

The Company shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

GENERAL UNDERTAKINGS

2.1 **Authorisations**

The Company shall comply with the following covenants and undertakings until all Obligations have been paid:

(a) The Company shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Trustee of,

any authorisation required under any law or regulation to enable it to perform its obligations under the Transaction Documents (including, without limitation, in connection with any payment to be made hereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of the Transaction Documents.

(b) The Company shall promptly make the registrations, obtain all authorisations and otherwise comply with other requirements under Applicable Law.

(c) The Company shall, at all times, obtain and maintain, or cause to be

obtained and maintained, in full force and effect (or where appropriate, renew) all clearances/ authorizations required for the purposes of the business and all transactions as contemplated by the Transaction Documents, non-procuring or non-renewal whereof shall have a Material Adverse Effect.

2.2 The Company shall ensure that all Transaction Documents, when executed, shall constitute its legal, valid and binding obligation under the provisions of Applicable Law;

2.3 The Company shall discharge its obligations in connection with the Debentures in a reasonable and prudent manner;

2.4 The Company shall not, without informing the Debenture Trustee, undertake or enter into any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed;

2.5 The Company shall so long as any Debentures are outstanding, not declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

2.6 The Company shall pay and discharge all taxes, rates, rents and governmental charges upon the Company or its assets under Applicable Laws;

2.7 The Company shall attend to the complaints received in respect of the Debentures expeditiously and satisfactorily.

2.8 If the Directors of the Company are added to any defaulters' list by any Governmental Authority, the Company shall take immediate steps forthwith to remove such person from its Board.

2.9 The Company undertakes to maintain and keep in proper order, repair and in good condition the assets.

2.10 The Company shall pay all such stamp duty (including any additional stamp duty, if any), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand.

2.11 The Company shall reimburse all reasonable sums paid or expenses incurred by the Trustee or any attorney, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall

carry interest at the rate of interest payable on the Debentures from the date, when the same shall have been paid.

2.12 The Company hereby agrees, confirms and undertakes that in the event the Company has failed to make a timely repayment of the Obligations:

(a) the Trustee shall, as the Trustee may deem appropriate and necessary, be entitled to disclose all or any: (i) information and data relating to the Company, (ii) information or data relating to this Deed (iii) default committed by the Company in discharge of the aforesaid Obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");

(b) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Trustee in the manner as deemed fit by them;

(c) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Trustee, and other credit grantors or registered users, as may be specified by RBI in this behalf;

(d) the Trustee and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Guarantor (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Trustee or RBI in their absolute discretion may think fit;

2.13 The Company hereby agrees, confirms and undertakes that in the event the Company has failed to make a timely repayment of the Obligations or there is a material revision of rating assigned to the Debentures, the Trustee shall, be entitled to disclose the information as permitted and required under Applicable Law.

2.14 So long as the Debenture Holder(s) continue to hold the Debentures, the Company agrees and undertakes to comply with all material Applicable Laws including, the Companies Act, 2013, all provisions of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as amended from time to time and the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time, the SEBI (Listing Obligations and Disclosure Requirements), 2015, the debt listing agreement entered into with the stock exchanges (where the Debentures are listed/ proposed to be listed) and/or this Deed. This Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time.

2.15 The Company shall promptly inform the Trustee of any major or significant change in composition of its Board, which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Reliance Industries Limited

AXIS TRUSTEE SERVICES MUMBAI

2.16 The Company shall upon reasonable prior written notice, permit officers and representatives of the Trustee to inspect the books of accounts, records and registers of the Company and / or make copies of the registers of the Company to the extent necessary for discharging its obligations under this Deed. The cost of any such visit shall be borne by the Company and the Company shall at all times afford the Trustee access to its books

2.17 The Company shall keep proper books of account as required by the Act and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company shall at reasonable times be open for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint

2.18 The Company shall utilise the funds raised through the issue solely towards the Purpose.

2.19 The Company shall maintain a functional website containing correct and updated information as required by the SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 and other Applicable Laws.

NEGATIVE COVENANTS

The Company hereby covenants with the Trustee that so long as the Debentures are outstanding, without the prior written approval of the Trustee, the Company shall not **make material modification to the structure of the Debentures in terms of coupon, conversion, redemption, or otherwise. Provided that prior approval of the Stock Exchanges would also be required to make such modifications.**

The Company shall not forfeit unclaimed interest/dividend and such unclaimed interest/dividend shall be transferred to "Investor Education and Protection Fund" as per Section 125 of the Act.

The Company hereby covenants that without the prior consent of the Trustee, the Company shall not:

(a) so long as an Event of Default has occurred or is continuing, declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision as required under Applicable Law for the payment of the instalments of principal and interest due on the Debentures;

(b) purchase, redeem, buyback or otherwise make any payment in respect thereof save and except in accordance with the provisions of this Deed;

(c) make any change in its business of a nature which is likely to result in Material Adverse Effect.

Reliance Industries Limited

AXIS TRUSTEE SERVICES

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed and the Trustee have caused these presents to be executed by its authorised official(s) on the day, month and year first hereinabove written in the manner hereinafter appearing.

The Common Seal of **RELIANCE INDUSTRIES LIMITED** has been hereunto affixed pursuant to the resolution of its Finance Committee of the Board of Directors passed on the September 1, 2017 in the presence of Shri L. V. Merchant, Group Company Secretary and Chief Compliance Officer of the Company who has signed these presents in token thereof in the presence of:

1. Geeta Fulwadaya
   G.K. Fulwadaya

For Reliance Industries Limited

Authorised Signatory

2. Vinod S. Bhadvale.
   Bhadvale

SIGNED AND DELIVERED BY **AXIS TRUSTEE SERVICES LIMITED**, in its capacity as Debenture Trustee by the hand of its authorised official Mangalagouri Bhat in the presence of:

For AXIS TRUSTEE SERVICES LTD.

Authorised Signatory

1. Shanti Ramamoorthy

2. Hardik H. Shah Hardik H. Shah

CHALLAN

MTR Form Number-6

GRN	MH006639629201718E	BARCODE		Date	27/10/2017-17:33:02	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only	**TAX ID (If Any)**	
		PAN No.(If Applicable)	
Office Name	GENERAL STAMP OFFICE MUMBAI	**Full Name**	Reliance Industries Limited
Location	MUMBAI		
Year	2017-2018 One Time	**Flat/Block No.**	3rd Floor Maker Chambers IV
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030056201 General Stamps	600.00	**Road/Street**	Nariman Point
		Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 2 1
		Remarks (If Any)	
Total	600.00	**Amount In Words**	Six Hundred Rupees Only

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017102796943	IK00IOZCU7
Cheque/DD No.		Bank Date	RBI Date	27/10/2017-17:34:40	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Reliance Industries Limited

Print Date 27-10-2017 05:34:41